



James City County Purchasing Office
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Williamsburg, VA 23185
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Email: caprice.white@jamescitycountyvva.gov
<http://www.jamescitycountyvva.gov>

**JAMES CITY COUNTY, VIRGINIA
REQUEST FOR QUOTE
20230961**

Title: Mill and Overlay at James City County (JCC) Wanner Stadium
Issue Date: March 28, 2023
Due Date: April 12, 2023; 2:00 PM local time in the Purchasing Office
Submit: 1) Quote Form (Attachment B)
2) Safety Certification Form (Attachment C)
Attachments: 1) JCC Wanner Stadium (Attachment A)
2) James City County Terms and Conditions (Attachment D)
EMAILED RESPONSES ARE ONLY ACCEPTABLE
Inquiries: All questions pertaining to this project should be directed to Caprice White, Procurement Specialist, no later than 12:00 p.m. on March 31, 2023 in writing by email: Caprice.White@jamescitycountyvva.gov. Addendum will be issued by James City County Purchasing.

This public body does not discriminate against faith-based organizations.

Instructions to Vendors & Scope of Work

Instructions to Vendors: This Request for Quote is issued by the James City County (“Owner”) to obtain quotes for milling and asphalt repairs. The successful vendor shall perform the required work at the time and place designated by **Rick Koehl**, Capital Projects Coordinator. All work shall be completed within 30 days of the start date indicated in the Notice to Proceed. Underlined text in this document merits careful review.

Contract award shall be based on the lowest responsive and responsible Quote for the Total Base Bid.

All vendors shall be properly licensed by the Commonwealth of VA. All site supervisors assigned to this project shall have a minimum of 3 years’ experience in commercial asphalt road repair.

All quotes must be **emailed** by **April 12, 2023, no later than 2pm**. Quotes will not be received in the Purchasing Office. Award shall be made on the basis of Total Base Quote.

I. Scope of Work:

- A. Provide all management, supervision, labor, material, equipment, consumables, and supplies required to provide asphalt repairs. The Work under this Project consists of:
1. The James City County Sanford B. Wanner Stadium located at 4900 Stadium Road, Williamsburg, VA 23185 (See Attachment A). The Contractor shall coordinate with the County's Capital Projects Coordinator to develop a schedule for this work. All pavement markings shall be restored to existing conditions.
 2. Contractor to mill existing pavement to a depth of 2" (Approximately 556 SY). Saw cutting of pavement will occur at all paving joints.
 3. Contractor to place 2" of SM 9.5A asphalt in milled areas.
 4. All work and materials are to comply with the most recent edition of the HRPDC.
 5. See Attachment A site plan for areas to be milled and paved.
 6. Access to the Stadium must be maintained during the work.
 7. Contractor will coordinate all work schedules with the Capital Projects Coordinator. Work will be scheduled to provide minimal impact to the public's use of the facility.
 8. Contractor to provide traffic control measures as necessary.
 9. The Contractor is required to notify JCC, as indicated in the AREAS TO BE ADDRESSED, at the beginning of each workday AND when a site location has been completed. Leave a message if no one answers the phone. Provide the Company name, telephone number, and location where work will be performed or has been completed that day.
 10. Each interested Contractor is required to visit the site so that they may submit their most accurate quotation in conjunction with the requirements of the site. The contractor should contact Purchasing with questions pertaining to a site **PRIOR** to the submittal of a quote.
- B. These documents are not intended to be all-inclusive of the safety, codes, and regulatory requirements mandated by Federal, State, and local governments and regulatory agencies. All Contractors shall conform to all applicable regulations including, but not limited to, the following:
1. Virginia Department of Labor, Virginia Occupational Safety, and Health (VOSH) regulations.
 2. Virginia Department of Transportation – Road and Bridge Standards.
 3. Manual on Uniformed Traffic Control Devices (MUTCD) and the Virginia Work Area Protection Manual.
 4. Hampton Roads Planning District Commission (HRPDC) 6th edition of the Hampton Roads Regional Construction Standards (HRRCS)
- C. All work shall be completed within 30 calendar days from the start date indicated in the Notice to Proceed; however, once the work starts, it shall be worked continuously until satisfactory completion.

- D. All vendors shall be properly licensed by the Commonwealth of VA. All vendor site supervisors assigned to this project shall have a minimum of 3 years' experience in similar work. A qualified site supervisor shall be on site at all times during the Work.

II. General Conditions: See Attachment D

III. Special Terms & Conditions

PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms & Conditions shall take precedence.

CONTRACTORS TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

EXTRA CHARGES NOT ALLOWED

The bidder's offered price for the work shall include furnishing, delivering and installing the required equipment; no extra charges shall be allowed.

DELIVERY AND STORAGE

It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space if required.

FINAL INSPECTION

At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and certify that it is in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

WARRANTY

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. A copy of this warranty should be furnished with the bid. At a minimum, all materials, equipment and labor shall be fully guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing.

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be

performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the contractor to the Owner's satisfaction, at no cost to the Owner and shall be subject to the provisions of this clause to the same extent as materials initially delivered.

WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

SUPERINTENDENCE BY CONTRACTOR

The contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

USE OF PREMISES AND REMOVAL OF DEBRIS:

The contractor shall:

Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for

costs thereof to the contractor.

SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall submit a Safety Certification Form that includes the following information:

- A. The name and phone number of the individual who will be responsible to ensure all applicable safety procedures are followed and personal protective equipment is used on the project site.
- B. The name and phone number of the individual who should be contacted in the event of an emergency.
- C. A copy of the Safety Certification Form is included as Attachment B.

WORK PERFORMANCE

The Contractor shall perform the work in accordance with manufacturer's recommendations and specifications.

CONTRACTOR RESPONSIBILITIES

Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees to be courteous at all times and not to use loud or profane language. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this solicitation.

The Contractor shall be solely responsible for job site conditions and completely supervising and directing the work under this contract and all subcontractors that he may utilize. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. These requirements will apply continuously and not be limited to working hours.

It is the contractor's responsibility to have equipment of suitable type, and in proper condition to operate and maintain uninterrupted schedules.

It is the contractor's responsibility to follow schedules and instructions provided by designated Owner contacts.

PROTECTION OF PERSONS AND PROPERTY

The Contractor expressly undertakes, both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property, including James City County's (JCC) employees and property.

EMERGENCY

In an emergency affecting the safety of life, the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened loss or injury. Any compensation, claimed by the Contractor on account of

emergency work, shall be determined by agreement between the Owner and the Contractor.

DAMAGES

The Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Project by the James City County.

When direct or indirect damage is done to property by or on account of any act, omission, neglect or misconduct in the method of executing the Work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or restoring, as may be directed by the Owner, or making settlement with the property owner. The Contractor shall secure from the property owner a release from any claim against the Owner without additional compensation therefore. A copy of this release shall be furnished to the Owner.

RESTORATION

All private and public property disturbed in the process of construction shall be restored to the condition existing prior to construction. Proper notice shall be given to the owner and to the homeowners of any expected inconvenience or hazardous condition. Special care must be taken to prevent damage to trees and shrubs. Road surfaces adjacent to excavations shall be cleaned of soil with mechanical brooms at the end of the working day.

All surplus materials shall be disposed of in a manner acceptable to the Owner, and the construction area shall be left in a neat condition. No machinery or equipment shall be left or stored on the job site after the project is completed.

LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are “Hazardous Substances” as defined by Section 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in Section 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. Section 1263 or Title 7 U.S.C. Section 136.

MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound offered.

DATE OF COMMENCEMENT AND COMPLETION

The date of commencement shall be established in a written Notice to Proceed issued by the Owner. Work under the Contract shall be completed within time frame established in the Notice to Proceed.

MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The Owner reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the Owner may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the Owner in making these tests.

NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the Owner. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the Owner.

INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the Owner shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

The Contractor shall verify all figures and will be responsible for the proper coordination of all dimensions as well as the different parts of the Work.

DISCREPANCIES

The Contractor shall immediately report to the Owner, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Owner shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

CONTRACTOR'S INSURANCE

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements of B and C above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in B and C.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following: A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.
3. James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County's and James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

ATTACHMENT A

**JAMES CITY COUNTY
ATTACHMENT B: QUOTE
FORM REQUEST FOR QUOTE
20230961**

FROM: _____ (Name of Contractor) (Address)
_____ (Telephone / Fax Number/ Email)

FOR: **RFQ 20230961** The undersigned, having reviewed the above-referenced project and the requirements of the Request for Quote, hereby proposes to furnish labor, materials, delivery and warranty to provide services as described in the Scope of Work that is necessary to perform and complete the project in accordance with the Request for Quote.

Total Quote Price: \$ _____ (Numbers)

\$ _____ (Words)

All work shall comply with the Standards and Specifications in the latest edition of the HRPDC.

The Undersigned Agrees:

- A. To uphold the Quote for 90 days after submitting their Quote
- B. To execute the work, if awarded a Purchase Order on the basis of this Quote.

The undersigned certifies that he (they) are the only person(s) interested in this Quote and that it is made without connection with other persons submitting a Quote on the same scope of services; that the Quote is fair and made without collusion, fraud, or reservation; that no official or employee of James City County or the James City Service Authority is directly or indirectly interested in said quote or any portion thereof. My signature on this solicitation constitutes certification that I or my designated representative am aware of the conditions under which the work must be accomplished. Claims resulting from failure to ascertain the conditions under which the work must be accomplished will not be considered by the Owner. By my signature on this solicitation, I certify that this firm/individual is authorized to contract on behalf of the firm named below and is properly licensed for providing the goods/services specified.

Company Name: _____

Contractor License# _____ **Type:** _____

***State Corporation Commission ID #** _____

Address: _____

City/State/Zip: _____

Telephone: _____ **FAX:** _____

Email Address: _____

Federal Tax ID: _____

Print Name: _____ **Title:** _____

Signature _____ **Date** _____

Acknowledgement of Addendums: #1 _____ **#2** _____

***State Corporation Commission Requirement per the Virginia Public Procurement Act, VPPA:**

***SCC Requirement per the Virginia Public Procurement Act, VPPA:**

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

***Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number: _____ -

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ALL PAGES OF QUOTE FORM SHALL BE SUBMITTED.

RETURN WITH QUOTE FORM
Attachment C--Safety Certification Form

To: James City County

Project Title: Mill and Overlay at James City County (JCC) Wanner Stadium

Contract No: 20230961

Project Safety Responsibility (Name)

Telephone Number:

Cell Number:

Email:

Emergency Contact (Name)

Telephone Number:

Cell Number:

Email:

The undersigned hereby attests that the project has been carefully evaluated for the safety risks it presents and all safety procedures required based on these risks by Virginia Occupational Safety & Health, referenced in the quote document, will be implemented. Virginia Occupational Safety & Health and all other applicable Federal, State and local laws referenced in the quote document, will be implemented. All workers on this project will be properly trained on the use of safety equipment and safe work practices.

By: _____
(Type Name and Title)

(Signature)

(Date)