CITY OF HAMPTON
Procurement Office
Division of Finance
Community, Municipal Services, Education
Hampton, Virginia

Issued: Tuesday, June 3, 2014

PROJECT MANUAL
Project No.: 14-107/A
Annual Emergency Construction Services Contract

Pre-Bid Meeting: A MANDATORY Pre-Bid Meeting will be held on Monday, June 9, 2014 at 1:00 p.m. local time in the Public Works Conference Room, 22 Lincoln Street, 4th Floor, Hampton, VA 23669.

Due Date: Thursday, June 26, 2014 / Time: 2:00 p.m.
Opening Date: Thursday, June 26, 2014 / Time: 2:00 p.m.

Receipt Location:
Consolidated Procurement Office
1 Franklin Street, Suite 345, Hampton, VA 23669

INVITATION FOR BID PREPARED BY:
Name: Octavia Andrew
Title: Senior Buyer
Telephone: (757) 727-2200
Fax: (757) 727-2207
Email: oandrew@hampton.gov
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SECTION 101.01 - ABBREVIATIONS AND ACRONYMS

In the project manual and in other Contract Documents, the following abbreviations and acronyms shall be interpreted as follows:

AAN American Association of Nurserymen, Inc.
AASHTO American Association of State Highway and Transportation Officials
ABS Acrylonitrile Butadiene Styrene (an elastomer)
ACI American Concrete Institute
ADT Annual Average Daily Traffic
AISC American Institute of Steel Construction
ANSI American National Standards Institute
ASCE American Society of Civil Engineers
ASTM American Society for Testing and Materials
AWWA American Water Works Association
CBR California Bearing Ratio
CFM Cubic Feet per Minute
CI Cast Iron
DI Ductile Iron
EEO Equal Employment Opportunity
EPA Environmental Protection Agency
FHWA Federal Highway Administration
FPM Feet per Minute
IPS Iron Pipe Size
ITE Institute of Transportation Engineers
MSDS Material Safety Data Sheet
MUTCD Manual on Uniform Traffic Control Devices
NEC National Electric Code
NEMA National Electrical Manufacturers Association
NFPA National Fire Protection Association
PE Polyethylene
PVC Polyvinylchloride
SDR Standard Dimension Ratio
VDOT Virginia Department of Transportation
VTM Virginia Test Methods

SECTION 101.02 - TERMS

In the project manual and in other Contract Documents, the following terms and pronouns used in place of them shall be interpreted as follows:
Addendum or Addenda. The modification of the bid documents issued in writing by the Owner prior to the opening of the bids.

Approved equal. Products, material and other methods determined by the Owner to meet or exceed the minimum requirements of the Contract Documents.

Backfill. Material used to replace or the act of replacing material removed during construction; may also denote material placed or the act of placing material adjacent to structures.

Base course. A layer of material of specified thickness on which the intermediate or surface course is placed.

Bid. A vendor’s written response to an Invitation to Bid. The bid may become the contract, if accepted by the City.

Bid Documents. Documents utilized by the bidder to formulate the Bid.

Borrow. Suitable material from sources outside the project limits.

Change Order. A formal addendum to a contract (purchase order). A change order is required whenever a change in the contract terms will affect price, performance, the contract term, delivery, or the scope of the work of the contract.

Complete-in-place. Work which fully conforms to all requirements of the Contract Documents.

Construction limits. The intersection of the side slopes, including slope rounding, with the original ground, plus slopes for drainage ditches or incidental construction.

Contract Documents. The Bid Documents, Addenda issued prior to the Bid date, Change Orders and formal notifications issued after Owner execution of the Contract.

Contract pay item. A specifically described unit of work for which a price is provided in the Contract Documents.

Contract time limit. The number of calendar days or calendar date that specifies the time allowed for completion of the work described in the Contract Documents, including authorized extensions.

Contractor. Any individual, partnership, corporation or joint venture that contracts with the Owner to perform the prescribed work.

Cut. The portion of a roadway formed by excavating below the surface of the earth.

Department. City of Hampton Department of Public Works – Wastewater Division; Owner

Disincentive. A monetary deterrent used to discourage the Contractor from exceeding the Contract time limit.

Disposable material. Material generally found to be unsuitable, or material that is surplus.
Disposal areas. Areas generally located off the project right-of-way where unsuitable or surplus material is deposited.

Earthwork. The work consisting of grubbing, drainage, excavation, borrowing, grading, placing rock and preparing subgrades.

Easement. A grant of the right to use property for a specific use.

Extra work. An item of work that is not provided for in the Contract Documents as awarded but that is found to be essential to the satisfactory fulfillment of the Contract within its intended scope.

Falsework. A framework of wood or steel used to support forms for the construction of concrete or provide temporary support for structural units during the construction or reconstruction of permanent supports.

Formwork. A temporary structure or mold used to retain the plastic or fluid concrete in its designated shape until it hardens.

Holidays. The days specifically set forth in Section 104.09.

Incentive. A monetary amount used to encourage the Contractor to complete work prior to the time limit specified in the Contract.

Invert. The lowest point in the internal cross section of a pipe or other structure.

Liquidated damages. Compensation to the Owner for delays caused by Contractor beyond the Contract time limit.

Material. Any substance that is used in the work specified in the Contract Documents.

Notice to Proceed. A written notice to the Contractor that advises him of the date on which prosecution of the work shall begin.

Owner. City of Hampton.

Pavement structure. The combination of subbase, base and surface courses that is placed on a subgrade to support the traffic load and distribute it to the roadbed.

Phase inspection. The inspection of work at predetermined stages in lieu of continuous inspections.

Project. The work specified to be performed in the Contract Documents.

Project Drawings/Plans. The approved plans and standard drawings, profiles, typical cross sections, computer output listings, supplemental drawings or exact reproductions thereof, and all subsequent approved revisions thereto that show the location, character, dimensions and details of the work specified in the Contract Documents.

Project Limits. Area depicted on the project drawings for the Contractor’s use in construction of the project.
Project Manual. The document prepared by the Owner for prospective bidders that describes the work for which bids will be accepted; includes the official form on which the Owner requires bids to be submitted for the work described.

Right-of-way. A general term denoting land, property or interest therein, usually in a strip, that is acquired for or devoted to transportation facilities but is not meant to denote the legal nature of ownership.

Select borrow. Borrow material that has specified physical characteristics.

Select material. Material obtained from roadway cuts, borrow areas or commercial sources that is designated or reserved for use as a foundation for the subbase, subbase material, shoulder surfacing or other specified purposes.

Shop Drawings. Fabrication, erection and setting drawings; manufacturer’s standard drawings; schedules, descriptive literature, catalogs, brochures; performance and test data; wiring and control diagrams and all other descriptive data pertaining to the materials and equipment as required to demonstrate compliance with the Contract Documents.

Special provision. A document that sets forth specifications or requirements for a particular project.

Specifications. A general term that includes all directions, provisions and requirements contained in the Project Manual and those that may be added or adopted as special provisions, special provisions copied notes, or supplemental specifications.

Standard drawings. Applicable drawings in VDOT’s Road and Bridge Standards, Owner Standard Details, and other standard drawings as are referred to in the Contract Documents.

Station. When used as a definition or term of measurement, 100 linear feet.

Subbase. A layer of specified material of designated thickness that is placed on a subgrade to support a base course.

Subcontractor. Any individual, partnership, corporation or joint venture to whom the Contractor subcontracts part of the work.

Subgrade. The top surface of a roadbed shaped to conform to the typical section on which the pavement structure is constructed.

Superintendent. The executive representative of the Contractor who is authorized to receive and fulfill instructions from the Owner and who supervises and directs the construction.

Surety. A corporate entity bound with and for the Contractor for full and complete fulfillment of the Contract and for payment of debts pertaining to the work.

Surface course. One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion and disintegrating effects of weather.
Surplus material. Material that is present on the project as a result of unbalanced earthwork quantities, excessive swell, undercutting or other conditions beyond the control of the Contractor.

Suspension. A written notice issued by the Owner to the Contractor that orders the work on the project to be stopped wholly or in part as specified. The notice will include the reason for the suspension.

Unsuitable material. Material designated by the Owner to be unsuitable for the purpose intended.

Work. The furnishing of all materials, labor, tools, equipment and incidentals necessary or convenient for the successful completion of the project and the carrying out of the duties and obligations specified in the Contract Documents.

Working drawings. Shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data the Contractor is required to submit to the Owner for review.

Work Order. A written order, issued by the Owner to the Contractor, that upon execution by the Owner and the Contractor, establishes the Work to be performed.
**SECTION 102 – SCHEDULE OF PRICES**

**SCHEDULE A**

<table>
<thead>
<tr>
<th>No.</th>
<th>Size</th>
<th>Item</th>
<th>Depth</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Item Price</th>
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<td></td>
<td>Mobilization</td>
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<td>2</td>
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<td>6</td>
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<td>ea</td>
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<td>Joint Restraint (Existing Pipe)</td>
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<td>9</td>
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<td>Adjustment of Existing Valve Box</td>
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<td>19</td>
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<td>0'-6'</td>
<td>If</td>
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<td>If</td>
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<td>If</td>
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<td>0'-6'</td>
<td>If</td>
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<td>23</td>
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<td>Force Main - PVC Sch. 80</td>
<td>0'-6'</td>
<td>If</td>
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<td>24</td>
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<td>28</td>
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<td>0'-6'</td>
<td>If</td>
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**Additional trench depth greater than 6’**

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<th>No.</th>
<th>Item</th>
<th>Depth</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Total Item Price</th>
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<tr>
<td>29</td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>6.1'-8'</td>
<td>If</td>
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<td>30</td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
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</tr>
<tr>
<td>No.</td>
<td>Size</td>
<td>Item</td>
<td>Depth</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
</tr>
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<td>31</td>
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<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
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<tr>
<td>32</td>
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<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
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<td>lf</td>
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<td>33</td>
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<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>14.1'-16'</td>
<td>lf</td>
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<tr>
<td>34</td>
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<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>16.1'-18'</td>
<td>lf</td>
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<tr>
<td>35</td>
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<td>Hand Dig Trench up to 2' wide</td>
<td>0'-4'</td>
<td>lf</td>
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<tr>
<td>36</td>
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<td>Ball Valve (Brass)</td>
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<tr>
<td>42</td>
<td></td>
<td>Emergency or Bypass Pumping</td>
<td>hrs</td>
<td></td>
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<tr>
<td>44</td>
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<tr>
<td>45</td>
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<tr>
<td>46</td>
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<tr>
<td>47</td>
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<td>lf</td>
<td>25</td>
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<td>Lateral per foot over 25 feet, PVC SDR 26</td>
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<td>lf</td>
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<td>Lateral per foot over 25 feet, PVC C900 DR 18</td>
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<td>Lateral per foot over 25 feet, PVC C900 DR 18</td>
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<td>25</td>
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</tr>
<tr>
<td>54</td>
<td>6&quot;</td>
<td>Lateral per foot over 25 feet, D.I. lined w/Protecto 401, CL 52</td>
<td>0'-6'</td>
<td>lf</td>
<td>25</td>
<td></td>
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<tr>
<td>55</td>
<td>4&quot;x8&quot;</td>
<td>Inserta-Tee</td>
<td></td>
<td></td>
<td>25</td>
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<tr>
<td>56</td>
<td>4' dia.</td>
<td>Manhole</td>
<td>TO 12'</td>
<td>VF</td>
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<tr>
<td>57</td>
<td>5' dia.</td>
<td>Manhole</td>
<td>TO 12'</td>
<td>VF</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>5' dia.</td>
<td>Manhole (additional cost for this depth)</td>
<td>12.1'-20'</td>
<td>VF</td>
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<tr>
<td>59</td>
<td></td>
<td>Manhole, Shallow</td>
<td>&lt;4'</td>
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<tr>
<td>60</td>
<td>5' dia.</td>
<td>Manhole, Drop</td>
<td>TO 12'</td>
<td>VF</td>
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<td></td>
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<tr>
<td>61</td>
<td></td>
<td>Manhole Frame &amp; Cover (New manhole)</td>
<td></td>
<td>ea</td>
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<td></td>
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<tr>
<td>62</td>
<td></td>
<td>Manhole Watertight Frame &amp; Cover (New manhole)</td>
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<td>ea</td>
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<td>No.</td>
<td>Size</td>
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<td>------</td>
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<tr>
<td>63</td>
<td></td>
<td>Replace Manhole Frame &amp; Cover (In Pavement)</td>
<td>ea</td>
<td>5</td>
<td>5</td>
<td>250</td>
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<tr>
<td>64</td>
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<td>Replace Manhole Frame &amp; Cover (Outside of Pavement)</td>
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<td>5</td>
<td>5</td>
<td>250</td>
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<td>Rainstopper Manhole Insert, 24&quot; Plastic</td>
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<td>Manhole Connection (core drill for 4&quot; or 6&quot; lateral)</td>
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<td>Manhole Connection (core drill for 8&quot; or 10&quot; mains)</td>
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<td>Rebuild Bench &amp; Invert (Existing Manhole)</td>
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<td>4000</td>
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<td>Remove and Replace Drop Connection</td>
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<td>6&quot;-12&quot; Removal of Existing sanitary Sewer Main</td>
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<td>Abandon Existing Sanitary Sewer Manhole</td>
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<td>6&quot;</td>
<td>Sewer Line Point Repair - PVC SDR 26, &lt;20 lf, 0'-6'</td>
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<td>76</td>
<td>8&quot;</td>
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<tr>
<td>77</td>
<td>6&quot;</td>
<td>Sewer Line Point Repair - PVC C900 DR 18, &lt;20 lf, 0'-6'</td>
<td>If</td>
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<td>30</td>
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<tr>
<td>78</td>
<td>8&quot;</td>
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<td>Sewer Line Point Repair - D.I. Cl 52 w/Protecto 401 lining &lt;20', 0'-6'</td>
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<td>80</td>
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<td>If</td>
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<td>81</td>
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<td>Pipe Bedding (VDOT #57 Stone)</td>
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<td>Saw cut, Remove and Dispose of Asphalt Pavement</td>
<td>sy in</td>
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<td>1200</td>
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<td>87</td>
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<td>Saw cut, Remove and Dispose of Concrete Pavement</td>
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<td>2&quot; Asphalt LT Mill</td>
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<td>Asphalt Pavement, SM-9.5A</td>
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<tr>
<td>90</td>
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<td>Topsoil and Seed</td>
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<td>CCTV Sanitary Sewer (Existing and New)</td>
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<td>CCTV Sanitary Laterals (4&quot;)</td>
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<td>Depth</td>
<td>Unit</td>
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<td>6&quot;-12&quot;</td>
<td>Sewer Line Cleaning</td>
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<td>If</td>
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<td>95</td>
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<td>Locate/install under main or lateral (Material: PVC, D.I., C.I.)</td>
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<td>Locate/install under service</td>
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<td>Dewatering (Manhole, lateral or point repair)</td>
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<td>Dewatering Trench (per 100 ft)</td>
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<td>Remove Curb &amp; Gutter (CG-6)</td>
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<td>If</td>
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<tr>
<td>100</td>
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<td>Install Curb &amp; Gutter (CG-6)</td>
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<td>If</td>
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<tr>
<td>101</td>
<td>4'</td>
<td>Remove Concrete Sidewalk</td>
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<td>If</td>
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<tr>
<td>102</td>
<td>4'</td>
<td>Install Concrete Sidewalk, 4&quot; thick</td>
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<td>If</td>
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<tr>
<td>103</td>
<td>&gt; 4'</td>
<td>Remove Concrete Sidewalk</td>
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<td>If</td>
<td>100</td>
<td></td>
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<tr>
<td>104</td>
<td>&gt;4'</td>
<td>Install Concrete Sidewalk, 4&quot; thick</td>
<td></td>
<td>If</td>
<td>100</td>
<td></td>
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<tr>
<td>105</td>
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<td>Remove Concrete Apron/Drive, 7&quot; thick</td>
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<td>sy</td>
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<td>106</td>
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<td>Install Concrete Apron/Drive, 7&quot; thick</td>
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<td>sy</td>
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<td>Type III Barricade w/Type A Flashing Lights</td>
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<td>111</td>
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<td>Truck Mounted Attenuator</td>
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<td>114</td>
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<td>Portable Toilet</td>
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<td>115</td>
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<td>Remove/Replace Storm Drain Pipe (Up to 24&quot;)</td>
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<td>116</td>
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<td>Flagger Service</td>
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<td>Safety Fencing (Orange Plastic HI-VIS)</td>
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<td>118</td>
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<td>Utility Test Pit</td>
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**Total for Schedule A**

**Total for Schedule B**

**Total base Bid (Schedule A + B)**
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<td>Superintendent with Pickup Truck and Small Tools</td>
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<td>Skilled laborer with Power Tools</td>
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<td>Skilled laborer with Power Tools</td>
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<td>Unskilled laborer</td>
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<td>Rubber Tired Loader with Operator, 1 to 2.5 cy Bucket</td>
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<td>Rubber Tired Loader with Operator, &gt;2.5 cy Bucket</td>
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<td>Lowboy Tractor with Trailer, 60,000 to 80,000 lb GVW</td>
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<td>Mini Excavator with Operator</td>
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<td>Excavator with Operator</td>
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<td>Dump Truck with Operator</td>
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<td>Tandem Dump Truck with Operator</td>
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<td>20-Ton Utility Trailer</td>
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<td>Sewer Vacuum/Cleaning Truck with Operator</td>
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<td>Extra Cost for Night Work (One (1)- 5 man crew, 8 Hours)</td>
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Total for Schedule B (to be entered on previous page)
SECTION 103 – SCOPE OF WORK

SECTION 103.01 – INTENT OF CONTRACT

This is an annual renewable indefinite quantity construction Contract in which the Owner may authorize work subject to available funding, up to the Contract Time Limit. The Owner does not guarantee the amount of work that will be authorized. The Owner, upon determining the need for construction services will issue a Work Order to the Contractor specifying the work to be performed, the estimated units of measurement and payment and the time to complete the work. All authorized work will be compensated utilizing established unit prices. In the event there is no established unit price to cover an item of work, one will be established by the Work Order. All work authorized is to be completed in accordance with the Contract Documents. The Contractor must respond to requests concerning Work Orders within ten (10) calendar days from receipt thereof.

SECTION 103.02 – ALTERATION OF QUANTITIES OR CHARACTER OF WORK

N/A

SECTION 103.03 – DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner verbally and within three days by written notice of:

A. subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

B. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

If the Contractor fails to notify the Owner as required above, then any work performed shall be at the Contractor's risk and expense. If it is found conditions do materially differ, the Contract shall be modified to provide any increase or decrease of cost and/or difference in time resulting from the changed condition.

SECTION 103.04 – MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the Work from the beginning of construction operations until final acceptance of the Project. The maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures are maintained in a satisfactory condition at all times, including barricades and warning signs as provided in Section 106.10.
When the Contract Documents specify the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

Unless otherwise specified, the Contractor shall bear all cost of maintenance work during construction and before the project is accepted and of construction and maintaining such approaches, crossings, intersections and other factures as necessary, without direct compensation, except as provided in (B) and (F) herein; however, when the Contractor confines its operations to a specific section of a project or to areas adjacent to, but not including the surface of the roadway and reasonable width of shoulder thereto, and the surface is not disturbed or damaged by its operations or equipment, it shall not be responsible for the maintenance of the surface which remains undisturbed or undamaged.

The Contractor shall keep the portions of the road being used by the public free from irregularities and obstructions of any character, except snow and ice removal, which might represent a hazard or annoyance to traffic and in such condition that traffic will be adequately accommodated.

A. Connections and Entrances: All connections with other roads and public and private entrances shall be kept in a reasonable smooth condition for the safe passage of traffic at all times. Connections or entrances shall not be disturbed by the Contractor until necessary. Once connections or entrances have been disturbed, they shall be maintained and completed as follows:

1. Connections – Connections which had an original paved surface shall be brought to final grade through the intersection, and a minimum of two lanes shall be paved with the required or a temporary pavement as soon as possible after they are disturbed. All other connections shall be brought to final grade through the intersection and the required material or a temporary aggregate stabilization course placed as soon as possible after they are disturbed.

   In the event there are delays in the prosecution of work on connections, those which were originally paved shall have a minimum of two lanes maintained with a temporary paved surface. Those which were not originally paved shall be maintained with a temporary aggregate stabilization course.

2. Entrances – Entrances shall be graded concurrently with the roadway with which they intersect. Once an entrance has been disturbed, it shall be completed as soon as practicable including the placement of the required base and surface course or stabilization. In the event the entrance must be constructed in stages (as in the case where there is a substantial change in the elevation of the roadway with which it intersects), the surface shall be covered with a temporary aggregate stabilization course or other material salvaged from the entrance or project until the entrance can be completed and the required base and surface or stabilization course placed.

   Stabilization and/or surfacing material shall be applied to connections and entrances whenever directed by the Owner.

The Contractor shall schedule construction operations so that approved continuous access is provided to all properties adjacent to the construction when such property is shown on the plans to require access. When frontage roads are shown on the plans, they shall be constructed
prior to closing any access routes, unless other approved access is provided and is acceptable to the property owner.

B. Grading Operations: When new and old roads intersect or coincide, the grading shall be performed only over a part of the existing road. Cuts shall be removed or embankments constructed in layers on alternate sides of the road. The graded road shall be maintained in a passable condition, free from ruts, irregularities and any hazards to traffic.

The Contractor shall, insofar as possible, salvage materials in the old pavements and use them for the maintenance of traffic.

Grading operations shall be conducted in a manner which will permit the accommodation of two-way traffic, unless otherwise authorized. When the surface is to be widened on both sides of the existing pavement, construction operations involving either grading or paving shall not be conducted simultaneously on sections directly opposite each other unless specifically authorized in advance.

The existing surface of the pavement shall be kept free of earth and other materials which might be hazardous to traffic.

C. Mailboxes and Newspaper Boxes: When removal of U.S. mail and newspaper boxes is made necessary by construction operations, the Contractor shall place such receptacle in temporary locations so that their usefulness will not be impaired. Prior to final acceptance of the Project, mailboxes shall be placed in their permanent locations as indicated by the Owner and left in as good condition as when found. All such mail or newspaper boxes or their supports which are damaged through negligence on the part of the Contractor shall be replaced by it. The cost of removing and resetting such mail and newspaper boxes shall be included in other appropriate pay items of the Contract.

D. Hydraulic Embankment: Where the Contractor’s suction or discharge pipes cross the surface of an existing traveled highway, they shall be bridged as directed by the Owner. Traffic shall be protected by the display of warning signals both day and night. If dredging operations damage an existing traveled highway, the Contractor shall cease operations and repair damages to the highway.

E. Patching Operations: Where existing hydraulic cement concrete pavement is to be patched, the operation or breaking and excavating old pavement shall extend for a distance of not more than two miles. Patching shall be coordinated with excavating so that an area of not more than two miles in which excavating patches are located shall be left at the end of any day’s work. Necessary precautions shall be taken to protect traffic during patching operations.

F. Temporary Structures: The Contractor shall construct, maintain, and remove temporary structures and approaches necessary for use by traffic. Unless otherwise specified in the Contract Documents, the cost of these operations shall be included in pay items for the new structure. After new structures have been opened to traffic, temporary structures and approaches shall be removed. The materials contained therein shall remain the property of the Contractor.

The proposed design of temporary structures shall be submitted to the Owner prior to the beginning of construction in accordance with Section 104.02.
G. Failure to Maintain Roadway, Structures or Any Other Aspect of the Project Site: If the Contractor fails to remedy unsatisfactory maintenance immediately after receipt of a notice by the Owner, the Owner may proceed with adequate forces, equipment, and material to maintain the Project. The cost of the maintenance, plus 25 percent for supervisory and administrative personnel, will be deducted from monies due the Contractor for the Project.

H. Haul Route: The Contractor shall select haul routes between the Project and material source(s) that will minimize disturbance to the community. The Contractor shall furnish the Owner, for review, his plan for the haul route and for minimizing the adverse effects of hauling operations on persons who reside adjacent to the haul route or who otherwise use a portion of the haul route for ingress or egress to their residential area. The Owner may select alternate haul routes, divide the hauling traffic over several routes, and impose other restriction deemed necessary to minimize the impact of the hauling operation on local residents.

SECTION 103.05 – REMOVING AND DISPOSING OF STRUCTURES AND OBSTRUCTIONS

The Contractor shall remove and dispose of or store, as directed by the Owner, fences, buildings, structures, or encumbrances within the project limits. Unless separate pay items for this work are included in the Contract, payment for these operations will be in accordance with Section 301.03 of the VDOT Road and Bridge Specifications. Materials so removed, including existing drains or pipe culverts, shall become the property of the Contractor.
SECTION 104 – CONTROL OF WORK

SECTION 104.01 – AUTHORITY OF ENGINEER – N/A

SECTION 104.02 – PLANS AND WORKING DRAWINGS

Plans consisting of general drawings and showing such details as are necessary to give a comprehensive understanding of the construction contemplated will be furnished by the Owner. Project drawings will show alignment, profile, grade and typical section of the improvement. Structure plans will, in general, show all necessary dimensions. When dimensions are not shown in detail, general features as are necessary will be shown. Dimensions shown on plans such as centerline stationing, pavement widths, length of beams, girders and slabs, and wall heights are measured in the respective horizontal or vertical planes, except as otherwise shown on the plans. Such dimensions which are affected by gradients or vertical curvatures shall be adjusted as necessary to accommodate actual field conditions and shall be specifically denoted on the working or detail drawings.

The Contractor shall furnish shop drawings, not furnished by the Owner, as may be required. Shop drawings shall not incorporate any changes from the requirements of the Contract Documents unless such changes are specifically denoted, together with justification and are approved in writing by the Owner. All shop drawings and certifications shall be identified by the complete project and job designation numbers, and items or component materials shall be identified by the specific Contract item number and the Specification reference indicated in the Contract Documents.

The Contractor may authorize, in writing, the fabricator to act for him in matters relating to shop drawings and this authorization will have the force and effect of any other representative of his organization.

Shop drawings for steel structures, including metal handrails, shall consist of shop detail, erection and other working plans showing details, dimensions, sizes of members, and other information necessary for the complete fabrication and erection of the metal work.

Shop drawings for concrete structures shall provide such details as will be required for the successful prosecution of the work which are not included in the plans furnished by the Owner. These shall include plans for items such as falsework, bracing, centering, form work, masonry, layout diagrams and bending diagrams for reinforcing steel when necessary or when requested.

The Contractor shall submit to the Owner for review five sets of any required shop drawings. These plans shall be submitted in sufficient time to allow discussion and correction prior to beginning the work they cover. Comments will be returned within ten (10) working days. If required, a resubmittal or corrected drawings may be necessary. Work shall not be performed nor materials ordered prior to approval of these drawings except at the Contractor’s risk. The Contractor will receive one set of approved drawings, and the remaining sets continue to be the property of the Owner.

Unless otherwise specified, and prior to the manufacture of reinforced concrete pipe, the Contractor shall furnish to the Owner a certification of the acceptability of the design of such pipe, as determined from a review which shall be made for the Contractor by a professional engineer holding a valid license in the Commonwealth of Virginia. Such certification shall cover all design data, supporting calculations and materials. Pipe designs previously certified or approved by the Owner will not require certification.
It is expressly understood that the review by the Owner of the Contractor’s shop drawings relates to the conformance with the Contract Documents. Such review shall not be considered as authorization for any deviation from the Contract Documents unless the deviation is specifically described including explicit supporting justification, nor will such review relieve the Contractor from responsibility for errors in such drawings. In the event shop drawings, detailing change(s) initiated by the Contractor, require more than two resubmissions or revisions, the cost of additional reviews by the Owner or their designated representative will be assessed to the Contractor.

The Contractor shall furnish the Owner with copies of shop drawings as required for construction purposes and upon Completion of the work the original tracings, if required shall be supplied to the Owner.

The cost of shop drawings and certifications furnished by the Contractor shall be included in the cost of appropriate bid items.

Contractor’s Responsibility:

A. Representation – By his submittal of any shop drawings or certifications, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, or will do so, and that he has checked and coordinated each item with other applicable approved shop drawings, certifications, and the Contract requirements.

B. Deviations – Approval of shop drawings or certifications shall not authorize any deviation from the requirements of the Contract Documents, unless such deviations are called to the Owner’s attention at the time of the submittal, nor shall such approval relieve the Contractor from his responsibility for errors or omissions therein.

C. Prohibitions – No portions of the work requiring a shop drawing, or certification shall be started nor shall any materials be fabricated or installed prior to approval of such item, except at the Contractor’s sole risk.

Shop drawings shall be submitted for, but not limited to, the following items which apply to this project:

A. Precast Storm Drainage Structures
B. Storm Drainage Frames, Grates, and Covers
C. Storm Drainage Outfall Structures
D. All Other Castings
E. Street Signs, Sign Posts and Fasteners
F. Sanitary Sewer Saddles and Tees
G. Mortar Connection of Pipe and Manhole
H. Concrete Pavers
I. Tapping Sleeves
J. Sanitary Sewer Mainline and Lateral Cleanouts
K. Pressure Gauges
L. Restrained Joints
M. Dissimilar Material Pipe Joints
N. Vault Boxes
O. Flexible Couplings
P. Dimensioned Piping Layout for Flanged Piping

Certifications shall be submitted for, but not limited to, the following items:

A. Ductile Iron Pipe, Fittings, Couplings, and Solid Sleeves
B. Poly Vinyl Chloride (PVC) Pipe and Pipe Products
C. Concrete Pipe
D. Concrete Pipe Jointing Material
E. Seed, Lime, Fertilizer
F. Engineering Fabric
G. Pavement Markings and Adhesives
H. Asphalt Concrete Mix Design
I. Structural Concrete Mix Design
J. Aggregate Stone Base Sieve Analysis
K. Subbase Sieve Analysis
L. Trees, Shrubs and Landscaping
M. Concrete for Foundations, Collars, Grout at Pole Bases
N. Sewer Valves
O. Air Vent/Blow Off Assembly
P. Sanitary Sewer Manholes, Frames, Covers and Steps
Q. Corporation Stops
R. Retainer Glands
S. Mortar Connection of Pipe and Manhole

Method of Measurement – This item is considered incidental to the cost of furnishing and placing materials and will not be measured for payment.

Basis of Payment – All associated cost of implementing Contractor quality control shall be included in other pay items.

Any shop drawings or certifications submitted without the Contractor’s stamp of approval will not be considered and will be returned to the Contractor for proper resubmission. If any shop drawings or certification shows variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time. Otherwise, the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract even though the shop drawings and/or certifications have been approved.
The Contractor is to stamp each submittal with a stamp similar to the following.

**CONTRACTOR’S STAMP**

(Contractor’s Name)

REPRESENTS THAT WE HAVE DETERMINED AND VERIFIED ALL FIELD DIMENSIONS AND MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, CATALOG NUMBERS, AND SIMILAR DATA, AND THAT WE HAVE CHECKED AND COORDINATED SUCH SUBMITTALS WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.

BY: ____________________ DATE: ____________________

SECTION 104.03 – CONFORMITY WITH CONTRACT DOCUMENTS

It is the intent of the Contract Documents that all materials to be incorporated in the work and all construction work produced will be in close conformity with the specified values or ranges in values set forth for them in the Contract Documents. Less than exact or complete conformity may be tolerated in instances where the Owner has determined that obtaining exact or complete conformity would not be feasible. In this instance, an adjustment may be made to the Contract price.

Permissible tolerances for elevation of top of earthwork and the thicknesses of the several courses of select material, subbases and bases are specified in the various sections of the Contract Documents. When permissible tolerances are exceeded or in the event consistent deviations from plans or abrupt changes in grade occur, even though within the tolerances, the affected areas shall be reconstructed so as to conform to the specified tolerance and provide a smooth riding surface.

When it is not feasible to reconstruct the areas where the permissive tolerances have been exceeded, payment will be made in accordance with the applicable specification for each material placed.

When the plans require the finished surface to tie into any structural item, the elevation of which is fixed, the elevation of the finished surface shall coincide with the elevation of the structural item.

SECTION 104.04 – FURNISHING AND ERECTING PRECAST STRUCTURES

Precast units will be allowed by the Owner for the construction of standard drainage units, sanitary sewer structures, and minor structures. The use of precast box culverts, precast arch and special design precast structures will be considered provided the design for such structures is submitted to the Owner for approval prior to performance of the work. Submittal of designs for precast items included in the Standard Drawings will not be required provided the fabrication is in strict accordance with the standard detail.

Requests for approval of a precast design shall include detailed plans and supporting computations; all of which shall have been reviewed and approved by a registered professional engineer having at least five (5) years experience in structural design of the type of precast structures or components proposed.
The concrete shall have a minimum strength at 28 days of 4000 psi with 6% (plus or minus 2%) air content. The design of the concrete mix and the method of casting, curing, handling and erection shall also be subject to review by the Owner. Precast units may be shipped after reaching 85% of design strength as determined by control cylinders in accordance with Section 404 of the VDOT Road and Bridge Specifications; however, units shall retain their structural integrity during shipment and shall be subject to inspection at the job site. Approval to use precast units shall not be construed as waiving the size and weight hauling limitations of Section 104.14.

Approval by the Owner for the use of precast units is permissive only, and it shall be the responsibility of the Contractor to ensure that the precast unit, as installed at each specified location, will possess the specified structural, functional, aesthetic and serviceability characteristics of the cast-in-place design. In the event field conditions make the precast unit unsuitable, the Contractor may modify the unit in a manner which will not be detrimental to the structural design, as approved by the Owner, or shall replace the unit with the originally designed cast-in-place unit at no additional cost to the Owner.

The design of precast box culverts and precast arches shall conform to Section 302 of the VDOT Road and Bridge Specifications, the applicable requirements of the AASHTO Standard Specifications for Highway Bridges and VDOT modifications thereto.

In the event the Contractor elects to furnish and install precast box culverts or precast arches, payment will be made in accordance with Section 302.04 of the VDOT Road and Bridge Specifications for the original quantities shown on the plans for cast-in-place units; and no additional compensation will be allowed for casting, prestressing or shipping of the precast units or for additional work such as waterproofing, epoxy coating or joint sealant required as a result of the substitution.

SECTION 104.05 – COORDINATION OF CONTRACT DOCUMENTS

The Contractor shall keep one set of the Project Manual and Project Drawings available on the Project at all times.

A requirement occurring in any one of the Contract Documents is as binding as though occurring in all. In a case of discrepancy in the Contract Documents, the following hierarchy will govern: formal notifications/change orders issued after Notice to Proceed, Addenda issued prior to bid date, Project Drawings, the Project Manual and the references therein. In all cases, calculated dimensions, unless obviously incorrect, will govern over scaled dimension.

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers such an error or omission, he shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

SECTION 104.06 – COOPERATION OF CONTRACTOR

A. Project Meeting: The Contractor is required to attend meetings as requested by the Owner.

B. Preconstruction Conferences: Preconstruction conferences with the Contractor will be held prior to issuance of a Notice to Proceed.
C. Progress Meetings: A progress meeting to review progress to date and to resolve questions shall be held at a frequency established by the Owner.

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner and other Contractors in every way possible. Where any portion of a Project is located within the limits of a military installation or other federally owned property, the Contractor shall cooperate with the appropriate officials in the prosecution of his work to the same extent as with the Owner.

In the Contractor’s absence, he shall have on the Work at all times as his agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the Owner or his authorized representatives. The superintendent shall have full authority to execute orders or directions of the Owner without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

104.07 – COOPERATION WITH REGARD TO UTILITIES

A. Within the limits of this Project, there may be underground utilities which cannot be located from existing data. It shall be the responsibility of the Contractor to carry out his work carefully and skillfully so as to avoid damage to any underground utilities. Test pits, where necessary to locate existing underground facilities and performed at the direction of the Owner, will be paid for at the Contract unit price per each test pit.

B. All attachments to utility company poles shall be in accordance with the requirements of the utility and subject to the inspection by utility companies owning poles. The Contractor must obtain “permission to attach” or service drops from the appropriate utility company. The Contractor shall provide notice to the utility company at least twenty-one (21) days prior to need for service.

C. Existing city sewer valves may only be opened and closed by or under the direct supervision of the Owner’s personnel. When the Contractor requires valve operating services, it shall verbally inform the Public Works inspector and inform the Owner in writing at least forty-eight (48) hours in advance of the service required. In an emergency situation, the Contractor shall act to prevent loss or injury.

D. The cost of all work connected with the maintaining, protecting, and disposing of all utilities affected by the Work under this Contract shall be included in the respective Bid for the related items of the Contract, and no other compensation shall be allowed.

E. The Contractor shall coordinate his operation with the planned utility adjustments and take all necessary precautions to prevent disturbance of the utility facilities. The Contractor shall report to the Owner any failure on the part of the utility owners to cooperate or proceed with the planned utility adjustments.

F. All utility adjustments or new utility installations included in the Contract Documents to be performed by the Contractor shall be completed in accordance with the Contract provisions. The Contractor shall perform his work in a manner which will cause the least inconvenience to the utility owner or those being served by the utility.
G. Any existing, adjusted, or new utility facilities which are to remain within the right-of-way shall be properly protected by the Contractor to prevent disturbance or damage resulting from construction operations. In the event an existing utility is encountered by the Contractor which requires adjustment, the Contractor shall not interfere with said utility, but shall take the proper precautions to protect the facility and promptly notify the Owner.

H. Should the Contractor desire the temporary or permanent adjustment of utilities for his own benefit, he shall conduct all negotiations with the utility owners and pay all costs in connection with such adjustment.

SECTION 104.08 – COOPERATION AMONG CONTRACTORS

The Owner reserves the right at any time to contract or approve concurrent Contracts for the performance of other work on, near or within the Project limits. The Contractor shall not impede or limit access to such work by others.

When separate Contracts are awarded within the limits of one project, each Contractor shall conduct the work with a minimum hindrance to the work being performed by other contractors. Contractors working on the same project shall cooperate with each other and, in case of dispute, the Owner shall mediate and its decision shall be binding upon all parties.

When Contracts are awarded to separate Contractors for concurrent construction within a common area, the Contractors, in conference with the Owner, shall establish a written joint schedule of operations based on the limitations of the individual Contracts and the joining of the work of one Contract with the others. The schedule shall set forth the approximate dates and sequences for the several items of work to be performed and will insure completion within the contract time. The schedule shall be submitted to the Owner for review and approval no later than thirty (30) days after the award date and prior to the first estimate. The schedule shall be mutually agreeable, signed by, and binding upon each Contractor. The Owner may allow modifications of the schedule when mutual benefit to the Contractors and the Owner will result. Any modification of the schedule shall be in writing, mutually agreeable, signed by the Contractors, and shall be binding upon the Contractors in the same manner as the original agreement. Should the Contractors fail to agree upon a joint schedule of operations, they shall submit their individual schedules to the Owner who will prepare a schedule which will be binding upon each Contractor.

The joint schedule and any modification thereof shall become a part of each Contract involved and failure of either Contractor to abide by the terms of the joint schedule shall be justification for declaring the Contractor in default of the Contract.

Each Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and save harmless the Owner from any and all damages and claims that may arise because of inconvenience, delay or loss experienced by him as a result of the presence and operations of other contractors working in or near the work covered by his Contract and shall assume all responsibility for any of his work not completed because of the presence and operations of other contractors.

If any part of the Contractor’s work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the Owner any defects in such work that
render it unsuitable for such proper execution and results. The Contractor’s failure so to inspect and report shall constitute an acceptance of the other contractor’s work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor’s work after the execution of his work. To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report in writing to the Owner and discrepancy between the executed work and the Contract Documents.

The Owner will not assume any responsibility for acts, failures or omissions of one Contractor which delay the work of the other except as provided herein.

SECTION 104.09 – HOLIDAYS

Except as is necessary to maintain traffic, work shall not be performed on Saturdays, Sundays, or the following holidays without the permission of the Owner.

New Year’s Day  Labor Day
Martin Luther King, Jr. Day  Veterans Day
Presidents Day  Thanksgiving Day
Memorial Day  Christmas Day
Independence Day

If any of these holidays occur on Saturday, the Friday prior to the holiday shall be considered as the holiday.
If any of these holidays occur on Sunday, the following Monday shall be considered as the holiday.

SECTION 104.10 – CONSTRUCTION STAKES, LINES AND GRADES

N/A

SECTION 104.11 – AUTHORITY AND DUTY OF INSPECTOR

The inspector is the fully authorized representative of the Owner for this Project. All communications, between the Contractor and Owner will be through the inspector. During the prosecution of the work, the inspector will decide all questions which may arise as to the quantity, quality and acceptability of material furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the acceptable fulfillment of the Contract on the part of the Contractor, all disputes and mutual rights between contractors and all questions as to compensation.

The inspector will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

SECTION 104.12 – INSPECTION OF WORK

Under the phase inspection concept, inspection will be performed at the critical stages, however, all stages, materials and details of the Work are subject to inspection. The Owner shall be allowed access to
all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make and complete a detailed inspection. The Owner shall have ready access to machines and plant equipment used in the processing or placement of materials.

Final Inspection. The Owner shall schedule a final inspection of the Work included in the Contract within ten (10) days after receipt of written notification from the Contractor that the work is completed. If the work is not acceptable to the Owner, the Contractor shall be advised as to the particular defects to be remedied before final acceptance can be made.

Failure of the Owner to make this inspection within the time specified in no way relieves the Contractor of any of its obligations under the Contract.

Only written notification from the Owner will constitute final acceptance of any part of Work under the Contract.

Prior to beginning operations, the inspector will meet with the Contractor to establish an understanding of the critical stages of work. In order for the inspector to effectively and efficiently schedule inspection of the Work, the Contractor shall furnish the inspector a progress schedule in accordance with Section 107.08.

If the inspector requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed and examined prove acceptable, the uncovering and removing, and the replacing of the covering or making good the parts removed will be paid for as extra work; but should the Work so exposed or examined prove unacceptable, the uncovering or removing, and thus the replacing of the covering or making good the parts removed, will be at the Contractor’s expense.

If any Work is directed to be left open by the inspector is covered before testing and acceptance, the Contractor will not be paid for the cost of uncovering.

When any other unit of government or political subdivision, or any public or private corporation, is to pay a portion of the cost of the Work covered by this Contract, its respective representatives shall have the right to inspect the Work. The exercise of this right by such unit of government or political subdivision, or public or private corporation, will not be construed as making them a party or parties to the Contract, nor confer upon them the right to issue instructions or orders to the Contractor.

The Owner will provide inspection coverage for the schedule of activities proposed by the Contractor; however, delays to Work resulting from failure on the part of the Contractor to provide the schedule of operations in a timely manner, as required in Section 107.08, will not be considered just cause for extension of Contract time nor for additional compensation.

Any Work done or materials used without inspection by the Owner may be ordered removed and replaced at the Contractor’s expense, unless the Owner failed to inspect after having been given reasonable notice in writing that the Work was to be performed.
When an inspection reveals that Work has not been properly performed, the Contractor will be so advised and shall immediately inform the Owner of his schedule for correcting such work, as well as the time at which a reinspection of such work can be made.

The failure of the Owner to reject or condemn improper materials and workmanship shall not prevent the Owner from rejecting materials and workmanship found defective at any time prior to the final acceptance of the completed Work, nor shall it be considered as a waiver of any defects which may be discovered later, or as preventing the Owner at any time prior to the expiration of the guarantee period from recovering damages for work actually defective.

If the Contract Documents, Owners instruction, laws, ordinances or any public authority require any work to be specifically tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection by another authority other than the Owner, the date fixed for such inspection.

Work Outside Regular Hours of the Inspector: If the Contractor desires to perform work outside the regular hours of the Inspector, the Contractor shall request permission to work forty-eight (48) hours in advance to allow arrangements to be made for proper inspection. The Owner may refuse the Contractor permission to work for just cause. Reasonable efforts shall be made by the Contractor to avoid undue noise during the night and on Sundays, if it is necessary to work as such times.

The Owner reserves the right to schedule the Contractor to work outside normal working hours.

SECTION 104.13 – REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

Work which does not conform to the requirements of the Contract Documents will be considered unacceptable. Unacceptable work shall be remedied or removed immediately and replaced in an acceptable manner at the Contractor’s expense.

No work shall be done until the lines and grades have been given by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for by the Owner. Unauthorized work may be ordered removed or replaced at the Contractor’s expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Owner made under the provisions of this section, the Owner will have authority to cause unacceptable Work to be removed and replaced and unauthorized work to be removed and to deduct the cost from any monies due or to become due to the Contractor.

If the Contractor does not remove nonconforming Work and materials within a reasonable time, fixed by written notice from the Owner, the Owner may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) days at a time, the Owner may upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds, after deducting all the costs and expenses that should have been borne by the Contractor.

SECTION 104.14 – SIZE AND WEIGHT LIMITATIONS
A. Hauling or Moving Material and Equipment on Public Roads Open to Traffic: The Contractor shall comply with legal size and weight limitations in the hauling or moving of material and equipment on public roads open to traffic unless the hauling or moving is covered by a hauling permit.

B. Hauling or Moving Material and Equipment on Public Roads Not Open to Traffic: The Contractor shall comply with legal weight limitations in the hauling or moving of material and equipment on public roads that are not open to traffic unless the hauling or moving is permitted elsewhere herein or is otherwise covered by a hauling permit. The Contractor shall be liable for damage that results from the hauling or moving of material and equipment. The hauling or moving of material and equipment on the pavement structure or across any structure during various stages of construction shall be subject to additional restrictions as specified or directed by the Owner.

C. Furnishing Items in Component Parts of Sections: If the size or weight of fabricated or manufactured items together with that of the hauling or moving vehicle exceeds the limitations covered by hauling permit policies and other means of transportation are not available, permission will be given to furnish the items in component parts of sections with adequately designed splices or connections at appropriate points. Permission for such adjustments shall be requested in writing, and approval in writing shall be secured from the Owner prior to fabrication or manufacture of the items. The request shall state the reasons for adjustment and shall be accompanied by supporting data, including working drawings where necessary.

SECTION 104.15 – ACCEPTANCE

A. Partial Acceptance:

1. If at any time during the prosecution of the Project the Contractor completes a unit or portion of the project, such as a structure, an interchange, slopes, pavement, or a section of a roadway, in its entirety, he may ask the Owner to make final inspection of such work. If the Owner finds upon inspection that the work conforms to the requirements of the Contract Documents and that acceptance is in the interest of the public, the Owner may accept the work as being completed, and the Contractor will be relieved of further responsibility for the work as specified in Section 106.16. Partial acceptance shall in no way void or alter any terms of the Contract.

2. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work. If such prior use increases the cost or delays the work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Owner and the Contractor may agree.

3. If any damage attributable to causes beyond the control of the Contractor is sustained by the accepted unit or portion of the Project, the Owner may authorize the Contractor to make necessary repairs. In the absence of Contract prices covering the items of repair, the Work will be paid for in accordance with Section 108.05.

B. Final Acceptance: Upon receipt of a written notice from the Contractor of presumptive Completion of the entire Project, the Owner will make an inspection. If all Work specified in the Contract Documents has been completed, the inspection will constitute the final inspection and the Owner
will make the final acceptance. The Contractor will be notified of final acceptance in writing within five (5) days.

If the inspection discloses that any Work, in whole or in part, is incomplete or unacceptable, the Contractor shall immediately correct the deficiency. Upon completion or correction of the Work, another inspection will be made that will constitute the final inspection. In such event, the Owner will make the final acceptance and the Contractor will be notified of final acceptance in writing within five (5) days. In any event, the Contractor shall maintain the project until final acceptance except under conditions that may be specifically exempted.
SECTION 105 – CONTROL OF MATERIAL

SECTION 105.01 – SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

All materials used throughout the Work shall conform to the requirements of the Contract Documents. The Contractor shall regulate his supplies so that there will be a sufficient quantity of tested material on hand at all times to prevent any delay of Work. Except as otherwise specified, materials, equipment, and components shall be new. No later than seven (7) days prior to beginning construction operations under the Contract, the Contractor shall file a statement of the origin, composition, and manufacture of all materials to be used in the Work, including optional or alternate items. The Contractor’s statement shall be identified by the complete Project number, and all items or component materials shall be identified by the specific Contract item number and the specification reference shown in the Contract Documents.

When Contract Documents require that installation of material shall comply with the manufacturer’s printed instructions, the Contractor shall obtain and distribute copies of such instructions to the parties involved in the installation at the same time as the shop drawings; and maintain one set of complete instructions at the job site during installation and until Completion.

SECTION 105.02 – MATERIAL INSPECTION

The Contractor shall advise the Owner at least two (2) weeks prior to the delivery of any material from a commercial source. The Contractor shall provide the Owner with one copy of all invoices (prices are not required) for materials delivered to the Project with the following exceptions: asphalt concrete; dense graded aggregate, to include aggregate base, subbase, and select material; fine aggregate; open graded coarse aggregate; crusher run aggregate; and road stabilization aggregate. The printed weights of each load of these materials, as specified in Section 108.01, shall accompany the delivery, and such information shall be made available to the Inspector at the Project.

The Contractor will be responsible for supplying to the Owner certificates of supply for all materials used on this Project. If a material, i.e., concrete, is made up of more than one material, then a certificate must be furnished for each constituent. The certificate must state the supplier’s name, source of supply and verify that if applicable, the product meets the standards of the Contract Documents. The certificate must be signed by the supplier and the Contractor. Certificates must be presented to the Owner and approved prior to the use of the material on the Project. The Owner reserves the right to perform tests on the materials used at any time.

The Owner will inspect the materials provided under the Contract. The Contractor shall give the Owner timely notice of its readiness for inspection and testing. If any Work should be covered up without approval or consent of the Owner, the Owner may require it to be uncovered for examination.

The failure of the inspector to reject or condemn materials and workmanship not conforming to the Contract Documents shall not be prevent the Owner from rejecting materials and workmanship found not to be in accordance with the Contract Documents at any time prior to the acceptance of the completed Work, nor shall it be considered as a waiver of any nonconformance with the Contract Documents which may be discovered later, or as preventing the Owner at any time prior to the expiration of the guarantee period from recovering damages for work not in accordance with the Contract Documents.
SECTION 105.03 – LOCAL MATERIAL SOURCES (PITS AND QUARRIES)

The Contractor shall conform to all federal, state and local laws, ordinances, regulations, and the like, governing the use of pits and quarries.

SECTION 105.04 – DISPOSAL AREAS

In the performance of the work of the Contract, unsuitable materials, surplus materials or other construction debris, not designated by the Owner for replacement within the Project limits, shall be disposed on a site located outside the Project limits in compliance with this Contract, and federal, state and local laws and regulations. The Contractor shall obtain the necessary rights to the disposal site or sites utilized.

The Contractor shall furnish the Owner a statement signed by such disposal site property owner agreeing to the use of the property for the deposit of the material from the project. Upon completion of the use of the property as a disposal area, the Contractor shall also furnish the Owner a release signed by the disposal site property owner indicating that the property is in satisfactory condition.

Design, use, maintenance and restoration of the disposal site, along with the transportation of any materials, shall be in accordance with the terms of this Contract, any Contractor’s agreement with the disposal site property owner, federal, state and local laws and regulations. Additionally, the Contractor shall obtain all federal, state, and local approvals and permits before beginning any disposal operations. The approvals and permits shall be available for review by the Owner upon request. Whenever practicable, the Contractor should utilize disposal areas which are already approved and permitted for the disposal of unsuitable and/or surplus material.

Failure to comply with this provision will constitute a material breach of this Contract which will entitle the Owner to any and all remedies available pursuant to this Contract and under the law including, but not limited to, actual damages, penalties, fines, removal, restoration, attorney fees, and legal expenses.

SECTION 105.05 – RIGHTS TO AND USE OF MATERIALS FOUND WITHIN PROJECT LIMITS

With the approval of the Owner, the Contractor may use in the Project any materials found in the excavation that comply with the specifications.

SECTION 105.06 – SAMPLES, TESTS, AND CITED SPECIFICATIONS

Materials will be inspected and may be tested by the Owner before or during incorporation into the Work. However, the inspection and testing of such material shall not relieve the Contractor of the responsibility for furnishing material that conforms to the specifications. The Owner may retest all materials that have been accepted at the source of supply after delivery and may reject those that do not conform to the specifications. Stored material may be reinspected prior to use. Work in which untested materials are used without the written permission of the Owner may be considered unacceptable.

Unless reference is made to a specific dated specification, references in these specifications to AASHTO, ASTM, VTM, and other standard test methods and materials requirements shall refer to either the test specifications that have been formally adopted or the latest “interim” or “tentative” specifications that
have been published by the appropriate committee of such organizations as of the date of advertisement for bids.

The inspection cost of structural steel items fabricated in a country other than the continental United States shall be borne by the Contractor. Inspection of structural fabrication shall be performed in accordance with the appropriate VTM by a commercial laboratory approved by the Owner. Additional cleaning or repair necessary because of environmental conditions in transit shall be at the Contractor’s expense.

In lieu of testing, the Owner may approve the use of materials based on the receipt of certification furnished by the Contractor from the manufacturer. However, furnishing the certificate shall not relieve the Contractor of the responsibility for furnishing materials that conform to the specifications.

SECTION 105.07 – PLANT INSPECTION

If the Owner inspects the materials at the source, the following conditions shall be met:

A. The Owner shall have the cooperation and assistance of the Contractor and producer of the materials.

B. The Owner shall have full access to parts of the plant that concern the manufacture or production of the materials being furnished.

C. Adequate safety measures shall be provided and maintained.

SECTION 105.08 – STORING MATERIALS

Deliver products in undamaged condition, in manufacturer’s original containers or packaging, with identifying labels intact and legible.

Immediately on delivery, the Contractor shall inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

Materials shall be stored in a manner so as to ensure the preservation of their quality and fitness for the Work. Store products in accordance with manufacturer’s instructions, with seals and labels intact and legible. When considered necessary by the Owner, materials shall be stored in weatherproof buildings on wooden platforms or other hard, clean surfaces that will keep the material off the ground. Materials shall be covered when directed by the Owner. Stored material shall be located so as to facilitate its prompt inspection.

If needed, required storage space shall be provided by the Contractor at his expense. Private property shall not be used for storage purposes without the written permission of the private property owner or his/her agent. Copies of the written permission shall be furnished to the Owner. Upon completion of the use of the property, the Contractor shall furnish the Owner a release signed by the private property owner indicating that the property has been satisfactorily restored.

SECTION 105.09 – HANDLING MATERIALS
Materials shall be handled in a manner that will preserve their quality and fitness for the Work. Aggregates shall be transported from storage to the Work in vehicles constructed to prevent loss or segregation of materials.

Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

SECTION 105.10 – UNACCEPTABLE MATERIALS

Materials that do not conform to the specifications shall be considered unacceptable. Such materials, whether in place or not, will be rejected and shall be removed from the site of the Work. If it is not practical for the Contractor to remove rejected material immediately, the Owner will mark the material for identification. Rejected material whose defects have been corrected shall not be used until approval has been given by the Owner.

SECTION 105.11 – MATERIAL FURNISHED BY THE OWNER

The Contractor shall furnish all materials required to complete the Work except those specified to be furnished by the Owner.

Material furnished by the Owner will be delivered or made available to the Contractor at the points specified in the Contract Documents. The cost of handling and placing materials after delivery to the Contractor shall be included in the Contract price for the item with which they are used.

The Contractor shall be responsible for material delivered to him, including shortages, deficiencies, and damages that occur after delivery, and any demurrage charges.
SECTION 106 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 106.01 – LAWS TO BE OBSERVED

The Contractor shall keep fully informed of federal, state, and local laws, bylaws, ordinances, orders, decrees, and regulations of governing bodies, courts, and agencies having any jurisdiction or authority that affects those engaged or employed on the Work, the conduct of the Work, or the execution of any documents in connection with the Work. The Contractor shall observe and comply with such laws, ordinances, regulations, orders, or decrees and shall indemnify and hold harmless the Owner and its agents, officials, or employees against any claim for liability arising from or based on their violation, whether by himself, his agents, his employees, or subcontractors. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner in writing. The Contractor shall execute and file the documents, statements, and affidavits required under any applicable federal or state law or regulation affecting his Bid or Contract or prosecution of the Work thereunder. The Contractor shall permit examination of any records made subject to such examination by any federal or state law or by regulations promulgated thereunder by any state or federal agency charged with enforcement of such law.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the Owner with its social security number or federal taxpayer identification number prior to any payments being made under this Contract.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the Owner. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

A. Environmental Considerations

Any cost associated with violations of the law including, but not limited to, remediations, clean up costs, fines, administrative or civil penalties or charges, and third party claims imposed on the Owner by any regulatory agency or by any third party as a result of the Contractor’s noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by the Contractor or by subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities retained by the Contractor for this Contract, shall be paid by the Contractor.

SECTION 106.02 – PERMITS, CERTIFICATES, AND LICENSES OBTAINED

Except as otherwise specified herein, the Contractor shall procure necessary permits, certificates, or licenses that have not been obtained by the Owner. The Contractor shall pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

SECTION 106.03 – PATENTED DEVICES, MATERIALS, AND PROCESSES

If the Contractor employs any design, device, material, or process covered by a patent or copyright, he shall provide for its use by obtaining a legal agreement with the patentee or Owner. The Contractor and the surety shall indemnify and save harmless the Owner, and affected third parties, or political subdivision from claims for infringement because of such use. The Contractor shall indemnify the Owner
for costs, expenses, or damages resulting from infringement during prosecution or after completion of the Work.

SECTION 106.04 – RESTORATION OF WORK PERFORMED BY OTHERS

The Owner may construct or reconstruct any utility service in the highway or street or grant a permit for the same at any time. The Contractor shall not be entitled to any damages occasioned thereby other than a consideration of an extension of time.

When authorized by the Owner, the Contractor shall allow any person, firm, or corporation to make an opening within the limits of the Project upon presentation of a duly executed permit from the Owner. When directed by the Owner, the Contractor shall satisfactorily repair portions of the Work disturbed by the openings. The necessary work will be paid for as extra work in accordance with these specifications and shall be subject to the same conditions as the original work performed.

SECTION 106.05 – FEDERAL-AID PROVISIONS

N/A

SECTION 106.06 – SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of employees as may be necessary to comply with the requirements of the state and local Board of Health or other bodies or tribunals having jurisdiction.

SECTION 106.07 – PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct his work so as to ensure the least possible obstruction to traffic. The Contractor shall provide for the safety and convenience of the general public and residents within the Project Limits and the protection of persons and property as specified in Section 103.04.

SECTION 106.08 – RAILWAY-HIGHWAY PROVISIONS

N/A

SECTION 106.09 – CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS

The Contractor shall conduct the work on navigable waters so as to ensure the least possible obstruction to navigation and that the existing navigable depths will not be impaired except as may be allowed by a permit issued by the U.S. Coast Guard. The Contractor shall also provide and maintain temporary navigation lights and signals required by U.S. Coast Guard regulations for the protection of navigation. When the Owner determines that the work has reached a point where such action may be taken, the channel(s) through the structure shall be promptly cleared of falsework, piling, or other obstructions placed therein or caused by the construction of the structure to the satisfaction of the Coast Guard.

SECTION 106.10 – BARRICADES AND WARNING SIGNS

The Contractor shall provide and maintain all necessary watchmen, barricades, lights and warning signs, and take all necessary precautions for the protection and safety of the public.
SECTION 106.11 – USE OF EXPLOSIVES

The use of explosives will not be allowed.

SECTION 106.12 – PROTECTING AND RESTORING PROPERTY AND LANDSCAPE

Protection of work and property. 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.

Cleaning up and restoration of site. The Contractor shall, during the progress of Work and as directed by the Owner, remove from the Owner’s property and from all public and private property and rights-of-way, at its own expense, all temporary structures, rubbish, debris, piles of earth, foreign matter, and waste materials resulting from his operations. The site of the Work shall be restored to the conditions existing before the Work was started, to the satisfaction of the Owner. Lawns, pavements, sidewalks, and other surfaces shall be preserved where practicable, but if damaged, shall be fully restored.

The Owner may take corrective action if the Contractor fails to perform cleanup and restoration in an orderly, continuous, and expeditious manner. The Owner may take corrective action three (3) days after delivery of a notice to do so to the Contractor and deduct the cost from any monies due the Contractor.

The Contractor shall preserve property and improvements along the lines of and adjacent to the Work unless their removal or destruction is called for by the plans. The Contractor shall use suitable precautions to prevent damage to such property.

When the Contractor finds it necessary to enter on private property, he shall secure from the property owner written permission for such entry prior to moving thereon. A signed copy of this document shall be furnished to the Owner.

The Contractor shall be responsible for damage or injury to the 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.

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 nonexecution thereof on the part of the Contractor, the Contractor shall restore such property to a condition equal to that existing before such damage was done by repairing, rebuilding, or restoring, as may be directed by the Owner, or making such 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.

SECTION 106.13 – RESPONSIBILITY FOR DAMAGE CLAIMS

See Risk Assessment – Section to be completed.
SECTION 106.14 – ENVIRONMENTAL STIPULATIONS

No separate payment will be made for the Work or precautions described herein except where provided for as a specific item in the Contract or where a provision has been made for such payment in these specifications.

A. Pollution

1. Water – The Contractor shall exercise every reasonable precaution throughout the duration of the Project to prevent pollution of rivers, streams, and impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, paints, sedimentation, and other harmful material shall not be discharged into or alongside rivers, streams, or impoundments or into channels leading into them.

Construction discharge water shall be filtered to remove deleterious materials prior to discharge into state waters. During specified spawning seasons, discharges and construction activities in spawning areas of state waters shall be restricted so as not to disturb or inhibit aquatic species that are indigenous to the waters. Neither water nor other effluent shall be discharged onto wetlands or breeding or nesting areas of migratory waterfowl. When used extensively in wetlands, heavy equipment shall be placed on mats. Temporary construction fills and mats in wetlands and flood plains shall be constructed of approved nonerodible materials and shall be removed by the Contractor to natural ground when the Owner so directs.

If the Contractor dumps, discharges, or spills any oil, raw sewage or chemical that reaches or has the potential to reach a waterway, he shall immediately notify all appropriate jurisdictional local, state, and federal agencies in accordance with Section 106.01 and shall take immediate actions to contain, remove, and properly dispose of the oil or chemical.

Excavation material shall be disposed of in approved areas above the mean high water mark shown on the plans in a manner that will prevent the return of solid or suspended materials to state waters. If the mark is not shown on the plans, the mean high water mark shall be considered the elevation of the top of stream banks.

Construction operations in rivers, streams, or impoundments shall be restricted to those areas where channel changes are shown on the plans and to those that must be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of falsework, piling, debris, or other obstructions placed therein or caused by construction operations.

The Contractor shall prevent stream constriction that would reduce stream flows below the minimum, as defined by the Virginia Department of Environmental Quality (DEQ), during construction operations.
If it is necessary to relocate an existing stream or drainage facility temporarily to facilitate construction, the Contractor shall design and provide temporary channels or culverts of adequate size to carry the normal flow of the stream or drainage facility. The Contractor shall submit a temporary relocation design to the Owner for review and acceptance in sufficient time to allow for discussion and correction prior to beginning the work the design covers. Costs for the temporary relocation of the stream or drainage facility shall be included in the Contract price for the related pipe or box culvert.

2. **Air** – The Contractor shall comply with the provisions of Section 16.01 and the State Air Pollution Control Law and Rules of the DEQ, including notifications required therein. Burning shall be performed in accordance with applicable local laws and ordinances and under the constant surveillance of watch persons. Care shall be taken so that the burning of materials does not destroy or damage property or cause excessive air pollution. The Contractor shall not burn rubber tires, asphalt, used crankcase oil, or other materials that produce dense smoke. Burning shall not be initiated when atmospheric conditions are such that smoke will create a hazard to the motoring public or airport operations. Provisions shall be made for flagging vehicular traffic if visibility is obstructed or impaired by smoke. At no time shall a fire be left unattended.

3. **Noise** – The Owner may prohibit or restrict to certain portions of the Project any Work that produces objectionable noise, as defined below, between 10 PM and 6 AM. If other hours are established by local ordinance, the local ordinance shall govern.

   Equipment shall in no way be altered so as to result in noise levels that are greater than those produced by the original equipment.

   When feasible, the Contractor shall establish haul routes that direct his vehicles away from developed areas and ensure that noise from hauling operations is kept to a minimum.

   These requirements are not applicable if the noise produced by sources other than the Contractor’s operation at the point of reception is greater than the noise from the Contractor’s operation at the same point.

   a. **Stationary Noise**

      Noise produced by stationary, engine driven, continuously operating construction equipment shall not exceed the maximum level of 60 decibels at a distance of 50 feet.

      The equipment to be furnished for noise control shall include one portable sound reducing enclosure for each unit of stationary, engine driven, continuously operating equipment on the project.

      1. The enclosure shall have a roof and be enclosed on all sides. The enclosure shall be sized such that there is a minimum of 3 feet of clear space on all sides of the equipment. The base of the enclosure shall rest
solidly on the ground for its entire perimeter. Openings shall be provided for ventilation and piping shall be baffled.

2. Under no circumstances are fuel tanks or drums to be housed within the enclosure.

3. Should the enclosure be locked after working hours, the Owner is to be provided a key for use during emergency operations.

4. The total area of ventilation openings shall be based on a minimum air quantity of 5,000 cfm and a maximum velocity of 500 fpm.

5. The exhaust system, complete with muffler, shall be maintained in a leak-free condition, free of holes and loose fittings. The muffler shall be maintained to produce the noise reduction qualities of a new muffler throughout the Project. The exhaust system shall be extended through the roof of the enclosure; under no circumstances shall the equipment exhaust within the enclosure.

6. Sound absorbing material shall be a minimum of 32-inch nonflammable insulation, vapor barrier away from equipment, or equal.

7. Suction and discharge piping shall be extended through the sides of the enclosure and the annular space around the pipe shall be filled with a flexible, nonflammable material.

b. Non-Stationary Noise

1. The Contractor’s operations shall be performed so that non-stationary noise levels measured during a noise-sensitive operation shall not be more than 80 decibels within 100 feet from the point of origin or within 10 feet of a facility. Noise-sensitive facility is any facility for which lowered noise levels are essential if the facility is to serve its intended purpose. Such facilities include, but are not limited to, those associated with residences, hospitals, nursing homes, churches, schools, libraries, parks and recreational areas.

2. The Owner may monitor construction-related noise. If construction noise levels exceed 80 decibels, the Contractor shall take corrective action before proceeding with operations. The Contractor shall be responsible for costs associated with the abatement of construction noise and the delay of operations attributable to noncompliance with these requirements.

B. Forest

The Contractor shall take all reasonable precautions to prevent and suppress forest fires in any area involved in construction operations or occupied by him as a result of such operations. The
Contractor shall cooperate with the proper authorities of the state and federal governments in reporting, preventing, and suppressing forest fires. Labor, tools, or equipment furnished by the Contractor upon the order of any forest official issued under authority granted the official by law shall not be considered a part of the Contract. The Contractor shall negotiate with the proper forest official for compensation for such labor, tools, or equipment.

C. Archeological, Paleontological, and Rare Mineralogical Findings

In the event of the discovery of historic ruins, Indian or early settler sites, burial grounds, relics, fossils, meteorites, or other articles of archeological, paleontological, or rare mineralogical interest during the prosecution of Work, the Contractor shall act immediately to suspend work at the site of the discovery and notify the Owner. The Owner will immediately notify the proper state authority charged with the responsibility of investigating and evaluating such finds. The Contractor shall cooperate and, upon request by the Owner, assist in protecting, mapping, and removing the findings. Labor, tools, or equipment furnished by the Contractor for such work will be paid for in accordance with Section 103.03. Findings shall become the property of the Owner unless they are located on federal lands, in which event they shall become the property of the U.S. government.

When such work delays the progress of the Work, the Owner will give consideration to adjustments in the Contract time limit in accordance with Section 107.09.

SECTION 106.15 – OPENING SECTIONS OF PROJECTS TO TRAFFIC

When specified in the Contract or when directed by the Owner, certain sections of the Work may be opened to traffic.

On any section of the Work opened by order of the Owner where the Contract Documents do not provide for traffic to be carried through the Work and the Contractor has not been dilatory in prosecuting the Work, the Contractor will not be required to assume any expense entailed in maintaining the road for traffic. Such expense will be borne by the Owner or will be compensated for in accordance with Section 108.05. Repair of slides and repair of damage attributable to traffic will be compensated for in accordance with Section 108.05. The cost of all other repairs shall be borne by the Contractor. Slides shall be removed by the Contractor in accordance with Section 303 of the VDOT Road and Bridge Specifications.

On any section of the work opened by order of the Owner where the Contract Documents do not provide for traffic to be carried through the work, any additional cost for the completion of other items of work that are occasioned because of the changed working conditions will be compensated in accordance with Section 108.05.

If the Contractor is dilatory in completing the Work, he shall not be relieved of the responsibility for maintenance during the period the section is opened to traffic prior to final acceptance. Any expense resulting from the opening of such portions under these circumstances, except for slides, shall be borne by the Contractor. The Contractor shall conduct the remainder of the construction operations so as to cause the least obstruction to traffic.

SECTION 106.16 – CONTRACTOR’S RESPONSIBILITY FOR WORK
Until final acceptance of the Work by the Owner in accordance with Section 104.15, the Contractor shall have charge and care thereof and shall take every precaution against damage to any part thereof by action of the elements or from any other cause. The Contractor shall rebuild, repair, restore, and make good damage to any portion of the Work occasioned by any of the foregoing causes before final acceptance and shall bear the expense thereof. The Owner may reimburse the Contractor for repair of damage to Work attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor.

In case of suspension of Work, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Work, provide for erosion control and drainage, and erect any necessary temporary structures, signs, or other facilities at his own expense. During the suspension of Work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedlings, and soddings furnished under the Contract and shall take adequate precautions to protect new tree growth and other important vegetation against damage.
SECTION 106.17 – CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

At points where the Contractor’s operations are adjacent to the properties of any utility, including railroads, and damage to which might result in considerable expense, loss, or inconvenience, Work shall not commence until arrangements necessary for the protection thereof have been completed.

The Contractor shall cooperate with owners of utility lines so that removal and adjustment operations may progress in a reasonable manner, duplication of adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

If any utility service is interrupted as a result of accidental breakage or of being exposed and unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until service is restored. The Contractor shall be responsible for any damage to utilities that are attributable to his neglect or methods of performing the work.

Nothing in this section shall be construed to be in conflict with Section 106.12.

SECTION 106.18 – FURNISHING RIGHT OF WAY

The Owner may secure necessary rights of way and easements in advance of construction. Easements for temporary uses and detours requested by the Contractor and approved by the Owner in lieu of a detour within the right of way or easement area shall be acquired by the Contractor without the Owner being a party to the agreement.

SECTION 106.19 – PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Owner, or its authorized representatives, either personally or as officials of the Owner. In all such matters, they act solely as agents and representatives of the Owner.

SECTION 106.20 – NO WAIVER OF LEGAL RIGHTS

The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after final acceptance of the Work and payment therefor from showing (1) the true amount and character of the work performed and materials furnished by the Contractor, (2) that any such measurement, estimate, or certificate is untrue or incorrectly made, or (3) that the work or materials do not conform with the provisions of the Contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor or his surety, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Owner or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
SECTION 106.21 – NOTIFYING THE PUBLIC

Immediately after the Contract is awarded, the Contractor shall obtain from the Assessor’s Office a list of property owners and businesses located in the immediate area of the project and notify each by mail of impending construction. This notification shall be accomplished prior to beginning any work and will include the approximate date that construction will begin and the length of time in which it will occur.

The Contractor may elect or the Owner may request that a neighborhood meeting be held at a convenient location where the Contractor will review his construction process and dates of major events and will identify a contact person or persons to resolve problems.
SECTION 107 – PROSECUTION AND PROGRESS OF WORK

SECTION 107.01 – SUBCONTRACTING

N/A

SECTION 107.02 – NOTICE TO PROCEED

The Owner will issue a Notice to Proceed after execution of the Contract. The Contract time will start on the date specified in the Notice to Proceed. In no case shall work begin before the Contract is executed by the Owner. The Contractor shall notify the Owner at least three (3) days prior to the date on which work will begin.

SECTION 107.03 – PROSECUTION OF WORK

Work shall be conducted in such a manner and with sufficient materials, equipment, tools, and labor as are necessary to ensure its Completion in accordance with the Contract Documents. Once the Contractor has begun work, it shall be prosecuted continuously and to the fullest extent possible except for interruptions caused by weather or delays authorized or ordered by the Owner. If approval is given to suspend the work temporarily, the Contractor shall notify the Owner at least twenty-four (24) hours in advance of resuming operations.

SECTION 107.04 – CRITICAL MATERIALS

When the supply of critical materials becomes scarce because of the needs of national defense or industrial conditions beyond the control of the Owner or Contractor, the provisions of this section will become applicable to the Contract.

When all items of Work involving noncritical materials have been completed by the Contractor or have progressed to a point where no further work is practicable prior to receipt of critical materials, a complete suspension of Work will be granted by the Owner. Requests for partial suspension orders because of delays attributable to nonreceipt of critical materials will be considered on the basis of merit in each case.

The Owner reserves the right to substitute materials by means of a Change Order.

SECTION 107.05 – LIMITATION OF OPERATIONS

The Contractor shall conduct the Work in a manner and sequence that will ensure its expeditious Completion with the least interference to traffic and shall have due regard for the location of detours and provisions for handling traffic. The Contractor shall not open any work to the prejudice or detriment of work already started. The Owner may require the Contractor to finish a section of work before work is started on any other section.

Phases of construction which involve the temporary interruption of essential public utilities shall be scheduled in consultation with the Owner.
SECTION 107.06 – GRATUITIES

Gifts, gratuities, or favors shall not be given or offered by the Contractor to personnel of the Owner.

The Contractor shall not employ any personnel of the Owner for any services without the prior written consent of the Owner.

SECTION 107.07 – CHARACTER OF WORKERS, WORK METHODS, AND EQUIPMENT

Workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special or skilled work shall have sufficient experience in such work and in the operation of equipment required to perform it properly and satisfactorily.

Any person employed by the Contractor or any subcontractor who, in the opinion of the Owner, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing the person and shall not be employed again on any portion of the Work without the approval of the Owner.

Equipment shall be of a sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment shall be such that no damage to the roadway, adjacent property, or other highways will result from its use. The Owner may order the removal and require replacement of unsatisfactory equipment.

SECTION 107.08 – PROGRESS SCHEDULE

The Contractor shall submit a progress schedule to the Owner for approval if the Work is projected to take thirty (30) days or longer for completion. The progress schedule must be submitted no later than thirty (30) days after the award date. The progress schedule shall show the proposed order of Work and indicated the time required to complete the items of Work. Work shall begin at the manhole with the lowest invert elevation for sewer projects.

The schedule may be used as the basis for establishing major construction operations and as a check on the progress of the Work. The schedule shall, however, be subject to revision in accordance with Section 104.08. Payment for material stockpiled or stored in accordance with Section 108.08 will not be considered in determining the Contractor’s rate of progress.

The Contractor shall furnish a schedule showing how he proposes to execute the Work to complete the Project by the date set for Completion using either a bar-graph schedule conforming to the requirements of 107.08(A) or a network schedule conforming to the requirements of 107.08(B).

A. Bar-graph Schedule:

When the Contractor elects to use the bar-graph type of schedule, the Contractor shall submit, at the pre-construction conference, three copies of the progress schedule.

The progress schedule shall be submitted with the following minimum information included:
Major components of work:

1. Grading
2. Drainage
3. Utilities
4. Base
5. Surface
6. Traffic Signalization and Pavement Marking
7. Miscellaneous Items

The schedule shall include a bar-graph for each line item under each major component of work, showing graphically the calendar time each line item activity is scheduled. The percent complete for each line item activity for each month, based on the monetary value of the Work, shall be listed in number above the bar-graph.

Upon approval, this schedule shall not be altered without the consent of the Owner. In the event of a major change in scope (Change Order), a time extension, or the Contractor’s failure to comply with the approved schedule, the Contractor shall submit a revised progress schedule showing how he proposes to execute the balance of work, prior to the next payment.

B. Network Schedule:

When the Contractor elects to use the network scheduling approach, the Work shall be Scheduled by the Critical Path Method (CPM).

The Contractor shall take into consideration all conditions facing him in carrying out the Work, and shall schedule the Work to complete it by the required Contract Time Date.

Network diagrams shall be prepared on paper not exceeding twenty-four (24) inches in width and no more than thirty-six (36) inches in length. Diagrams shall show the order and interdependence of line item activities, and the sequence and quantities in which the work is to be accomplished as planned by the Contractor. The tabulated data shall include early, late, schedule start and completion. The critical path shall be highlighted on the network.

The Contractor shall submit for approval three (3) copies of a preliminary plan and schedule of Contract operations, using network diagrams, at the pre-construction conference. The network will be reviewed by the Owner for logic and conformance to the requirements as set forth herein, and for the conformance to any special notations in the plans pertaining to sequence of operations and seasonal limitations. After evaluation by the Owner, the network will be returned to the Contractor either approved or with recommended changes. The Contractor shall resubmit three copies of the finalized network schedule within two weeks after receipt of the preliminary schedule returned by the Owner.

In the event of a major change in scope (Change Order), a time extension, or the Contractor’s failure to comply with the approved schedule, the Contractor shall change the network schedule so as to show the current mode of operation, prior to the next payment.
C. Progress Reports:

Each month the Contractor shall submit a report (three copies) reflecting actual progress of the Work. These progress reports shall be made for any project in which either a bar-graph schedule or network schedule is utilized. The reports shall show the percent complete for the total Contract and for each line item activity listed on the bar-graph schedule or network schedule. The percentage figures shall be based on the monetary value of the work estimated. These percentage figures shall be used by the Contractor in preparing his monthly estimate for partial payment.

The first report shall cover the work completed from the beginning of the Project until the end of the first full month after the Notice to Proceed is issued. Subsequent reports shall show the total percent complete from the beginning of the work to the end of the month for which the report is prepared. All reports shall be submitted within seven (7) days after the end of the month, and shall be dated and signed by the Contractor.

D. Daily Reports:

At the beginning of each workday the Contractor shall submit no later than 10:00 AM, a daily report indicating construction activities and progress of the Work for the previous day. The report shall state the line item number, item description, and quantities of each installed or constructed that day. In addition, the report shall include as a minimum, the following:

1. Weather, including the temperature, sky condition, precipitation,
2. Important discussions with the Owner or Subcontractors,
3. Visitors or Inspections,
4. Hours of work,
5. Length and cause of any delay,
6. Arrival/departure of major equipment.

SECTION 107.09 – DETERMINATION AND EXTENSION OF CONTRACT TIME LIMIT

No request for an extension of time will be considered that is based on any claim that the Contract time limit as originally established was inadequate.

Weather shall be considered “unusually severe” only if a weather condition (or any combination of weather conditions) prevents the Contractor from working a number of work days during a calendar month, which number exceeds the number of work days listed below for that calendar month. The number shall be agreed upon by the Owner and the Contractor. Delays will only be allowed for the number of lost work days in excess of the following:

<table>
<thead>
<tr>
<th>Month</th>
<th>Lost Work Days</th>
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</thead>
<tbody>
<tr>
<td>January</td>
<td>8</td>
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<tr>
<td>February</td>
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<td>March</td>
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<td>November</td>
<td>4</td>
</tr>
<tr>
<td>December</td>
<td>6</td>
</tr>
</tbody>
</table>
In no way is the Contractor to interpret the allowed days per month to be cumulative.

The submittal evidence for weather claims shall include a copy of the Project schedule as required under Section 107.08, and documentation of the days claimed in excess of the time allocated to the critical construction. Delays to construction events not on the critical path for Completion will not be given Change Order adjustments to the schedule.

If the satisfactory fulfillment of the Contract with extensions and increases authorized in accordance with Section 103.03 requires the performance of work in greater quantities than those specified in the Contract, the Contract time limit will be increased according to one of two options selected at the discretion of the Owner: (1) the extra time allowances as agreed on and set forth in the extra work order that covers the additional work, or (2) the same ratio that the total cost of work actually performed shall bear to the total cost shown in the Bid schedule. However, in no case will a time extension be granted unless the Contractor can substantiate the need for an extension of the Contract time limit supported by a revised progress schedule.

During prosecution of the Work, the Contractor shall identify the causes for any delays attributable to conditions he deems to be beyond his control and shall identify the particular construction operations affected and the significant dates that encompass the periods of delay. The timely submission to the Owner of such information is essential for the Owner to make an adequate evaluation of any subsequent claim received from the Contractor for an extension of the Contract time limit.

A. Calendar Days

When the Contract time limit is specified in calendar days, the time includes Sundays, holidays, and non-working days. When the Owner authorizes the suspension of work in whole or in part in accordance with Section 107.10 and such suspension is not attributable to any fault or negligence on the part of the Contractor, the Contract time limit will be adjusted. The Contract time limit may be adjusted on a day-for-day basis when the Work is wholly suspended and on a prorated basis when the Work is partially suspended.

To determine the number of calendar days chargeable to the Contract time limit for work performed between the effective number of dates of a partial suspension order, the total dollar value of the Contract will be divided by the number of days in the Contract time limit. The result shall be the dollar value of one day’s work. The dollar value of all work actually performed during a partial suspension period will be divided by the monetary value of one day’s work. The result, in days, will be charged against the Contract time limit. In no case will the number of days charged be greater than the total number of calendar days between the effective dates of a partial suspension order. In determining the dollar value of work actually performed during a partial suspension period, the dollar value of adjustments made for work performed prior to the issuance of a partial suspension order and the dollar value of mobilization and stockpiled materials during the period will be excluded.

B. Fixed Date

When the Contract time limit is specified as a fixed date, the Contractor shall take into consideration normal conditions considered unfavorable for the prosecution of the work and shall place sufficient workers and equipment on the Project to complete the work in accordance
with the Contract time limit. The Owner will give consideration for extension of time when a delay occurs due to unforeseen causes beyond the control of and without the fault or negligence of the Contractor. However, consideration will not be given to extensions of time attributable to weather conditions or conditions resulting from weather.

The Contractor will have a maximum of thirty (30) calendar days from the occurrence of an event he feels justifies an extension of time to notify the Owner in writing. The Contractor will have a maximum of forty-five (45) calendar days from the occurrence of an event he feels justifies an extension of time to substantiate the claim, including submittal of a revised progress schedule indicating the total impact of the event on the Project, or else the claim is automatically denied.

SECTION 107.10 – SUSPENSION OF THE WORK ORDERED BY THE OWNER

The Owner shall have the authority to suspend the work wholly or in part by written order for such period as he may deem necessary because of unsuitable weather, any condition considered by him to be unfavorable for the general prosecution of the Work, or failure on the part of the Contractor to correct conditions unsafe for workers or the general public, to carry out orders given, or to perform any provisions of the Contract Documents. Extension of the Contract time limit because of suspension orders will be determined in accordance with Section 107.09. When a suspension order is attributable to the fault or negligence of the Contractor, consideration will not be given to extension of the Contract time limit.
SECTION 108 – MEASUREMENT AND PAYMENT

SECTION 108.01 – MEASUREMENT OF QUANTITIES

Work specified in the Contract Documents will be measured by the Owner according to U.S. Standard Measure. The methods of measurement and computations to be used to determine quantities of material furnished and work performed will be those generally recognized as conforming to good engineering practice.

Longitudinal measurements for surface computations will be made horizontally, and transverse measurements will be the surface measure shown on the plans or ordered in writing by the Owner. Individual fixture areas of 9 square feet or less will not be deducted from surface areas measured for payment.

Structures will be measured according to neat lines shown on the plans.

Items that are measured by the linear foot will be measured parallel to the base or foundation upon which they are placed.

Allowance will not be made for surfaces placed over a greater area than shown on the plans or for any material moved from outside the area of the cross section and lines shown on the plans.

When standard manufactured items are specified and are identified by weights or dimensions, such identification will be considered nominal. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

A. Measurement by Weight

Materials that are measured or proportioned by weight shall be weighed on accurate scales. When material is paid for on a tonnage basis, personnel performing the weighing shall be bonded to the Commonwealth of Virginia in the amount of $10,000 for the faithful observance and performance of the duties of the weigh person required herein. No payment will be made for materials delivered in excess of the legal load limits estimated for each truck.

The Contractor shall have the weigh person perform the following:

1. Post and furnish a weekly tare weight of each truck used and keep a record of them for 12 months.

2. Furnish a signed weigh ticket for each load that shows the date, truck number, load number, plant name, size and type of material, project, schedule or purchase order number, and the weights specified herein.

3. Maintain sufficient documentation so that the accumulative tonnage and distribution of each lot of material, by Contract, can be readily identified.

4. Submit by the end of the next working day a summary of the number of loads and total weights for each type of material by Contract.
Trucks used to haul material being paid for by weight shall display the truck number and legal gross and legal net weight limits. These markings shall be permanently stenciled on each side of the truck and plainly visible to the weigh person from the normal position at the scales.

The truck tare to be used in the weighing operation shall be the weight of the empty truck determined with full tank(s) of fuel and the operator seated in the cab. The tare weight of trucks shall be record to the nearest 20 pounds. At the option of the Contractor, a new tare may be determined for each load. When a new tare is obtained for each load, the requirement for full tank(s) of fuel will be waived.

Net rail shipment weights may be used for pay quantities when evidenced by railroad bills of lading. However, such weights will not be accepted for pay quantities of materials that subsequently pass through a stationary mixing plant.

Scales shall conform to the requirements for accuracy and sensitivity specified in the NIST’s Handbook No. 44 for Specification Tolerances and Requirements for Commercial and Weighing Devices. Scales shall be approved and sealed by the Weights and Measures Regulatory Section of the Virginia Department of Agriculture and Consumer Services, or other approved agencies, within the previous twelve (12) months and upon being moved. Hopper and truck scales shall be serviced and tested by a scale service representative at least once every six (6) months. Truck scales shall be checked with at least 20,000 pounds of test weights. This test shall be done prior to the annual check by Department of Agriculture and Consumer Services.

Copies of scale test reports shall be maintained on file at the scale location for at least eighteen (18) months.

The quantity of materials paid for on a tonnage basis shall be determined on scales equipped with an automatic printer. Truck scale printers shall print the net weight and either the gross or tare weight of each load. Hopper scale printers shall print the net weight of each load. The weigh ticket shall also show the legal gross weight for material weighed on truck scales and the legal net weight for material weighed on hopper scales.

If the automatic printer becomes inoperative, the weighing operation may continue for forty-eight (48) hours provided satisfactory visual verification of weights can be made. The written permission of the Owner will be required for the operation of scales after forty-eight (48) hours.

If significant discrepancies are discovered in the printed weight, the ultimate weight for payment will be calculated on volume measurements of the materials in place at unit weights determined by the Owner or by other methods deemed appropriate to protect the interests of the Owner.

B. Measurement by Cubic Yard

Material that is measured by the cubic yard, loose measurement or vehicular measurement, shall be hauled in approved vehicles and measured therein at the point of delivery. Material measured in vehicles, except stream bed gravel, will be allowed at the rate of 2/3 the volume of the vehicle. The full volume of the vehicle will be allowed for stream bed gravel. Such vehicles
may be of any size or type acceptable of the Owner provided the body is of such shape that the actual contents can be readily and accurately determined. Unless all approved vehicles are of uniform capacity, each vehicle shall bear a plainly legible identification mark indicating the specific approved capacity. Each vehicle shall be loaded to at least its water level capacity, and each load shall be leveled when the vehicle arrives at the point of delivery.

When approved by the Owner in writing, material specified to be measured by the cubic yard may be weighed and such weights converted to cubic yards for payment purposes. Factors for conversion from weight to volume measurement will be determined by the Owner and shall be agreed to by the Contractor before they are used.

C. Measurement by Lump Sum

When used as an item of payment, the term lump sum will mean full payment for completion of Work described in the Contract Documents. When a complete structure or structural unit (in effect, lump sum work) is specified as the unit of measurement, the unit will be constructed to include necessary fittings and accessories. Items that are to be measured as complete units will be counted by the Owner in the presence of a representative of the Contractor.

D. Specific Items

1. Concrete will be measured and computed by dividing the Work into simple geometrical figures and adding their volumes.

2. Excavation, embankment, and borrow: In computing volumes of excavation, embankment, and borrow, methods having general acceptance in the engineering profession will be used. When the measurement is based on the cross-sectional area, the average end area method will be used. When the cross-sectional area is irregular, the volume will be computed by the method of sections.

3. Asphalt will be measured by weight. Net certified scale weights, or weights based on certified volumes in the case of rail shipments, will be used as a basis of measurement, subject to correction when asphalt has been lost from the car or the distributor, disposed of, or otherwise not incorporated in the work.

   When asphalt is shipped by truck or transport, net certified weights or volumes subjected to correction for loss or foaming may be used to compute quantities.

   Only the quantity of asphalt actually placed in the Work and accepted will be considered in determining the amount due the Contractor.

4. Equipment rental will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the project or source of supply and the Project except when another method of measurement is specified.

SECTION 108.02 – PLAN QUANTITIES

When specified in the Contract Documents, items will be measured and paid for on the basis of plan quantities. The quantities allowed for compensation will be those shown on the plans with deductions.
from or authorized additions to such quantities resulting from deviations from the plans. In the case of excavation, only excavation within the cross-section prism will be paid for on a plan quantity basis.

If the Contractor believes that any plan quantity is incorrect, he may solicit, at his own expense, the aid of a certified professional engineer to check the quantity, or he may ask the Owner in writing to check computations of the quantity. Written requests for a quantity check by the Owner shall be accompanied by calculations, drawings, or other evidence indicating why the plan quantity is believed to be in error. If any item of the Contract Documents is found to be in error, payment will be made in accordance with the corrected plan quantity.

If the Owner determined during construction that there is an error in the plan quantity or that conditions vary from those anticipated in the design to the extent that an actual measurement of a plan quantity item is warranted, the Owner will make such measurement. Payment will then be based on the measured quantity in lieu of the plan quantity.

SECTION 108.03 – SCOPE OF PAYMENT

Payments to the Contractor will be made for quantities of Contract items performed in accordance with the Contract Documents.

The Contractor shall accept the compensation provided for in the Contract Documents as full payment for the following:

A. furnishing of all materials, labor, tools, equipment, and incidentals necessary to complete the Work;
B. performance of all Work contemplated under the Contract Documents;
C. all loss or damage arising from the nature of the Work, action of the elements, or any other unforeseen difficulties that may be encountered during prosecution of the Work and until its final acceptance;
D. all costs associated with risks of every description connected with the prosecution of the Work;
E. all expenses incurred in consequence of the suspension of Work as herein authorized;
F. all costs associated with any infringement of patent, trademark, or copyright;
G. the completion of the Work in accordance with the Contract Documents;
H. all testing necessary for the proper operation of the system.

If the payment specifications relating to any unit price in the Contract Documents require that the unit price cover and be considered compensation for certain work or material essential to the item, the work or material will not be measured or paid for under any other item except as provided in Section 105.05.
The payment of any partial estimate or any retained percentage prior to final acceptance of the Project as provided for in Section 104.15 shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all attributable to such defects.
SECTION 108.04 – COMPENSATION FOR ALTERED QUANTITIES

N/A

SECTION 108.05 – EXTRA WORK

Extra work performed in accordance with the requirements and provisions of Section 103.03 will be paid for as follows:

A. Change Order

A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract quantities or the Contract time. The Contract quantities, Contract time and change in work may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract quantities or the Contract time.

B. Formal Notification

A memo is required when changes occur in the estimated quantities of a unit price contract after Contract award; or when time does not permit preparation and execution of a Contract Change Order prior to performance of the Work; or when notice is necessary to alert the City Purchasing Agent of significant changes or incidentals not requiring a Contract Change Order. All such work shall be performed under the applicable provisions of the Contract Documents.

C. Unilateral Change Order

If none of the methods set forth in paragraphs (a) or (b) above is mutually agreed upon, the Contractor, provided he receives a written Work Order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall be determined by the Owner.

D. Itemization of Costs

In order to facilitate verifying quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material and equipment. In no case will a change involving over $100.00 be approved without such itemization. If the net value of change results in a credit, the credit given shall be the total cost including all items of labor, material, equipment, overhead and profit.

E. All Change Orders, formal notifications and/or unilateral Change Orders shall become part of the Contract Documents.
SECTION 108.06 – ELIMINATED ITEMS

If any item in the Contract is determined to be unnecessary for the proper Completion of the Work contracted, the Owner may, upon written notice to the Contractor, eliminate such item from the Contract. Payment will not be made for such item except that the Contractor will be compensated for the actual cost of any Work performed for the installation of such item and the net cost of materials purchased, including freight and tax costs, as evidence by invoice. No additional compensation will be made for overhead or anticipated profit.

SECTION 108.07 – PARTIAL PAYMENT

Partial payments will be made once each month covering work performed in accordance with the Contract Documents, based on estimates prepared by the Contractor, provided however that no estimate will be certified or payment made where the net amount receivable by the Contractor is less than $500.00. The value of work accomplished on items measured on a unit basis will be determined on a prorated basis. The Owner will review and approve the partial estimate with the Contractor’s representative prior to payment. If the Owner determines that the Contractor has been overpaid, all further partial payments may be credited against such overpayment.

The monthly estimate, prepared and submitted by the Contractor on standard AIA Contract forms provided by the Owner shall include the percentage of completion, the projected percentage of completion (based on approved progress schedule), the Contract time and the amount of Contract time expended to date.

When the actual percentage of completion is more than five percent (5%) less than the projected percentage of completion (based on the approved progress schedule), the Contractor shall submit, in writing, the reason or reasons for the delay and what action will be taken to get the Project back on schedule. No application for payment will be accepted unless this information has been submitted.

SECTION 108.08 – PAYMENT FOR MATERIAL ON HAND

When requested in writing by the Contractor, payment allowances may be made for material secured for use on the Project in accordance with the following terms and conditions:

A. All material for which payment allowance is requested shall be stored in an approved manner and in areas where damage is not likely to occur. If any of the stored materials are lost or become damaged in any manner, the Contractor shall be responsible for repairing or replacement of such materials. If payment allowance has been made prior to such damage or loss, the amount so allowed, or an apportioned part thereof, will be deducted from the next progress estimate payment and withheld until satisfactory repairs or replacement have been made.

When it is determined impractical to store materials within limits of the Project, the Owner may approve the storage of materials on private property or, for structural members, on the manufacturer’s or fabricator’s yard. Requests for payment allowance for such material stored outside the limits of the Project shall be accompanied by a release from the property owner and/or authorized tenant of such property or yard agreeing to permit the removal of the materials from the property without costs to the Owner.
B. In the event the Contractor requests payment allowance for properly stored material, a certified and itemized inventory statement shall be submitted to the Owner by the Contractor no earlier than five (5) days and no later than two (2) days prior to the progress estimate date. The inventory statement shall be accompanied by invoices or other documents which will verify the material’s cost. Following the initial submission, the Contractor shall submit to the Owner a monthly certified update of the itemized inventory statement within the aforementioned time frame. The updated inventory statement shall show additional materials received and stored with invoices or other documents, and list all materials removed from storage since the last certified inventory statement with appropriate cost data reflecting the change in the inventory. In the event the Contractor fails to submit the monthly certified update of the itemized inventory statement within the aforementioned time frame, the Owner will deduct the full amount of the previous statement from the progress estimate.

SECTION 108.09 – FINAL PAYMENT

When final inspection and final acceptance have been duly made by the Owner, the Contractor will prepare the final statement of the quantities of the various classes of work performed.

Upon receipt of the Contractor’s final statement, the Owner shall respond within sixty (60) days either by making payment or by indicating in writing to the Contractor their disagreement with the quantities or prices set forth in the final statement.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

SECTION 108.10 – WARRANTY/GUARANTEE

If any of the work is discovered to be not in accordance with the requirements of the Contract Documents within one year after final acceptance, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner must inspect and approve all corrective work performed by the Contractor.

If the Contractor fails to correct nonconforming work within a reasonable time frame, the Owner may declare the Contractor to be in default under the Contract, and exercise its rights as provided in the Contract Performance Bond.
III. MEASUREMENT FOR PAYMENT

B. Sewer Laterals

Replace the content of this section with the following:

Payment will be made based on the unit price bid per linear foot for each size and type of lateral installed complete in place. Payment shall include the following:

1. Backfilling and compacting.
2. Bedding
3. Dewatering.
4. Disposal of surplus and unsuitable material.
5. Excavation.
6. Flushing
7. Lateral pipe and fittings, including sewer lateral cleanout assemblies.
8. Restoration in right-of-way and easements (not including curb and gutter restoration or pavement restoration).
9. Stripping and stockpiling topsoil.
10. Temporary sheeting and bracing.
12. Maintenance, restoration and replacement of utility lines disturbed or otherwise displaced during construction.
13. Temporary sewer service to affected properties.

C. Manholes

Replace the content of items 1 and 2 with the following:

a. Measurement of manholes will be made based on the vertical feet of manhole installed, measured to the nearest tenth of a foot from the bottom of the frame and cover to the invert out in depth and satisfactorily tested.

b. Payment will be made at the unit price bid for each manhole installed and satisfactorily tested and will include the cost of the following:
   i. All appurtenances required for satisfactory operation
   ii. Dewatering
   iii. Disposal of surplus material
   iv. Excavation, bedding, backfill, and compaction
   v. Manhole, complete including benches, inverts and troughs
   vi. Openings and seals
   vii. Precast Concrete adjustment ring
viii. Restoration in right-of-way, shoulders, and easements (not including curb and gutter restoration or pavement restoration, unless otherwise noted)
ix. Seeding and stabilization
x. Sheetig and shoring
xi. Steps, unless otherwise noted
xii. Stone
xiii. Stripping and stockpiling of materials
xiv. Testing

4. Manhole Frame and Cover, installed complete in place
Replace the content of this section with the following:

Frame and cover assembly shall be paid for at the contract unit price for each frame and cover installed including adjustment to final grade. This will include plastic inflow reduction inserts and precast concrete riser as required.

5. Watertight Manhole Frame and Cover, installed complete in place
Replace the content of this section with the following:

Watertight frame and cover assembly, to include risers as required, shall be paid for at the unit price bid for each.

SECTION 812
BYPASS PUMPING

III. MEASUREMENT FOR PAYMENT
Replace the content of this section with the following:

The Contractor will be paid for bypass pumping for each hour of operation and maintenance of a bypass pumping system. The cost shall include all labor, materials, equipment, and incidentals for pump set-up, pumping and diversion of sewage flow, development of the flow control and bypassing plan, set-up, pumps, piping, gasoline/diesel fuel, maintenance, transportation and storage of equipment, and temporary bypass and service piping. Connections will consist of bypass pumping sanitary sewage up to 300 yards with a 6-inch pump.
DIVISION X – SPECIAL PROVISIONS

Standard Details: The City of Hampton Public Works Design and Construction Standards will be used in conjunction with the Standard Details of the Hampton Roads Planning District Commission’s Regional Construction Standards, Fifth Edition.

Pipe Materials: Only the following pipe materials will be used for this contract, unless otherwise specified by the City:

- PVC SDR 26, PVC C900 or C905, and DI pipe (minimum Class 52) for gravity sewer applications.
- DI Pipe (minimum Class 52) coated with Protecto 401 Ceramic Epoxy for force mains.
- HDPE pipe will be used for installations using the directional drilling construction method only.

Open Trench: No more than 100 feet of trench may be open ahead of the pipe laying operation, unless otherwise approved by the City.

Leakage Testing for Tapping Assembly: The leakage test shall have a duration of two hours.

Connection of New Pipe to Existing Pipe for Point Repairs: Connection of newly installed sanitary sewer main pipe to existing pipe shall be made using solid sleeve coupling, Fernco coupling or approved equal, as specified by the City.

Performance and Payment Bond: The contractor will post a Performance and Payment bond per City of Hampton requirement. The City will pay the bond line item amount (Item #1 from the Schedule of Prices) with the first work order and annually thereafter if the contract is renewed.

Fittings, Bends, Reducers, Plugs, Caps, Service Wyes, Tapping Sleeves and Inserta-tees: Shall be counted and paid for per individual unit. Excavation and backfill for these items shall be included in the measurement of pipe/lateral and not treated separately.

Joint Restraint, New Pipe and Existing Pipe: Joint restraint of new pipe will be with City approved Meg-a-lug (or approved equal) type product and will be placed as the pipe is installed. Joint restraint of existing pipe will require the location of the target joint and restraining the joint with a City approved harness restraint. Joint restraint will be paid by each joint restrained. Excavation, demolition, saw cutting, backfill, stone, asphalt, topsoil and other items supporting this item will be paid for using appropriate items in the schedule of prices.

Adjustments of Existing Valve Box: The unit price shall include excavation, removal of box and cover, replacing sections, backfilling with suitable material, compacting, pavement patching, adjusting to final grade, disposing of surplus or unsuitable materials, top soiling, seeding, and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

Trench Depth: Shall be included with the cost of a linear run of pipe to account for the additional depth needed for the excavation. Trench Depths are not additive. For instance, a 14 foot trench depth price (12 ft to 16 ft) will be added to the regular run of pipe only and will not include the cost of the 6 ft to 9 ft depth.
**Hand-Dug Trench:** The unit price shall include labor and equipment necessary to excavate by hand for the installation of a proposed utility.

**Lateral Service Connection (4-inch and 6-inch):** The unit price shall include the removal of the existing lateral.

**Inserta-tee (PVC):** This will be used on all manufacturer recommended pipe materials.

**Rainstopper Manhole Insert:** The unit price shall include the supply and installation of the manhole insert.

**Manhole Connection:** Core drill into manhole and provide rubber boot for lateral or mainline pipe, paid for each installed.

**Rebuild Benches and Inverts in Existing Manholes:** The unit price shall include all work associated with removing and installing a new bench and invert.

**Remove Old Manhole Frame and Cover and Replace with New Frame and Cover:** The unit price shall include all labor and materials to remove the existing manhole frame and cover and to install a new one, and adjustment to final grade. Removed frames and covers shall remain the property of the City and shall be delivered to a location specified by the City.

**Remove and Replace Drop Connection:** The unit price shall include all labor and material to remove the existing outside drop connection from manholes and to install a new PVC inside drop in the existing manholes.

**Abandon Sanitary Sewer with Flowable Fill:** The unit price shall include excavation, installation of temporary air vents, filling with flowable fill, capping or plugging, backfilling with suitable material, compacting, pavement patching, disposing of surplus or unsuitable materials, handling of hazardous materials (e.g. asbestos), top soiling, seeding, restoration and cleanup of property, and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

**Removal of Existing Sanitary Sewer Main:** The unit price shall include all disposal and line plugging costs. If bypass pumping is required, the bypass pumping line item will apply. This will not include excavation costs, which will be covered with the pipe laying costs. Additional trench depths will also not apply.

**Abandonment of Existing Sanitary Sewer Manholes:** The unit price shall include excavation, removal of frame and cover, demolishing, filling with flowable fill, backfilling with suitable material, compacting, pavement patching, disposing of surplus or unsuitable material, top soiling, seeding, restoration and cleanup of property and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work. Refer to Section 530 of the Hampton Roads Planning District Commission’s *Regional Construction Standards, Fifth Edition* for the procedure in abandoning manholes.

**Select Material (Granular Fill):** The unit price shall include disposal costs of unsuitable materials.

**Pipe Bedding (#57 Stone):** Class B bedding shall be used, per City of Hampton standard Pipe Bedding detail. The unit price shall include the furnishing and installation of the bedding, additional excavation,
dewatering, temporary sheeting and bracing, and disposal of unsuitable material which is replaced by the stone.

**Asphalt Patch – Type II:**
The unit price shall include the following:
1. Excavation and disposal of excess stone or temporary patch to a depth of 14-inch below adjacent pavement. Depth of asphalt cut may vary from 2-inch to 4-inch depending on existing conditions.
2. Pavement to be removed shall be saw cut using appropriate equipment to provide a straight, neat edge.
3. Apply 8-inch of VDOT 21A or 21B coarse aggregate and compact.
4. Finely grade and compact stone base and place a uniform 4-inch depth base asphalt – Type BM-25 asphalt, tack existing walls of pavement and base prior to placing asphalt (1 lift).
5. Apply and compact 2-inch depth – Type SM-9.5 hot mix asphalt riding surface as soon as BM-25 asphalt is cool enough to accept equipment. Patch shall be thoroughly and uniformly compacted by rolling.

**Asphalt Patch, Type III:**
The unit price shall include the following:
1. Excavating and disposing of excess stone or temporary patch to a depth of 16-inch below adjacent pavement. Depth of asphalt cut may vary from 2-inch to 4-inch depending on existing conditions.
2. Pavement to be removed shall be saw cut using appropriate equipment to provide a straight, neat edge.
3. Apply 8-inch of VDOT 21A or 21B coarse aggregate and compact.
4. Finely grade and compact stone base and place a uniform 6-inch depth base asphalt – Type BM-25 asphalt, tack existing walls of pavement and base prior to placing asphalt (2 lifts).
5. Apply and compact 2-inch depth – Type SM-9.5 hot mix asphalt riding surface as soon as BM-25 asphalt is cool enough to accept equipment. Patch shall be thoroughly and uniformly compacted by rolling.

**Cement Concrete Patch:**
The unit price shall include the following:
1. Excavating and disposing of excess stone or temporary patch to a depth of 17-inch below adjacent pavement. Depth of concrete cut will average 9-inch, varying on existing conditions.
2. Pavement to be removed shall be saw cut using appropriate equipment to provide a straight, neat edge.
3. Apply 8-inch of VDOT 21A or 21B coarse aggregate and compact.
4. Finely grade and compact stone base and place a uniform 9-inch depth cement concrete – Type A-3 High Early Strength Portland Cement Concrete, tack existing walls of pavement and base prior to placing concrete.
5. If necessary to match the existing pavement surface, overlay the cement concrete with Type SM-9.5 hot mix asphalt as soon as the cement concrete is cured enough to accept the equipment. Patch shall be thoroughly and uniformly compacted by rolling.
**Saw Cut, Removal and Disposal:** The unit price shall include removal and disposal costs of the asphalt or concrete pavement.

**Silt Fence:** Shall be installed per *Virginia Erosion and Sediment Control Handbook*. See handbook for description of material.

**Orange Plastic HI-VIS Fencing:** Use to protect trees and for foot traffic control.

**Inlet Protection:** Protection shall consist of silt fencing, curb inlet filters, or gravel with chicken wire.

**Locate/Install under main/lateral/service:** The unit price shall include location of marked or unmarked utilities, passing the sewer line by the utility, and protecting that utility from damage during the work. Multiple wires (within a foot radius of each other) shall be treated as one crossing if they are from the same utility (e.g. cable TV wires running together).

**Dewatering (manhole/lateral or point repair):** The unit price shall include all equipment and materials for dewatering (manhole/lateral or point repair). A well point system is required for this item (a mud hog system shall not be considered). Dewatering shall be charged per location, not on a daily basis.

**Dewatering Trench (Linear Dewatering per 100 feet):** The unit price shall include all equipment and materials, including one pump and one continuous header pipe, to dewater 100 feet. In cases where a double well point system will be required, the price of the additional length shall be prorated based on a per linear foot cost of the 100 foot system. A well point system is required for this item (a mud hog system shall not be considered). Dewatering shall be charged per location, not on a daily basis.

**Portable Toilet:** Shall be paid for per project week. The Contractor must be actively working at the Project Site for a minimum of 3 days per week in order to receive reimbursement (unless work was temporarily suspended due to unsuitable weather.) For each work order, one portable toilet may be authorized if the work duration is more than one week.

**Remove and Replace Storm Drain Pipe up to 24":** Storm drain pipes encountered during the placement of mainline pipe may be removed and replaced using this line item. The end of the repair will have a concrete collar installed for support. Additional stone bedding and sand required for such repairs will not be included in this cost, but will be paid for using appropriate items in the schedule of prices.

**Right of Way (ROW) Permit:** There is a unit price of $250 to pay for securing the ROW permit for each work order at the Permits office. This includes the permit fee of $100. A traffic control plan must be approved and stamped by Traffic Engineering before a permit will be issued. The cost of the traffic control plan shall be included in the cost of the traffic control devices.

**TRAFFIC CONTROL SPECIAL PROVISIONS**

**Signs and Barricades:**
All signs, barricades, and flagmen necessary for the proper handling and safeguarding of traffic shall be furnished and placed by the Contractor, subject to the approval of the Traffic Engineer. All signs, barricades, and flagmen shall conform to the guidelines set in the *Manual on Uniform Traffic Control*

Protection of Traffic:
Competent, courteous, and neat flagmen shall be provided and available at all times when required. Also, when necessary, flagmen should be available to stop traffic, advise motorists of delays and how they should proceed, and direct traffic to their respective lanes along the project. The flaggers shall use stop/slow signs to regulate traffic in accordance with the MUTCD.

All employees exposed to vehicular traffic shall be provided with and instructed to wear warning vests marked with or made of reflective or high visibility materials as described in the VIRGINIA OCCUPATIONAL SAFETY AND HEALTH STANDARDS (VOSHA) construction industry: 29 CFR, part 1929, 1989 edition.

Notification:
The Contractor shall submit to the City Wastewater Division his anticipated work schedule on Thursday for the following work week.

Note:
Any items not listed in the Schedule of Prices may be added to the Contract through Change Order or other negotiations at the discretion of the City.
Special Provisions for Schedule B
Emergency/Priority Work

All costs associated with this work shall be based on the unit prices quoted for labor, equipment and materials in these schedules. Prices shall be negotiated for units not quoted elsewhere in this Contract.

It is possible that work may be authorized as emergency or priority. In such cases, the Contractor shall receive a percentage increase as an additional cost for delivery of services within 12 hours as noted below.

25% increase for priority work based on the total cost of the Work Order when the mobilization response to the scene is requested within 12 hours or verbal or written notification. The contractor shall continue to work diligently until all requested work is completed.

Note: If the Contractor does not respond, comply and complete the work within the time frame specified, the accelerated monies will not be paid.

The Contractor work schedule may be redirected at the discretion of the Owner without consideration of priority/emergency work rates as long as the flow of work is not disrupted and the Contractor has not mobilized for scheduled work. However, the Contractor must have substantially completed previous work assigned prior to this redirection or the Owner will be obligated to pay the increased costs to cover mobilization/remobilization as outlined above.
GENERAL REQUIREMENTS

Schedule: Initial contract period of one (1) year with four (4) one-year renewal options.

Contractor Experience: The bidder’s experience shall include a minimum of five (5) years of clearly demonstrated experience in providing on-call and emergency service and repair to sanitary sewer assets.

General Requirements: The intent of this contract is to engage two (2) Class A primary and secondary “on-call” emergency construction service and repairs contractors to the City’s sanitary sewer infrastructure throughout the City of Hampton.

As outlined below the contractor(s) shall be prepared to adhere to the following:

a. Hours of Coverage - Hours of coverage are 24 hours a day 365 days a year on an as needed basis, Saturday through Friday including holidays.

b. Contractor’s Personnel - With submission of this bid, the contractor shall provide the City with a list of all key personnel and 24 hour emergency contact numbers identified for use on this contract.

c. Response Time - When requested, the contractor shall mobilize necessary equipment to the site, promptly order necessary materials and begin work within 48 hours of notification from the City.

d. Work Orders over $100,000 will require a payment and performance bond from the awarded contractor(s).

e. If the contractor does not meet the established schedule indicated in the work order, liquidated damages may be accessed per the table below.

Schedule of Liquidated Damages

<table>
<thead>
<tr>
<th>Original Contract Amount in Dollars</th>
<th>Daily Charge in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00 – 500,000.00</td>
<td>350</td>
</tr>
<tr>
<td>500,000.01 - 2,000,000.00</td>
<td>600</td>
</tr>
<tr>
<td>2,000,000.01 - 8,000,000.00</td>
<td>1,350</td>
</tr>
<tr>
<td>8,000,000.01 - 15,000,000.00</td>
<td>2,500</td>
</tr>
<tr>
<td>15,000,000.01 or more</td>
<td>3,100</td>
</tr>
</tbody>
</table>
SAMPLE CONTRACT AND GENERAL TERMS AND CONDITIONS

CITY OF HAMPTON
PROCUREMENT OFFICE
Division of Finance
Hampton, Virginia

CONTRACT BETWEEN
CITY OF HAMPTON, VA
AND

THIS CONTRACT, made in triplicate on this ___ day of ____________, 2014, by and between the City of Hampton, Virginia, a municipal Corporation of the Commonwealth of Virginia (hereinafter, the “City”) and _______, a Virginia Corporation having a place of business at _____________________ (hereinafter, the “Contractor”).

It is mutually understood and agreed that the entire contents of ITB No. ___ Terms and Conditions of Contract (General, Special, and Other Conditions as they may be titled), Addendum No. 1 dated _____, No. 2 dated _____, and No. 3 dated ________; ___ letter dated ____________, ___ letter dated _____________; Intent to Award Letter dated ________; and all Contractor’s documents dated ______ submitted in response to the ITB are incorporated herein by reference the same if each had been fully set out and attached hereto.

WITNESSETH, that the Contractor and the City, for the considerations hereinafter named, agree as follows:

SECTION 1. SCOPE OF WORK

Contractor shall perform services as specified in ITB __, which is a certain proposal of Contractor dated ____________, 2014, which is attached hereto and made a part of this Contract by reference, as if repeated verbatim herein. In the event that a conflict exist between the referenced proposal of Contractor dated ____________, 2014, and the terms of this Contract, the terms of this Contract shall govern and supersede any such conflicting terms of the proposal. The Contractor further agrees it will furnish all labor, Equipment, and Material necessary to perform all Work in accordance with the requirements and provisions of the Contract as defined in the General Conditions.

SECTION 2. TIME OF COMPLETION

A. The Work to be performed under this Contract shall be commenced within ten (10) Calendar Days after receipt of Written Notice to Proceed. The Work shall be completed within **insert # of days ( ) Calendar Days after receipt of Notice to Proceed.

B. Failure to complete the Work, within the number of Calendar Days stated in this Section, including extension(s) granted thereto, shall result in Liquidated Damages as set forth below.
C. The City and Contractor hereinafter referred to as (the “Parties”) agree that time is of the essence and the City will be substantially damaged in amounts that will be difficult or impossible to determine if Substantial Completion of the Project is not achieved within **insert # of days (__) Calendar Days. Therefore, the Parties have agreed on sums which the Parties agree are reasonable as Liquidated Damages for such occurrences. It is further understood and agreed that the payment of the liquidated damage is in lieu of actual damages for such occurrences. The Contractor hereby waives any defense as to the validity of any Liquidated Damages stated in this Contract as it may appear on the grounds that such Liquidated Damages are void as penalties or are not reasonably related to actual damages. The Contractor shall be liable for ($ ) *insert amount ** and 00/100 Dollars per day for every Calendar Day after expiration of the Contract Time that the Project is not substantially completed.

SECTION 3. CONSIDERATION / PROVISION OF SSN OR FIN

A. In consideration of the Work to be performed by Contractor, as set forth under Section 1, entitled Scope of Work, the City agrees to pay Contractor the total sum of _____ 00/100 Dollars [insert amount] ($ ).

B. To obtain payment for Work performed under this Contract, individual Contractors shall provide their social security numbers and proprietorships, partnerships, and Corporations shall provide its Federal Identification Number.

SECTION 4. CHANGE IN SCOPE OF WORK

It is understood that, during the course of construction, changes in the Scope of Work may be necessary as covered in the General Conditions.

A. Changes in the Scope of Work which affect the Contract price or Extra Work shall require a formal written Change Order before Work proceeds. Changes affecting cost and/or Extra Work shall be performed at mutually agreed-upon unit prices, or on a lump sum basis. The Contractor shall be prepared to justify any price for Extra Work by providing detailed breakdown and supporting documents when requested by the City.

1. If sub-contractor does the actual Work, the mark-up shall be limited to a maximum of fifteen percent (15%). If the Subcontractor does not enter into the Work, it shall not be added into the cost. General Contractor mark-up shall be limited to a maximum of ten percent (10%).

2. If the General Contractor is solely responsible for the Work the maximum mark-up shall be limited to ten percent (10%).

B. Changes in the Scope of Work affecting Contract cost or Extra Work shall be performed only after receipt of a formal written modification to the Contract. Any Work performed prior to receipt of such formal written modification shall be done at the Contractor’s risk.

C. The provisions of (A) and (B) above shall not limit or restrict the Contractor’s responsibility or authority for emergency work.
D. Should the number of units of completed Work of any individual items of the Bid sheets vary by more than twenty-five percent (25\%) from the estimated number of units, either the City or the Contractor may request a revision of the unit price for the item so affected, and both parties agree that under such conditions an equitable revision of the price shall be made.

SECTION 5. SCHEDULE OF PAYMENT

A. The following Schedule of Payment shall be followed:

(a) On Contracts of less than Ten Thousand and 00/100 Dollars ($10,000.00) or Contracts where Work is to be completed in less than forty-five (45) Days, payment shall be made as a lump sum upon completion of all Work and acceptance by the City. Such payment shall be subject to retainage as defined in the General Conditions, Acceptance and Final Payment.

1. After the first of each month, Contractor may present to the City an invoice covering the total quantity of Work that has been completed from the start of the job up to and including the last Day of the preceding month, and the value of the Work so completed as determined in accordance with the schedule of measurement and values established for the Contract. The monthly invoice also may include any allowance for the cost of such Materials and Equipment required in the permanent Work as have been delivered to the site but not as yet incorporated in the Work. However, any such allowance shall not be included on the monthly invoice unless the Contractor has received prior approval from the City.

Receiving payment from the City for Material stored on site does not in any manner relieve Contractor of either its responsibility to properly protect the Material or its sole liability to replace Material damaged or stolen. Payment by the City shall not be evidence that the City either approves Material as suitable for the Work intended, or that the City accepts any liability for the safe storage and protection of the Material or its replacement if damaged or stolen.

The City reserves the right to request additional documentation from the Contractor to support any request for payment.

2. After determining the accuracy of monthly invoices, and after deducting previous payments made, the City shall pay to the Contractor ninety-five per cent (95\%) of the amount of the approved invoice. The five percent (5\%) retained percentage shall be held by the City until the Work is complete.

3. The City shall make payment to the Contractor within forty-five (45) Days from the date each invoice is received by the City or its agent responsible for approval of such invoices.

Within twenty (20) Days after receipt of the invoice, the City shall notify the Contractor of any defect or impropriety which would prevent payment within the forty-five (45) Day limit.

The City’s failure to pay within forty-five (45) Days shall allow the Contractor to assess a finance charge not to exceed one percent (1\%) per month.
SECTION 6. OBLIGATION TO SUBCONTRACTOR / INTEREST RATE

A. Within seven (7) Days after receipt of amounts paid to the Contractor by the City, the Contractor shall take one of two steps relating to Work performed by the Subcontractor.

1. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the Work performed by the Subcontractor under that Contract; or

2. Notify the City and the Subcontractor, in writing, of intention to withhold all or a part of the Subcontractor’s payment with the reason for nonpayment.

Unless the Contractor has complied with subsections 1 or 2 above, interest shall accrue to the Subcontractor at the rate of one percent (1%) per month.

B. The Contractor’s obligation to pay an interest charge to a Subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement Claim shall not include any amount for reimbursement for the interest charge.

The Contractor shall require each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

C. Upon written request and authorization to do so, the City may consider making payments directly to Subcontractors and deduct the amount due the Contractor. Any amount so paid by the City shall be subject to the five percent (5%) retainage. Any such payment shall not relieve the Contractor of any obligations under this Contract nor shall any such payment limit or reduce any recourse of action or rights of the City relative to this Contract.

SECTION 7. COMPLIANCE WITH ALL LAWS / FOREIGN AND DOMESTIC BUSINESSES- AUTHORITY TO TRANSACT BUSINESS IN THE STATE / COMPLIANCE WITH FEDERAL IMMIGRATION LAW

A. Compliance With All Laws:

Contractor shall comply with all federal, State and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the Scope Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract, for example, demolition, land disturbance, and/or right-of-way permits, prior to the initiation of Work.

B. Foreign and Domestic Businesses-Authority to Transact Business in the State:

Contractor, whether organized as a stock or non-stock 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 State as a domestic or foreign Business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its
certificate of authority or registration to transact business in the State to be revoked or
cancelled at any time during the term of the Contract. The Contractor’s failure to remain in
compliance with the provisions of this section shall be deemed a material breach of this
Contract.

C. During the performance of the Contract, Contractor certifies it does not and shall not
knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and

SECTION 8. APPLICABLE LAW / VENUE

A. Applicable Law:

This Contract shall be deemed to be a Virginia Contract and shall be governed as to all
matters whether of validity, interpretations, obligations, performance or otherwise exclusively
by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto
shall be determined in accordance with such laws. Regardless of where actually delivered
and accepted, this Contract shall be deemed to have been delivered and accepted by the
parties in the Commonwealth of Virginia.

B. Venue:

Any and all suits for any Claims or for any and every breach or dispute arising out of this
Contract shall be maintained in the appropriate court of competent jurisdiction in the City of
Hampton, Virginia.

SECTION 9. NONDISCRIMINATION

A. Employment discrimination by Contractor is prohibited. During the performance of this
Agreement, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for
employment because of race, religion, color, sex, national origin, age, disability, or
any other basis prohibited by State law relating to discrimination in employment,
except where there is a bona fide occupational qualification reasonably necessary to
the normal operation of Contractor. The Contractor agrees to post in conspicuous
places, available to employees and applicants for employment, notices setting forth
the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on
its behalf, shall state that Contractor is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule,
or regulation shall be deemed sufficient for the purpose of meeting the requirements
of this section.

B. The Contractor will include the provisions of the foregoing subsections 1 through 3 in every
Subcontract or purchase order of over Ten Thousand and 00/100 Dollars ($10,000.00), so that the
provisions will be binding upon each Subcontractor or vendor.
SECTION 10. DRUG-FREE WORKPLACE PROVISIONS

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over Ten Thousand and 00/100 Dollars ($10,000.00) so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

SECTION 11. NON-ASSIGNMENT CLAUSE

Contractor shall not assign its rights and duties under this Contract without the prior written consent of the City.
SECTION 12. ENVIRONMENTAL CONSIDERATION

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties, or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, State or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, Subcontractors, consultants, subconsultants, or any other persons, Corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

SECTION 13. FAITH BASED NON-DISCRIMINATION

The City of Hampton does not discriminate against faith based organizations at that term is defined in Virginia Code Section 2.2-4343.1

SECTION 14. FORMAL CORRESPONDENCE / REPRESENTATIVES AND NOTICES

Any notice, demand, or request by or made pursuant to this Contract shall be deemed properly made if personally delivered in writing or sent by the Parties in the United States mail, postage paid, to the representative specified below or as otherwise designated in writing and mutually agreed.

The Project Manager shall be (name and title of representative goes here):

All formal correspondence from Contractor to City shall be addressed to:

______________________________
______________________________

The Contractor’s representation shall be (name and title of representative goes here): All formal correspondence from the City to the Contractor shall be addressed to:

______________________________
______________________________

With a copy to: Doris McRae
Purchasing Manager
City of Hampton
One Franklin Street, Suite 345
Hampton, Virginia 23669
Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

SECTION 15.  ENTIRE AGREEMENT AND MODIFICATIONS

A.  The Contract shall be signed in triplicate by the City and the Contractor.

B.  The Contract Documents shall be the whole and entire agreement between the City and the Contractor, and cannot be modified, altered, or amended except in writing and signed by the Parties. No agreements, verbal or written, shall be interpreted as a change or modification to this Contract unless issued as prescribed in Sections 15(C) and (D).

C.  Formal, written modifications shall be the only method used to change the Contract between the City and the Contractor. Any change otherwise issued and accepted by the Contractor is so accepted by the Contractor at its own risk. Any Extra Work performed by the Contractor subsequent to such acceptance is also at the Contractor’s own risk.

D.  Formal written communications proposing to change scope of Work, terms and conditions, cost of Contract, shall be addressed as specified in Contract.

E.  The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

F.  If any provision of this Contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Contract, and all other provisions of this Contract shall remain in force and effect.

SECTION 16.  CORRELATION OF DOCUMENTS

The City will furnish to the Contractor, free of charge, copies of Drawings and/or Specifications reasonably necessary for the execution of the Work.

The City will be responsible for the adequacy of design and sufficiency of the Drawings and/or Specifications, issuing, if necessary, addendum to clarify the Work. However, when the Work involved is that common to a trade or industry, which may be judged as acceptable, or not by commonly accepted standards for a specific trade, the Contractor shall not use the inadequacy or omission of Drawing detail or Specification language to excuse its failure to perform to the highest industry standards. All Drawings and/or Specifications shall remain the property of the City and shall not be reused on other Work by the Contractor.

SECTION 17.  ACCESS TO WORK SITE

The City shall provide access to the site upon which the Work under this Contract is to be done and to such other areas which are designated for use by the Contractor.

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that may be required for temporary facilities, or for storage of Materials.
SECTION 18. WORK SITE CONDITIONS/DISCREPANCIES

The Contractor, by careful examination, shall satisfy itself as to the nature and location of the Work, the character of Equipment and facilities needed preliminarily to and during prosecution of the Work, the general and local conditions, and all other matters which may in any way affect the Work under this Contract.

If the Contractor finds any discrepancy between the Drawings and/or Specifications and the physical conditions of the Work site, or any errors or omissions in Drawings and/or Specifications, it immediately shall inform the Project Manager in writing, and the Project Manager promptly shall verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor’s risk except in the event of an emergency.

SECTION 19. CHANGED CONDITIONS

During the course of the Work and before such conditions are disturbed, except in the event of any emergency, the Contractor promptly shall notify the Project Manager in writing of previously unknown conditions at the Work site, differing materially from those ordinarily encountered and which prevent the proper execution of the Work of the character provided for in this Contract. The Project Manager promptly shall investigate the conditions; and if he finds that such conditions materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable Adjustment shall be made and the Contract formally modified accordingly. Any Claim of the Contractor for Adjustment hereunder shall not be allowed unless it has given notice as required above and the Contract has been formally modified.

SECTION 20. MATERIAL AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all Materials, labor, water, tools, Equipment, light, power, transportation and other facilities of a quantity and quality necessary for the execution and completion of the Work. If required, the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials.

The Contractor promptly shall notify the Project Manager in writing if any change in Materials as specified is contemplated or proposed. Any such proposed change shall be investigated promptly, and if found to be necessary and/or acceptable, the Contract shall be modified formally. Any change in Materials shall be made at the Contractor’s own risk unless approved as prescribed above.

SECTION 21. PERMITS, UTILITY FEES, AND BUSINESS LICENSE

Utility fees of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Utility fees for permanent Structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified.

Permits (building, plumbing, mechanical, and electrical) shall be obtained from the Division of Building Inspection prior to performance of Work. No permit fee will be charged for City-owned property. However, fees will be charged for all other publicly owned property.
Contractor shall comply with business license requirements on all publicly owned Projects.

SECTION 22. ROYALTIES AND PATENTS

The Contractor shall pay all applicable royalties and license fees. It shall defend all suits or Claims for infringement of any patent rights and save harmless the City from loss on account thereof except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

SECTION 23. SUPERINTENDENCE

The Contractor shall keep assigned to the Project at all times during its progress, a representative who shall represent the Contractor and have authority to make decisions in day-to-day activities.

SECTION 24. EMPLOYEES

At all times, the Contractor shall enforce proper discipline and order among its employees and shall seek to avoid employing on the Work any unfit person or anyone not skilled in the Work assigned to him. Adequate sanitary facilities shall be provided by the Contractor. The Contractor shall be responsible for complying with all OSHA requirements.

SECTION 25. APPLICABLE FEDERAL, STATE, AND LOCAL RESPONSIBILITIES

The Contractor shall keep itself fully informed of all applicable federal, State, and local ordinances, regulations, and laws. It shall at all times observe and comply with said ordinances, regulations, and laws. It further shall post all notices to the public and employees as required.

SECTION 26. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, flagmen, barricades, and signage in accordance with requirements of the Project Manager and take all reasonable precautions for the protection and safety of the public. It continuously shall maintain reasonable protection of all Work from damage, and shall take all reasonable precautions to protect property from injury or loss arising in connection with this Contract. The Contractor shall take reasonable precautions to protect private property adjacent to the Project from such nuisances as debris and excessive noise. It shall make good any damage, injury, or loss to its Work and to the Property or the City resulting from lack of reasonable protective precautions except such as may be caused by agents or employees of the City.

SECTION 27. EMERGENCY WORK

If a situation affects the safety of life, the Work, or adjoining property, without special instructions or authorization from the Project Manager, the Contractor is permitted to act at its discretion to prevent such threatening loss or injury. It also shall act, without appeal, if the Project Manager so authorizes or
instructs. Any compensation claimed by the Contractor for emergency work shall be negotiated and approved by the City in writing.

SECTION 28. SUBCONTRACTS

As soon as practicable after signing the Contract, but in any event prior to the performance of any Work on the Project, the Contractor shall notify the City in writing of the names of Subcontractors proposed for the Work, designating the portions of Work to be performed by each. This list shall include the estimated dollar amount with each and identify those Firms who are defined as a Minority Business Enterprise, Small Business Enterprise, Woman-Owned Enterprise.

A Minority Business Enterprise (MBE) is a Business that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. A MBE is at least fifty-one percent (51%) owned and controlled by one or more such disadvantaged persons. In the case of publicly owned companies, at least fifty-one percent (51%) of its voting stock must be owned and controlled by minorities or members of other groups. Additionally, the management and daily business operations must be controlled by one or more such individuals.

“Minority” means any African American, Hispanic American, Native American or Alaskan and/or Aleut native, Asian, or a person of Pacific Island descent who is either a citizen of the United States or a permanent resident. Members of other groups means all other individuals found to be socially disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act, 15 U.S.C. § 637(a).

The Contractor agrees that it is as fully responsible for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

Nothing contained in the Contract Documents shall create any Contractual relation between any Subcontractor and the City.

SECTION 29. ORDER OF COMPLETION

The Contractor shall submit, as soon as practical after Award of Contract, a schedule which shall show the order (and value of) in which the Contractor proposes to carry on the Work, with dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. The schedule of values, once approved by City, shall be the basis for submittal and approval of monthly progress payments.

SECTION 30. SEPARATE CONTRACTS

The City reserves the right to allow other Contractors to provide goods or perform services in connection with the Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of Materials and the execution of Work and properly shall connect and coordinate its Work with theirs. If the proper execution or results of any part of the Contractor’s Work depends upon the Work of any other Contractors, the Contractor shall inspect and promptly report to the Project Manager any defects in such Work that render it unsuitable for such proper execution and results.
SECTION 31. PROJECT MANAGER’S STATUS

The Project Manager at all times shall have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

The Project Manager shall perform technical inspection of the Work. He has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. He also shall have authority to reject all Work and Materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished Work. If the Specifications, the Project Manager’s instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the Project Manager timely notice to its readiness for inspection, and if the inspection is by an authority other than the City, of the date fixed for such inspection. If any Work required to be inspected should be covered without proper approval or consent, if required, it must be uncovered for examination and properly restored at the Contractor’s expense.

Reexamination of any Work may be ordered, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract, the City shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract, the Contractor shall pay such cost.

The Project Manager’s presence and actions do not replace the legal requirements of the State and/or local building codes. Notwithstanding the Project Manager’s actions or instructions, the Contractor shall adhere to all building code requirements regarding inspection and approvals.

Whenever Work being done by the City’s forces, Utility companies, or by other Contractors’ forces is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

Within a reasonable time after presentation to him, the Project Manager shall make decisions in writing on all matters relating to the execution and progress of the Work or the interpretation of the Specifications and/or drawings.

In making these decisions, the Project Manager shall have authority to make interpretations and minor changes as to the scope of Work not involving extra cost, and not inconsistent with the purpose of the Work. If the Contractor claims that any such instructions involve extra cost, it shall give written notice thereof within ten (10) Days, after the receipt of such instruction. Except in an emergency endangering life and/or property, the City shall accept no extra cost unless pursuant to a formal modification of the Contract.

SECTION 32. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the Work until Final Acceptance. The Contractor shall be responsible for damage to or destruction of the Work caused by the negligence of the Contractor, or any other party under the control and supervision of the Contractor. The Contractor agrees to make no Claims
against the City for damages for the Work from any cause except negligence or willful acts of the City, improper or faulty design, acts of any foreign or domestic enemy, or acts of war. Contractor shall obtain and maintain in force until City’s Final Acceptance of Project, Builders’ Risk Insurance that fully covers any loss or damage to Project.

SECTION 33. CHANGES IN THE WORK

The City may make changes in the Drawings and Specifications or scheduling of the Contract within the general scope at any time. If such changes add to or deduct from the Contractor’s cost of the Work, the Contract price shall be adjusted accordingly. All such Work shall be executed under the conditions of the original Contract except that any Claim for extension of time caused thereby shall be included as part of the negotiated Change Order.

SECTION 34. EXTENSION OF TIME

A. Extension of time stipulated in the Contract for completion of the Work will be made when formally approved changes in the Work increase the overall scope; when the Work is suspended; or when the Work of the Contractor is delayed on account of physical conditions or acts of others which could not have been foreseen by, or which were beyond the control of the Contractor, its Subcontractors, and which were not the result of its fault or negligence.

B. NO TIME EXTENSION WILL BE GRANTED BY THE CITY UNLESS THE FOLLOWING PROCESS IS FOLLOWED. If, during any month the Contractor is unable to Work for reasons beyond its control and believes it is due an extension, it shall submit in writing, along with its monthly request for progress payments, a request for the extension which clearly explains the circumstances which it feels justifies an extension. The request will be reviewed by the City and a written response, granted or rejecting the request, will be issued. Any request for days older than the current month will be dismissed without consideration. Time extensions shall constitute a formal change to the Contract terms and conditions and shall be issued accordingly.

SECTION 35. SUSPENSION OF WORK

The City may at any time suspend the Work, or any part thereof, by giving ten (10) Days’ notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) Days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expenses incurred as a result of such Suspension.

SECTION 36. TERMINATION

A. Contractor’s Right to Stop Work or Terminate Contract

If the Work should be suspended by City, stopped under an order of any court or other public authority, or delayed by Project Manager’s failure to respond for a period of more than three (3) months, through no act or fault of the Contractor or of anyone employed by it, upon having given ten (10) Days’ written notice, and having received no reply, the Contractor may
terminate Contract. The Contractor shall be paid for all Work properly executed, plus any loss sustained upon any plant or Materials plus reasonable profit and damages.

B. Non-Appropriation – Availability of Funds

It is understood and agreed between the Parties that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City immediately shall notify Contractor of such occurrence, and this Contract shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to the City of any kind whatsoever.

C. Termination for Convenience

The City may at any time, and for any reason terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) Days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested at the address set forth in Contractor’s Bid Proposal.

In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for the Work satisfactorily completed and accepted by the City at the time of termination. If the City terminates this Contract, Contractor shall withdraw its personnel and Equipment, cease performance of any further Work under this Contract, and turn over to the City any Work completed or in process for which payment has been made.

D. Termination with Cause/Default – Cancellation

If the Contractor for any reason or through any cause shall be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor’s Bid Proposal.

Unless otherwise provided, the Contractor shall have ten (10) Days from the date such notice is mailed in which to cure the default. Upon failure of the Contractor to cure the default, the City immediately may cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, the Contractor shall withdraw its personnel and Equipment, cease performance of any further Work under the Contract, and turn over to the City any Work in process for which payment has been made.

In the event of violations of law, safety, or health standards and regulations, this Contract immediately may be cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

SECTION 37. REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion for any cause whatever, the Contractor, if notified to do so by the City, promptly shall remove any part or all of its Equipment and supplies from the property, failing which the City shall have the right to remove such Equipment and supplies at the expense of the Contractor.
SECTION 38. PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to Final Completion, any portion of the Work has been satisfactorily completed, and if the Project Manager determines that access to that portion is not required for the future operation of the Contractor, the Project Manager may issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the City may take over and use the portion of the Work described in such certificate.

The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor’s time to complete the portion of the Work to which it relates if it has failed to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the Contractor or its Sureties from any obligations under this Contract or performance bond.

If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the City may determine, unless otherwise provided.

SECTION 39. PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

As a result of discovered evidence, the City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss caused by:

A. Defective Work not remedied;

B. Claims filed or reasonable evidence indicating probable filing of Claims by other parties against the Contractor;

C. Failure of the Contractor of making payments properly to Subcontractors or for Material or labor; or

D. Damage to another Contractor.

SECTION 40. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor promptly shall remove from the premises all Materials and Work condemned by the Project Manager as failing to meet Contract requirements, regardless of whether incorporated in the Work, and the Contractor promptly shall replace Materials and/or re-execute Work in accordance with the Contract and without expense to the City and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor’s expense. If the Contractor does not take action to remove such condemned Work and Materials within ten (10) Days after written notice, the City may remove them and store the Material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) Days’ time thereafter, the City may, upon ten (10) Days’ written notice, sell such Materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.
SECTION 41. CLEANING UP

The Contractor shall remove at its own expense from the Work site and from all public and private property all temporary storage Structures, rubbish, and waste Materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste Materials in accordance with permission for such disposal granted to the Contractor by the Project Manager where such disposal is in accordance with local ordinances.

SECTION 42. ACCEPTANCE AND FINAL PAYMENT

A. Upon receipt of written notice that the Work is substantially completed or ready for final inspection and acceptance, the Project Manager promptly will make such inspection; and when he finds the Work acceptable under the Contract and the Contract fully performed or substantially completed, he promptly shall issue a certificate, over his own signature, stating that the Work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the estimate of the fair value of the Claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of Work with specified amounts for each incomplete or defective item or Work, is due and payable. The date of Substantial Completion of a Project or specified area of a Project is the date when the construction is sufficiently completed in accordance with the Contract as modified by any Change Orders agreed to by the Parties so that the City may occupy the Project or specified area of the Project for the use for which it is intended.

B. The making and acceptance of the final payment shall constitute a waiver of all Claims by the City, other than those arising from unsettled Claims or from faulty Work appearing within the guarantee period provided in the Special Conditions, from the requirements of the Drawings and Specifications, or from manufacturer’s guarantees. It also shall constitute a waiver of all Claims by the Contractor, except those previously made and still unsettled.

SECTION 43. HOLD HARMLESS-INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its Subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any Work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees, and officials from and against any and all Claims, losses, or expenses, including reasonable attorney’s fees and litigation expenses suffered by any indemnified party or entity as the result of Claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the Work by Contractor or those for whom Contractor legally is liable. Upon the City’s written demand, Contractor shall assume and defend at Contractor’s sole expense any and all such suits or defense of Claims made against the City, its agents, volunteers, servants, employees or officials.
SECTION 44. INSURANCE

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

A. Workers’ Compensation Insurance as required under Virginia Code Title 65.2.

B. Comprehensive General Liability Insurance, including Contractual liability and products and completed operations liability coverages, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) combined single limits (CSL). Such insurance shall name the City of Hampton as an additional insured by policy endorsement.

C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) combined single limits (CSL).

D. Umbrella/Excess Liability Insurance at limits not less than Two Million and 00/100 Dollars ($2,000,000.00).

Contractor shall submit to the Procurement Officer certificates of insurance with endorsement to the policy attached, prior to beginning Work under this Contract and no later than ten (10) Days after Award of the Contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in the State, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified by Contractor without thirty (30) Days prior written notice to the City.

The Contractor’s insurance shall be used primary and the City’s primary coverage shall not be used to satisfy any Claims.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE CITY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE CITY SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

The certificates of insurance shall list the City of Hampton, 1 Franklin Street, Hampton, Virginia 23669, as the additional insured for the Project. The endorsement to the policy would be that which is attached to the Contractor’s liability policy that acknowledges the City as an additional insured on all policies the City requires to be endorsed. This shall be either a direct endorsement that actually names the City or a blanket endorsement that the Contract states that the City will be named as an additional insured on the insurance policy.

SECTION 45. PAYMENT/PERFORMANCE BONDS

Unless otherwise noted, all Surety documents required herein shall be received and approved by the Procurement Officer prior to beginning Work under the Contract and not later than ten (10) Days after issuance of the “Notice of Intent to Award” or “Notice of Award” (whichever is sooner) for this ITB. Each of the required bonds shall be payable to the City of Hampton. Bonds shall be executed by one or more Surety companies legally authorized to issue bonds and do business in the State. Said bonds shall be payable to the City of Hampton, 1 Franklin Street, Hampton, Virginia 23669. With the exception of any
required Bid Bond, each of the required bonds shall be maintained through the term of the Contract and any extensions.

Contractor shall furnish to the City a payment bond and a performance bond in conformity with the Virginia Code §§ 2.2-4337, et seq. Each bond shall be payable to the City of Hampton and each in the sum of the City Contract Amount. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and each payment bond shall be conditioned upon the prompt payment for all such Material furnished or labor supplied or performed in the prosecution of the Work.

SECTION 46. CLAIMS FOR EXTRA COMPENSATION

If Contractor encounters Work and services not included in this Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, before it begins the Work on which it bases its Claim, Contractor promptly shall notify the City in writing of its intention to perform the Work and to make Claim for extra compensation. Notification by Contractor under the terms of this section shall not be construed as proving the validity of the Claim. No Claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon notification, the City promptly shall review any Claim for extra compensation. If a Claim is accepted by the City, it shall be paid as Extra Work in accordance with the terms of a supplemental agreement executed by the Parties before such Work is begun.

The amounts claimed as extra compensation by Contractor shall be itemized separately, become a part of the Claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the Extra Work and the costs claimed for the Work.

SECTION 47. SUBMISSION AND DISPOSITION OF CONTRACTUAL CLAIMS

Prompt knowledge by the City of an existing or impending Claim for damages or other relief may alter the Plans, scheduling, or other action of City and/or result in mitigation or elimination of the effects of the Claim.

Therefore, a written statement providing City with notice of Contractor’s intention to file a Claim which (i) describes the act or omission by City or its agents that Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the Claim. Such written statement shall be submitted to City within twenty (20) Days of the time of the occurrence or beginning of the Work upon which the Claim is based; provided, however, if such damage is deemed certain in the opinion of Contractor to result from its acting on an order from City, it immediately shall take written exception to the order. For purposes of this provision, “Claim” shall include, without limitation, any request for an increase in the Contract price or time and any request for equitable Adjustment. Submission of a notice of Claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such Claim for damages or other relief by Contractor. Neither an oral notice or statement, nor an untimely notice of statement will be sufficient to satisfy the requirements herein.

The City will review the Claim and render a final decision in writing thirty (30) Days of receipt of Contractor’s written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
SECTION 48. FEDERAL FUNDING / REGULATIONS (24 CFR § 85.36(i))

The following provisions shall apply specifically to all Contracts and Subcontracts resulting from an Award based on the use of Federal Funds.

1. Remedies for breach of Contract shall be in accordance with General Conditions, as previously stated herein.

2. Termination by the Owner/Grantee shall be permitted in accordance with General Conditions, as previously stated herein.

3. Contractor and all Subcontractors with Contracts in excess of Ten Thousand and 00/100 Dollars ($10,000.00) shall abide by the requirements under Executive Orders No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), including specifically the provisions of equal opportunity clause and submittal of written affirmative action program. The Contractor must certify that segregated facilities are not provided or maintained.

4. Section 3 of the Housing and Urban Development Act of 1968 requires that, to the greatest extent feasible, opportunities for training and employment arising from Community Development Block Grant (“CDBG”) will be provided to low-income persons residing in the program service area. Also, to the greatest extent feasible, Contracts for Work (all types) to be performed in connection with CDBG will be awarded to Business concerns that are located in or owned by persons residing in the program service area.

5. Contractors and Subcontractors must comply with the policy stated herein pertaining to Minority/Women’s Business Enterprise to ensure the inclusion to the maximum extent possible.


7. Contractor and all Subcontractors with Contracts in excess of Two Thousand and 00/100 Dollars ($2,000.00) shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

8. Contractor and all Subcontractors with Contracts in excess of Two Thousand and 00/100 Dollars ($2,000.00) shall comply with Sections 103 and 107 of the Contractors Work Hours and Safety Standards Act (40 U.S.C. § 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

9. Contractor shall comply with requirements and regulations pertaining to reporting.

10. Contractor shall comply with requirements and regulation pertaining to patent rights in accordance with General Conditions as previously stated herein.

11. Contractor shall pay applicable royalties and license fees pertaining to copyrights and rights in data. Contractor shall defend all suits or Claims for the infringement thereof and shall save the City harmless from loss on account thereof as previously stated herein.

12. Contractor shall allow access by the City/Grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representative to any books,
documents, papers, and records of the Contractor which are directly pertinent to that specific Contract for the purpose of making audit, examination, excerpts, and transcriptions.

13. Contractor shall retain all required records for three years after final payments and all other pending matters are closed.

14. Contractor and all Subcontractors with Contracts in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00) shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (41 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

15. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16. In accordance with 24 CFR Part 5, CDBG funds may not be used to directly or indirectly employ, award Contracts to or otherwise engage the services of any Contractor or sub-recipient during any period of debarment, Suspension or placement of ineligibility status.

17. Contractor shall comply with Buy America requirements mandated by the Surface Transportation Assistance Act of 1982 (49 CFR Ch. VI Part 661).

[SIGNATURES APPEAR ON FOLLOWING PAGE]
SIGNATURE OF PARTIES

As evidence of this Contract to the preceding terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

ATTEST:

______________
Corporate Secretary/Authorized Agent

By:

Signature of Corporate Officer

Its: ____________________________

Title

ATTEST:

______________
City Clerk

By:

City Manager/Authorized Designee

CITY OF HAMPTON, VIRGINIA

Approved as to form and legal sufficiency

Deputy City Attorney

Date: ____________________________

STATE OF
CITY/COUNTY OF_______________, to-wit:

The foregoing Contract was acknowledged before me this _____ day of __________, 2014, by ___[name of officer to sign]______,_[title]_, of ___[name of company]______________, a ______ Corporation on its behalf. He/She is known to me personally or produced __________________ as identification.

________________________
Notary Public

My Commission expires: __________________________

Registration No.: __________________________
ATTACHMENT A: CONTRACT PERFORMANCE AND PAYMENT BOND
PROJECT NO. 14-107/A

KNOW ALL MEN BY THESE PRESENTS: That, we _________________________ (Name of Contractor), a ____________________________ (Corporation, Partnership or Individual) (hereinafter “Principal”) and _________________________________ (Name of Surety), of ________________________________, State of _____________ (hereinafter the “Surety”), are by this performance and payment bond held and firmly bound unto the City of Hampton, Virginia, a municipal cooperation of the Commonwealth of Virginia (hereinafter the “City”), in the penal sum under each bond of ____________________________ Dollars ($______________ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that:

Whereas, the Principal entered into a certain Contract with the City, dated the ______ day ______ of ____________, 201__, a copy of which is attached hereto and made a part hereof for the construction of:

Annual Emergency Construction Services

PERFORMANCE

NOW, THEREFORE, if the said Principal shall well and faithfully do and perform the things agreed to be done and performed and shall comply with all terms of the aforesaid Contract and Plans and Specifications, advertisement, proposal, made a part hereof and shall maintain and replace all defective Work under this Contract for a period of one (1) year from its acceptance, and shall protect and save harmless the actions of every kind and description arising from injury or damage to persons and property in the prosecution of said Work, or in the failure to properly safeguard the same, and from all Claims arising under the workman’s compensation laws or from infringement of any patent rights, then this obligation shall be void; otherwise, it shall remain in full force and virtue.
PAYMENT

NOW, THEREFORE, if the Principal promptly shall make payment to all persons, Firms, Subcontractors, and Corporations furnishing Materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for Materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, Equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this performance and payment bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose Claim may be unsatisfied.
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed and affixed by its duly authorized officers on its behalf this _____ day of __________ , 201 __.

(For use by an individual trading under trade name)

________________________________________________________________________

(For use by an individual trading under trade name)

Trading as ______________________________________________________________

________________________________________________________________________

(For use by partnership)

(Partnership Name)

________________________________________________________________________

(Partner)

________________________________________________________________________

(For use by Corporation)

(Corporate Name)

________________________________________________________________________

By __________________________________________________ (Corporate Officer Signature)

________________________________________________________________________

(Official Title/Position)

________________________________________________________________________

Surety

By __________________________________________________ (Seal)

Attorney-in-Fact

Countersigned:

Resident Virginia Agent Registration No.

________________________________________________________________________

Address

________________________________________________________________________

Telephone Number

NOTE: Submit Certificate of Power-of-Attorney with Bond
ATTACHMENT B: RETAINED FUNDS ESCROW AGREEMENT

THIS RETAINED FUNDS ESCROW AGREEMENT (this “Agreement”), made and entered into this ______ day of ________________, 20__ by, between and among the City of Hampton, Virginia, a municipal Corporation of the Commonwealth of Virginia, and ________________________________ (Contractor), and ________________________________ (Name of Bank), located at _______________________________ (Address of Bank), a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth (hereinafter referred to collectively as “Bank”) and ________________________________ (“Surety”) provides:

I.
The City and the Contractor have entered into a contract with respect to:
______________________________ (“the Contract”). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.

II.
In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the City is required thereby to retain certain amounts otherwise due the Contractor. With the approval of the City, the Contractor has elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of, the Contract or any other instrument or agreement between the City and the Contractor.

III.
From time to time and pursuant to its Contract, the City shall pay to the Bank amounts retained by it under the Contract. Except as to amounts actually withdrawn from Escrow by the City, the Contractor shall look solely to the Bank for the payment of funds retained under the Contract and paid by the City to the Bank.
The risk of loss by diminution of the principal of any funds invested under the terms of this Contract shall be upon the Contractor solely.

Funds and securities held by the Bank pursuant to this Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell, or otherwise transfer or dispose of its interest in the escrow account or any part thereof, except to the Surety.

IV.
Upon receipt of checks drawn by the City and made payable to it as escrow agent, the Bank promptly shall notify the Contractor, negotiate the same, and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.
V.

The following securities, and none other, are approved securities for all purposes of this Agreement.

(d) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills;

(e) Bonds, notes, and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States;

(f) Bonds or notes of the Commonwealth of Virginia;

(g) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor’s or Moody’s Investors Service rating of at least “A;”

(h) Certificates of deposit issued by commercial banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Bank and its Affiliates; and

(i) Any bonds, notes, or other evidences of indebtedness listed in Sections (I) through (III) may be purchased pursuant to a repurchase agreement with a bank, within or outside the Commonwealth of Virginia having a combined capital, surplus, and undivided profit of not less than Twenty-Five Million and 00/100 Dollars ($25,000,000.00), provided the Bank’s obligation to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title and/or possession of such securities is not transferred to the Escrow Agent so long as the Bank’s repurchase obligation is collaterized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least one hundred percent (100%) of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder, which matures more than five (5) years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

One of the following methods may be used to withdraw funds from the escrow account:

- From time to time, the Contractor may withdraw the whole or any portion of the escrow funds by depositing with the Bank approved securities listed in Section V above in an amount equal to, or in excess of the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited thereupon shall become a part of the escrowed fund.

- Upon receipt of a direction signed by the City Manager or Director of Finance, the Bank shall pay the principal of the fund, or any specified amount thereof, to the City. Such payment shall be made in cash as soon as is practicable after receipt of the direction.
Upon receipt of a direction signed by the City Manager or Director, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder, the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank’s fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as Surety for the Contractor’s performance of the Contract are not affected hereby.

SIGNATURES APPEAR ON FOLLOWING PAGE
WITNESS the following signatures, all as of the date first above written.

CITY OF HAMPTON, VIRGINIA

By: ____________________________
   City Manager or Authorized Designee

ATTEST:

______________________________
Clerk

______________________________
CONTRACTOR

By: ____________________________
   OFFICER OR PARTNER

______________________________
BANK

By: ____________________________
   PRESIDENT/VICE-PRESIDENT

______________________________
SURETY

By: ____________________________
   ATTORNEY-IN-FACT
The City of Hampton is implementing new strategies to solicit and utilize minority and woman-owned Businesses. To encourage and sustain utilization of minority and woman-owned Businesses, subcontracting goals have been established for City Contracts of One Hundred Thousand and 00/100 Dollars ($100,000.00) and above. The minority and woman-owned subcontracting goals are established by business categories.

The subcontracting goals established for this Contract include:

**Minorities (MBE):** 4.34%  
**Non-minority women (WBE):** 3.82%

Solicitation meetings will be held on contracts One Hundred Thousand and 00/100 Dollars ($100,000.00) and above to assist in attaining the minority and woman-owned Business goals outlined in the Contract.

The City requires that each minority and woman-owned Business become a certified Small, Woman and Minority owned Business (SWAM) by the State Department of Minority Business Enterprises (DMBE).

Any minority or woman-owned Business that is not a certified SWAM vendor will not be considered for meeting the Contract goals as established or included in the City utilization data.

Prime Contract solicitations require Bidders to include, as part of their proposal or Bid, a subcontracting plan to include certified minority and woman-owned vendors during the course of the Contract Work.

- A listing of all certified minority and woman-owned Subcontractor vendors
- The dollar value of each Subcontract
- A description of type of Work to be performed under each Contract
- SWAM certification number and contact information for each minority and woman-owned Firm

Prime Contractor Subcontractor/supplier solicitation information will be submitted to document Firms contacted for quotes.

Prime Contractor solicitations and resulting Contracts will require each successful Bidder to report actual Subcontract payments quarterly to the City Procurement Department to ensure accurate utilization records.

Prime Contractors quarterly must submit sub-contractor payment information on all certified minority and woman-owned vendors no less than quarterly after the Notice to Proceed (NTP) is issued by the Public Works Department.

Failure of a Prime Contractor to submit required documentation to the City may result in the City’s withholding of a payment and/or other sanctions imposed by the City of Hampton.

All Bids submitted must include a subcontracting plan to be considered when determining the lowest responsible and responsive Bidders by the City.

Changes to the subcontracting plan will require approval from the Procurement Office and Minority Business Program Office during the life of the Contract.
Under certain circumstances, the Contractor’s failure to adhere to its subcontracting plan may result in future loss of Contracts and/or debarment from bidding by the City of Hampton.

In these cases, Contractors will be requested to submit documentation of good-faith efforts used to meet its subcontracting plan. Determination of efforts will be made on an individual Contract basis. It is recommended that Contractors pre-qualify or determine the Subcontractors’ capabilities prior to subcontracting Work.

Good-faith efforts are documented reasonable steps taken to achieve a Contract goal. These efforts are those taken by a Bidder actively and aggressively trying to obtain the established goal. Mere pro forma efforts do not constitute good-faith efforts. It is not intended to be a mandatory checklist; nor is it intended to be exclusive or exhaustive. **Other factors or types of efforts may be relevant in appropriate cases. The following is a list of types of actions which are considered good-faith efforts:**

- Soliciting through reasonable and available means (pre-Bid meetings, advertisements, telephone calls, community organizations, and the like);
- Selecting portions of the Work to be subcontracted out to increase the likelihood that a Contract goal may be achieved;
- Providing interested Firms with information necessary to respond in a timely manner to a request for solicitation; and
- Effectively using the services of available minority and woman-owned organizations, local, State and federal small business assistance offices, and the like.

Documentation of such efforts may include a listing of M/WBE Firm names, contact information, description of information provided, dates quotes are received quotes, and the like.

(Please note: This requirement should not be construed as authorizing or directing the exclusion of non-SWAM owned Businesses; rather, the purpose is to include as many qualified Businesses as possible).

Any Prime Contractor that is a DMBE certified minority or woman-owned vendor that is awarded a Contract of One Hundred Thousand and 00/100 Dollars ($100,000.00) and above is not required to submit the above information as the Prime Contractor is itself such a certified Business. This relief, however, does not discharge the Prime Contractor from the obligation to achieve both Contract goals during the life of the Contract. The City reserves the right to review subcontracting Plans and good-faith efforts to ensure both goals are achieved.

The City will utilize a performance evaluation process that will include documenting the quality of Work and business practices of all vendors used on City Contracts of One Hundred Thousand and 00/100 Dollars ($100,000.00) and above.

The suggested forms are attached for Bidders’ use to ensure consistent submission of required data.
FREQUENTLY ASKED QUESTIONS (FAQ’s) - MBE & WBE GOALS

1. **How do I know if there is a goal on a Project?**
   It will be mentioned in the Invitation to Bid (ITB) or Request for Proposal (RFP). Bidders are encouraged to utilize certified SWAM vendors towards their efforts in meeting the MBE and WBE goals.

2. **What is a SWAM vendor?**
   SWAM is the acronym for Small, Women and Minority owned Businesses. A SWAM vendor is a Business that has been certified by the Virginia Department of Minority Business Enterprise (DMBE) and is listed in the SWAM Vendor Directory.

3. **Where may I find a list of SWAM certified MBE and WBE Businesses?**
   A list of certified SWAM Businesses may be found at the following websites:
   - Virginia Department of Minority Business Enterprise: The DMBE website at www.dmbe.state.va.us allows searches by company name, SWAM type, NIGP commodity code or description, and zip and NIGP Code.

4. **Is it possible to meet both the MBE and WBE goals utilizing one Contractor?**
   No. It is not possible to meet both the MBE and WBE goals utilizing one Contractor. These are two separate goals; one for MBE, and the other for WBE. They are independent of one another.

5. **I have worked with a minority-owned Business in the past, but they are not SWAM certified. May I still use them towards meeting the goal?**
   No. The City requires that each minority and woman-owned Business become SWAM certified by DMBE. Any minority or woman-owned Business that is not a certified SWAM vendor will not be considered for meeting the Contract goals as established or included in the City utilization data.

6. **I am a Minority /Woman Owned Business, but I am not SWAM certified. How do I get certified?**
   As found on the DMBE website, there are four steps to get certified: Complete an online application at www.dmbe.state.va.us, print the application, collect supporting documentation on the checklist, and send the signed application form to the DMBE.

7. **I am a SWAM certified minority / woman-owned Business. Do I still need to meet the MBE and WBE goals?**
   Yes. The City of Hampton encourages all prime Contractors bidding on a Project to document efforts and meet the goals.

8. **May I utilize vendors certified as a Small Business (S) that I found on the City of Hampton’s / Department of Minority Business Enterprise directory?**
   Yes, you can; but it will not be counted towards meeting the MBE and WBE goals. To meet the MBE goal, a Business must be certified as a Minority Owned Business Enterprise (M), Minority Owned Small Business Enterprise (MS). To meet the WBE goal, a Business must be certified as a Woman Owned Business Enterprise (W) or Woman Owned Small Business Enterprise (WS).

9. **Which forms do I have to turn in at Bid opening?**
There are two forms in your Bid response forms pertaining to the Minority Business Program. At time of Bid opening, submit Form 1 (Subcontracting/Supplier Utilization Form) and Form 2 (Subcontractor/Supplier Solicitation and Utilization Form). If awarded the Contract, Payment Information must be submitted MONTHLY during the course of the Contract using Attachment E.

10. **Which is the official form to list the Minority and Woman-Owned Subcontractors I propose utilizing on the Project?**

   Fully complete Form 1 (Subcontracting/Supplier Utilization Form). Bidders must include this form as part of their proposal or Bid to list certified minority and woman-owned vendors they plan to utilize on the Project. This form should include information on:
   - The dollar value and percentage for each Subcontractor;
   - A description of type of Work to be performed; and
   - SWAM certification number and contact information for each minority and woman-owned Firm.

11. **I contacted a SWAM certified minority/women-owned Business, but I won’t be utilizing them. How do I document this scenario?**

   Fully complete Form 2 (Subcontractor/Supplier Solicitation and Utilization Form).

12. **How do I document good-faith efforts?**

   Fully complete Form 2 (Subcontractor/Supplier Solicitation and Utilization Form Solicitation). Documentation of such efforts may include a listing of M/WBE Firm names, contact information, description of information provided and dates received quotes, and the like.

13. **If awarded a Contract, on what form do I report the payments made to subcontractors?**

   Successful Bidders on City Contracts will be required to report actual Subcontract payments quarterly to the City Procurement Department to ensure accurate utilization records. Fully complete Attachment E (Payment Information) to report this information.

14. **At what point must a vendor be SWAM certified in order to be counted towards meeting the MBE and WBE goals?**

   Subcontractors must be SWAM certified by the Bid opening date when an Invitation to Bid is due.

15. **Who may I contact if I have specific questions or need additional help finding certified minority or woman owned Businesses?**

   You may contact the City of Hampton’s Minority Business Office located within the Economic Development Department at (757) 728-5171.
CITY OF HAMPTON

MINORITY AND WOMAN-OWNED BUSINESS PAYMENT REPORT

Contractor: ________________ Date: ________________

Project No.: ________________ Reporting Period: __________ to __________

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Certification No.</th>
<th>SWAM Type (M/WBE)</th>
<th>This Quarter</th>
<th>To Date</th>
<th>Type of Work</th>
</tr>
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Total dollar value amount paid to date to SWAM vendor

I/We certify that the information provided herein is accurate, current, and complete to the best of my/our knowledge, information, and belief.

Company ________________________________

Print name ___________________________ Title ______________________________
QUESTIONNAIRE FORMS

PRE-BID QUESTION FORM

ITB NO. 14-107/A

DATE: ______________________________

NAME: ______________________________

COMPANY: __________________________

SPECIFICATION SECTION _____________ PARAGRAPH ______________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

NOTE:

All questions regarding this solicitation shall be in writing using this question form. A separate form must be used for each question. Submit all Pre-Bid Question Forms to the City of Hampton Procurement Office via fax: (757) 727-2207 or via email: oandrew@hampton.gov. It shall be the responsibility of the sender to verify receipt of all transmissions. The City of Hampton shall not be responsible for missed transmissions.

All questions are due in the Procurement Office no later than Friday, June 13, 2014, at 4:00 P.M. NO EXCEPTIONS.

Final addendum and answers to pre-bid questions will be available from the Procurement Office on Thursday, June 19, 2014 between 9:00 a.m. and 4:00 p.m. Call prior to coming for availability. It shall be the responsibility of prospective bidders to verify, prior to turning in a response, if an addendum was issued. Bidders should check www.hampton.gov/bids-contracts for any addenda issued no later than 12 hours prior to bid receipt deadline.
CONTRACTOR QUESTIONNAIRE FORM (ITB NO. 14-107/A)
If requested by the City, the following questions shall be answered in full by the Bidder, and returned to the City within seventy-two (72) hours.

1. Name of Company: ____________________________________________________________

   Trade Name (if different from Company Name): ________________________________________

   Principal Office Address: _________________________________________________________

   ____________________________________________________________

   Telephone No(s). _____________________________________________________________

   Fax No(s). ________________________________________________________________

   Email Address(es) _________________________________________________________

   a. If a Corporation, answer the following:
      
      When Incorporated: ___________________________________________________________

      What State: _______________________________________________________________

      Virginia State Corporation Commission No. ______________________________________

   b. If an Unincorporated Organization, answer the following:
      
      Date of Organization: _________________________________________________________

      Names and Addresses of or Members: __________________________________________

      Type and State of Organization: ______________________________________________

   c. If a Partnership, state whether the Partnership is General or Limited:

      ______________________________________________________

      Names and Addresses of Partners:

      ______________________________________________________

      ______________________________________________________

      ______________________________________________________

2. Experience:

   a. How many years has this Bidder been in business as a Contractor under its present Business name?

   b. List the prior names of this Bidder, if any. ______________________________________
3. How many years of experience in this type of construction work does this Bidder have?
   a. As a Contractor? ________________________________
   b. As a Subcontractor? ________________________________

4. Provide a list of uncompleted Contracts/Projects presently held by this Bidder (attach supplemental sheets if necessary):

<table>
<thead>
<tr>
<th>Contract/Project</th>
<th>Type of Work</th>
<th>Amount</th>
<th>% Complete</th>
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5. List this Bidder’s crew foremen and supervisors proposed for this Project and their years of related experience:

<table>
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<tr>
<th>Name</th>
<th>Years of Experience</th>
<th>Dates of Employment with Bidder</th>
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6. What construction Equipment does this Bidder own that is available for the proposed Work? Attach supplemental sheets if necessary.

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

7. Does this Bidder plan to Subcontract any part of this Work? If so, list the name, address, years of experience, and type and amount of Work to be performed by each Subcontractor.

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
8. Provide a list of Projects similar in character and scope to the Work specified under this Contract which have been completed successfully by this Bidder during the past three (3) years (attach supplemental sheets if necessary). (The term “completed” means accepted and final payment received from the City or authorized representative.)

<table>
<thead>
<tr>
<th>Location &amp; Type of Work</th>
<th>City’s Name and Address</th>
<th>Contact person (name and telephone number)</th>
<th>Date Completed</th>
<th>Contract Price</th>
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</table>

9. Has this Bidder ever performed work for a municipal Corporation, local governing body, or similar agency previously? If all such bodies are listed under 8, this question need not be completed.

10. Bidder Responsibility:

    a. Has this Bidder ever failed to complete any work awarded to it? _____ If yes, give the name of the city, county, or state, name of Bonding Company, and circumstances:
b. Is this Bidder debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, town, city, or county?

Yes_________ No____________ If yes, please provide details:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

c. Has this Bidder ever had any judgments entered against it for breach of Contract for construction? __________ If yes, please provide details:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

d. Give a summary of your financial statement, including assets and liabilities (use an insert sheet if necessary):

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

11. State approximate largest dollar volume of work performed by this Bidder in one year:

______________________________________________________________________________

12. List two (2) banking institution references:

a. Name:

______________________________________________________________________________

Address:

______________________________________________________________________________

Credit Available:

______________________________________________________________________________

b. Name:

______________________________________________________________________________
13. List three (3) Material suppliers and amount of credit available:
   a. Name:
      ________________________________________________________________
   Address:
      ________________________________________________________________
   Credit Available:
      ________________________________________________________________
   b. Name:
      ________________________________________________________________
   Address:
      ________________________________________________________________
   Credit Available:
      ________________________________________________________________
   c. Name:
      ________________________________________________________________
   Address:
      ________________________________________________________________
   Credit Available:
      ________________________________________________________________

14. List insurance coverage (attach certificate of insurance in required Project amount):
    ________________________________________________________________

15. Bonding reference: List Bidder’s Surety company and highest coverage:
    ________________________________________________________________

Has this Bidder or its authorized representative personally inspected the location of the proposed Work, and does it have a clear understanding of the requirements of the Bid Documents?
________________________________________

The undersigned hereby authorizes and consents to any person, Firm, or Corporation to furnish any information requested by the City in verification of this statement of Contractor’s qualifications. Also, if it is the apparent low Bidder, the undersigned hereby agrees to furnish the City upon request, a complete and current financial statement:
Name of Contractor

Date: ____________________  By: ____________________
(Signature)
(Printed Name)
(Title)
REQUIRED DOCUMENTS TO BE RETURNED

THE FOLLOWING DOCUMENTS ARE BID RESPONSE DOCUMENTS. PLEASE RETURN THE DOCUMENTS LISTED BELOW WITH THE BID SUBMITTAL. FAXED OR EMAILED RESPONSES SHALL NOT BE ACCEPTED. SUBMITTAL REQUIRES TWO (2) COPIES, ONE ORIGINAL AND ONE COPY.

1. Compliance Form for Project ITB No. 14-107/A
2. Bid Sheet (6 pages)
3. Debarment Certification
4. Notice of Escrow Option (2 pages)
5. Subcontractor/Supplier Utilization Form 1
6. Subcontractor/Supplier Solicitation and Utilization Form 2
7. Anti-Collusion/Nondiscrimination/Drug-Free Workplace Requirements
8. Addenda Acknowledgement
9. Notice to Commence Work
10. Provide a List of Key Personnel (Per the General Requirements)

All forms relating to this solicitation are posted on www.hampton.gov/bids-contracts or may be obtained from:
Consolidated Procurement Office, 1 Franklin Street, Hampton, Virginia 23669.

One set of all related solicitation forms may be picked up at the Procurement Office with no charge. Additional sets will be sold at $40.00 per set. Requests for mailing of these forms shall be honored only upon receipt of a non-refundable payment of $40.00 per set and an on call pick-up authorization and account number for a parcel delivery service. All checks shall be made payable to the City of Hampton.

A bid bond or cashier's check, payable to the City of Hampton equal to five percent (5%) of the total bid price shall accompany any response that is $100,000.00 or more.
RESPONSE FORM FOR PROJECT ITB NO. 14-107/A

COMPLIANCE FORM FOR PROJECT ITB NO. 14-107/A

In compliance with the Solicitation dated Tuesday, June 3, 2014, the undersigned proposes to furnish all labor, Equipment, and Materials and perform all Work in strict accordance with all requirements for:

ANNUAL EMERGENCY CONSTRUCTION SERVICES

The above scope of Work to be performed at the dollar amount(s) stated herein.

The undersigned agrees and assures that:

1. All prices stated herein shall be Firm for a period of __________ Calendar Days (90 Days minimum).

2. If Bidder’s response is accepted and a purchase order issued, Bidder will accept same and fulfill requirements in strict compliance with all terms and conditions.

3. If in acceptance of Bidder’s response, Bidder is asked to execute a formal Contract and/or required to furnish a payment bond and a performance bond and/or a certificate of insurance, Bidder will execute and furnish the same within ten (10) Calendar Days of such notice. Failure to do so will mean forfeiture of any Surety Bidder may have been required to post as part of Bidder’s response.

4. Bidder’s Business is organized as a stock or non-stock Corporation, limited liability company, Business trust, limited partnership, or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign Business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law.

5. If a contractor, Bidder is registered with the Commonwealth of Virginia as a Class ______ Contractor; Registration No. ____________________.

6. *** In Accordance with §§54.1-1115(A)(1) and (A)(6) of the Code of Virginia, Bidder should include a copy of Contractors License with Bid Response.***

7. Bidder meets all licensing and permit requirements to conduct business in the City of Hampton, Virginia.
RESPONSE FORM FOR PROJECT ITB NO: 14-107/A

BID SHEET

Submitted by:

Company Name __________________________________________

Street Address __________________________________________

City/State/Zip __________________________________________

Phone _________________ Fax ____________________________

Date: _______________________

Federal ID No. _______________ SCC Registration #______________

DUNS No. _________________

Bidder, in compliance with the Request for annual emergency construction services and HEREBY PROPOSES to furnish all labor, Materials, and Equipment, and to complete the Project in accordance with the Contract Documents, within the time set forth therein, and for the Bid price stated herein. Said price shall cover all expenses incurred in performing the Work required by the Contract Documents, of which this proposal is a part.

Discrepancies between multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in the favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

Total Contract Bid Price (from Page 115)

(Written) __________________________________________

Figure $__________________________
**RESPONSE FORM FOR PROJECT ITB NO. 14-107/A**

**BID SHEET**

<table>
<thead>
<tr>
<th>No.</th>
<th>Size</th>
<th>Item Description</th>
<th>Depth</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Item Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Mobilization</td>
<td>ea</td>
<td>15</td>
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<td>2</td>
<td>4&quot;</td>
<td>Fitting, Bends, Reducer, Plug or cap, MJ Restrained</td>
<td>0'-6'</td>
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<td>5</td>
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<tr>
<td>3</td>
<td>6&quot;</td>
<td>Fitting, Bends, Reducer, Plug or cap, MJ Restrained</td>
<td>0'-6'</td>
<td>ea</td>
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<tr>
<td>4</td>
<td>8&quot;</td>
<td>Fitting, Bends, Reducer, Plug or cap, MJ Restrained</td>
<td>0'-6'</td>
<td>ea</td>
<td>5</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>10&quot;</td>
<td>Fitting, Bends, Reducer, Plug or cap, MJ Restrained</td>
<td>0'-6'</td>
<td>ea</td>
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<tr>
<td>6</td>
<td>12&quot;</td>
<td>Fitting, Bends, Reducer, Plug or cap, MJ Restrained</td>
<td>0'-6'</td>
<td>ea</td>
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<td>7</td>
<td>8&quot;</td>
<td>Joint Restraint (New Pipe)</td>
<td>ea</td>
<td></td>
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<td>8</td>
<td>8&quot;</td>
<td>Joint Restraint (Existing Pipe)</td>
<td>ea</td>
<td></td>
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<td>9</td>
<td>1&quot;</td>
<td>Air Vent Assembly</td>
<td>ea</td>
<td></td>
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<td>10</td>
<td></td>
<td>Adjustment of Existing Valve Box</td>
<td>ea</td>
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<tr>
<td>11</td>
<td>6&quot;</td>
<td>Gravity Sanitary Sewer - PVC SDR 26</td>
<td>0'-6'</td>
<td>lf</td>
<td>300</td>
<td></td>
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<tr>
<td>12</td>
<td>8&quot;</td>
<td>Gravity Sanitary Sewer - PVC SDR 26</td>
<td>0'-6'</td>
<td>lf</td>
<td>1000</td>
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<tr>
<td>13</td>
<td>10&quot;</td>
<td>Gravity Sanitary Sewer - PVC SDR 26</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
<td></td>
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<td>14</td>
<td>12&quot;</td>
<td>Gravity Sanitary Sewer - PVC SDR 26</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>6&quot;</td>
<td>Gravity Sanitary Sewer - PVC C900 DR18</td>
<td>0'-6'</td>
<td>lf</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>8&quot;</td>
<td>Gravity Sanitary Sewer - PVC C900 DR18</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>10&quot;</td>
<td>Gravity Sanitary Sewer - PVC C900 DR18</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
<td></td>
<td></td>
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<tr>
<td>18</td>
<td>12&quot;</td>
<td>Gravity Sanitary Sewer - PVC C900 DR18</td>
<td>0'-6'</td>
<td>lf</td>
<td>50</td>
<td></td>
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<tr>
<td>19</td>
<td>6&quot;</td>
<td>Gravity Sanitary Sewer - D.I. lined w/Protecto 401, Class 5</td>
<td>0'-6'</td>
<td>lf</td>
<td>50</td>
<td></td>
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<td>20</td>
<td>8&quot;</td>
<td>Gravity Sanitary Sewer - D.I. lined w/Protecto 401, Class 5</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
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<td>21</td>
<td>10&quot;</td>
<td>Gravity Sanitary Sewer - D.I. lined w/Protecto 401, Class 5</td>
<td>0'-6'</td>
<td>lf</td>
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<td>22</td>
<td>12&quot;</td>
<td>Gravity Sanitary Sewer - D.I. lined w/Protecto 401, Class 5</td>
<td>0'-6'</td>
<td>lf</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>2&quot;</td>
<td>Force Main - PVC Sch. 80</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
<td></td>
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<td>24</td>
<td>4&quot;</td>
<td>Force Main - D.I. lined w/Protecto 401, Class 52</td>
<td>0'-6'</td>
<td>lf</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>6&quot;</td>
<td>Force Main - D.I. lined w/Protecto 401, Class 52</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
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<td></td>
</tr>
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<td>26</td>
<td>8&quot;</td>
<td>Force Main - D.I. lined w/Protecto 401, Class 52</td>
<td>0'-6'</td>
<td>lf</td>
<td>100</td>
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<td>27</td>
<td>10&quot;</td>
<td>Force Main - D.I. lined w/Protecto 401, Class 52</td>
<td>0'-6'</td>
<td>lf</td>
<td>50</td>
<td></td>
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<td>28</td>
<td>12&quot;</td>
<td>Force Main - D.I. lined w/Protecto 401, Class 52</td>
<td>0'-6'</td>
<td>lf</td>
<td>50</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>Additional trench depth greater than 6’</strong></td>
<td></td>
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</tr>
<tr>
<td>29</td>
<td></td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>6.1'-8'</td>
<td>lf</td>
<td>25</td>
<td></td>
<td></td>
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<tr>
<td>30</td>
<td></td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>8.1'-10'</td>
<td>lf</td>
<td>25</td>
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</tr>
<tr>
<td>No.</td>
<td>Size</td>
<td>Item</td>
<td>Depth</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Item Price</td>
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<td>-----</td>
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<td>-----------------</td>
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<tr>
<td>31</td>
<td></td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>10.1'-12'</td>
<td>lf</td>
<td>25</td>
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<td></td>
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<tr>
<td>32</td>
<td></td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>12.1'-14'</td>
<td>lf</td>
<td>25</td>
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<td>33</td>
<td></td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>14.1'-16'</td>
<td>lf</td>
<td>25</td>
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<tr>
<td>34</td>
<td></td>
<td>Trench Depth (added to any pipelines &amp; point repairs at this depth)</td>
<td>16.1'-18'</td>
<td>lf</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td></td>
<td>Hand Dig Trench up to 2' wide</td>
<td>0'-4'</td>
<td>lf</td>
<td>50</td>
<td></td>
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</tr>
<tr>
<td>36</td>
<td>2''</td>
<td>Ball Valve (Brass)</td>
<td>ea</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>4''</td>
<td>Gate Valve</td>
<td>ea</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>6''</td>
<td>Gate Valve</td>
<td>ea</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>8''</td>
<td>Gate Valve</td>
<td>ea</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>10''</td>
<td>Gate Valve</td>
<td>ea</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>12''</td>
<td>Gate Valve</td>
<td>ea</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td></td>
<td>Emergency or Bypass Pumping</td>
<td>hrs</td>
<td></td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>4''</td>
<td>Lateral Service Connection w/C.O. - PVC SDR 26, 25 LF</td>
<td>0'-6'</td>
<td>ea</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>6''</td>
<td>Lateral Service Connection w/C.O. - PVC SDR 26, 25 LF</td>
<td>0'-6'</td>
<td>ea</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>4''</td>
<td>Lateral Service Connection w/C.O. - PVC C900, 25 LF</td>
<td>0'-6'</td>
<td>ea</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>6''</td>
<td>Lateral Service Connection w/C.O. - PVC C900, 25 LF</td>
<td>0'-6'</td>
<td>ea</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>4''</td>
<td>Lateral Service Connection w/C.O. - D.I. lined w/Protecto 401, 25 LF</td>
<td>0'-6'</td>
<td>ea</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>6''</td>
<td>Lateral Service Connection w/C.O. - D.I. lined w/Protecto 401, 25 LF</td>
<td>0'-6'</td>
<td>ea</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>49</td>
<td>4''</td>
<td>Lateral per foot over 25 feet, PVC SDR 26</td>
<td>0'-6'</td>
<td>If</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>6''</td>
<td>Lateral per foot over 25 feet, PVC SDR 26</td>
<td>0'-6'</td>
<td>If</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>4''</td>
<td>Lateral per foot over 25 feet, PVC C900 DR 18</td>
<td>0'-6'</td>
<td>If</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>6''</td>
<td>Lateral per foot over 25 feet, PVC C900 DR 18</td>
<td>0'-6'</td>
<td>If</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>4''</td>
<td>Lateral per foot over 25 feet, D.I. lined w/Protecto 401, CL 52</td>
<td>0'-6'</td>
<td>If</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>6''</td>
<td>Lateral per foot over 25 feet, D.I. lined w/Protecto 401, CL 52</td>
<td>0'-6'</td>
<td>If</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>4''x8''</td>
<td>Inserta-Tee</td>
<td>ea</td>
<td></td>
<td>25</td>
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</tr>
<tr>
<td>56</td>
<td>4' dia.</td>
<td>Manhole</td>
<td>TO 12'</td>
<td>VF</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>5' dia.</td>
<td>Manhole</td>
<td>TO 12'</td>
<td>VF</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>5'' dia.</td>
<td>Manhole (additional cost for this depth)</td>
<td>12.1'-20'</td>
<td>VF</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td></td>
<td>Manhole, Shallow</td>
<td>&lt;4'</td>
<td>VF</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>5'' dia.</td>
<td>Manhole, Drop</td>
<td>TO 12'</td>
<td>VF</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td></td>
<td>Manhole Frame &amp; Cover (New manhole)</td>
<td>ea</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>62</td>
<td></td>
<td>Manhole Watertight Frame &amp; Cover (New manhole)</td>
<td>ea</td>
<td></td>
<td>5</td>
<td></td>
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<tr>
<td>No.</td>
<td>Size</td>
<td>Item Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Item Price</td>
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<td>------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td></td>
<td>Replace Manhole Frame &amp; Cover (In Pavement)</td>
<td>ea</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td></td>
<td>Replace Manhole Frame &amp; Cover (Outside of Pavement)</td>
<td>ea</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td></td>
<td>Rainstopper Manhole Insert, 24&quot; Plastic</td>
<td>ea</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td></td>
<td>Manhole Connection (core drill for 4&quot; or 6&quot; lateral)</td>
<td>ea</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>67</td>
<td></td>
<td>Manhole Connection (core drill for 8&quot; or 10&quot; mains)</td>
<td>ea</td>
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<td></td>
<td></td>
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<tr>
<td>68</td>
<td></td>
<td>Rebuild Bench &amp; Invert (Existing Manhole)</td>
<td>ea</td>
<td>20</td>
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<tr>
<td>69</td>
<td></td>
<td>Remove and Replace Drop Connection</td>
<td>ea</td>
<td>1</td>
<td></td>
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<td></td>
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<tr>
<td>70</td>
<td>6&quot;</td>
<td>Abandon Sanitary Sewer w/Flowable Fill</td>
<td>lf</td>
<td>1500</td>
<td></td>
<td></td>
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<tr>
<td>71</td>
<td>8&quot;</td>
<td>Abandon Sanitary Sewer w/Flowable Fill</td>
<td>lf</td>
<td>900</td>
<td></td>
<td></td>
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<tr>
<td>72</td>
<td>10&quot;</td>
<td>Abandon Sanitary Sewer w/Flowable Fill</td>
<td>lf</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>73</td>
<td>6&quot;-12&quot;</td>
<td>Removal of Existing sanitary Sewer Main</td>
<td>lf</td>
<td>300</td>
<td></td>
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<tr>
<td>74</td>
<td>4' dia.</td>
<td>Abandon Existing Sanitary Sewer Manhole</td>
<td>VF</td>
<td>25</td>
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<tr>
<td>75</td>
<td>6&quot;</td>
<td>Sewer Line Point Repair - PVC SDR 26, &lt;20 if, 0'-6'</td>
<td>If</td>
<td>50</td>
<td></td>
<td></td>
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<tr>
<td>76</td>
<td>8&quot;</td>
<td>Sewer Line Point Repair - PVC SDR 26, &lt;20 if, 0'-6'</td>
<td>If</td>
<td>50</td>
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<tr>
<td>77</td>
<td>6&quot;</td>
<td>Sewer Line Point Repair - PVC C900 DR 18, &lt;20 if, 0'-6'</td>
<td>If</td>
<td>30</td>
<td></td>
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<td></td>
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<tr>
<td>78</td>
<td>8&quot;</td>
<td>Sewer Line Point Repair - PVC C900 DR 18, &lt;20 if, 0'-6'</td>
<td>If</td>
<td>30</td>
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</tr>
<tr>
<td>79</td>
<td>6&quot;</td>
<td>Sewer Line Point Repair - D.I. Cl 52 w/Protecto 401 lining &lt;20' 0'-6'</td>
<td>If</td>
<td>30</td>
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<tr>
<td>80</td>
<td>8&quot;</td>
<td>Sewer Line Point Repair - D.I. Cl 52 w/Protecto 401 lining &lt;20' 0'-6'</td>
<td>If</td>
<td>30</td>
<td></td>
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<tr>
<td>81</td>
<td></td>
<td>Select Material (Granular Fill)</td>
<td>cy</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>82</td>
<td></td>
<td>Pipe Bedding (VDOT #57 Stone)</td>
<td>ton</td>
<td>250</td>
<td></td>
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<tr>
<td>83</td>
<td></td>
<td>Asphalt Patch Type II</td>
<td>sy</td>
<td>100</td>
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<td>84</td>
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<td>Asphalt Patch Type III</td>
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<tr>
<td>85</td>
<td></td>
<td>Concrete Patch</td>
<td>cy</td>
<td>5</td>
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<tr>
<td>86</td>
<td></td>
<td>Saw cut, Remove and Dispose of Asphalt Pavement</td>
<td>sy in</td>
<td>1200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>87</td>
<td></td>
<td>Saw cut, Remove and Dispose of Concrete Pavement</td>
<td>sy in</td>
<td>100</td>
<td></td>
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</tr>
<tr>
<td>88</td>
<td>2&quot; AsphalT Mill</td>
<td></td>
<td>SY</td>
<td>2400</td>
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<td></td>
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</tr>
<tr>
<td>89</td>
<td></td>
<td>Asphalt Pavement, SM-9.5A</td>
<td>ton</td>
<td>250</td>
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<td></td>
</tr>
<tr>
<td>90</td>
<td></td>
<td>Topsoil and Seed</td>
<td>acre</td>
<td>0.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>91</td>
<td></td>
<td>Inlet Protection</td>
<td>ea</td>
<td>10</td>
<td></td>
<td></td>
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<tr>
<td>92</td>
<td>6&quot;-12&quot;</td>
<td>CCTV Sanitary Sewer (Existing and New)</td>
<td>lf</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>93</td>
<td></td>
<td>CCTV Sanitary Laterals (4&quot;)</td>
<td>lf</td>
<td>250</td>
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# SCHEDULE A

<table>
<thead>
<tr>
<th>No.</th>
<th>Size</th>
<th>Item</th>
<th>Depth</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Item Price</th>
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<tr>
<td>94</td>
<td>6&quot;-12&quot;</td>
<td>Sewer Line Cleaning</td>
<td>lf</td>
<td></td>
<td>900</td>
<td></td>
<td></td>
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<tr>
<td>95</td>
<td></td>
<td>Locate/install under main or lateral (Material: PVC, D.I., C.I.)</td>
<td>ea</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96</td>
<td></td>
<td>Locate/install under service</td>
<td>ea</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>97</td>
<td></td>
<td>Dewatering (Manhole, lateral or point repair)</td>
<td>ea</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>98</td>
<td></td>
<td>Dewatering Trench (per 100 ft)</td>
<td>ea</td>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>99</td>
<td></td>
<td>Remove Curb &amp; Gutter (CG-6)</td>
<td>lf</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>Install Curb &amp; Gutter (CG-6)</td>
<td>lf</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>101</td>
<td>4'</td>
<td>Remove Concrete Sidewalk</td>
<td>lf</td>
<td>200</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>102</td>
<td>4'</td>
<td>Install Concrete Sidewalk, 4&quot; thick</td>
<td>lf</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>&gt; 4&quot;</td>
<td>Remove Concrete Sidewalk</td>
<td>lf</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>&gt;4'</td>
<td>Install Concrete Sidewalk, 4&quot; thick</td>
<td>lf</td>
<td>100</td>
<td></td>
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</tr>
<tr>
<td>105</td>
<td></td>
<td>Remove Concrete Apron/Drive, 7&quot; thick</td>
<td>sy</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td></td>
<td>Install Concrete Apron/Drive, 7&quot; thick</td>
<td>sy</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>107</td>
<td></td>
<td>Group 1 Channelizing Devices</td>
<td>ea/hr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>108</td>
<td></td>
<td>Group 2 Channelizing Devices</td>
<td>ea/hr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>109</td>
<td></td>
<td>Electronic Arrow Board</td>
<td>ea/hr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>110</td>
<td></td>
<td>Type III Barricade w/Type A Flashing Lights</td>
<td>ea/hr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>111</td>
<td></td>
<td>Truck Mounted Attenuator</td>
<td>ea/hr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>112</td>
<td></td>
<td>Construction Signs</td>
<td>ea/hr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>113</td>
<td></td>
<td>Repair/Replace Sprinkler System</td>
<td>ea</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>114</td>
<td></td>
<td>Portable Toilet</td>
<td>ea</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>115</td>
<td></td>
<td>Remove/Replace Storm Drain Pipe (Up to 24&quot;)</td>
<td>lf</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>116</td>
<td></td>
<td>Flagger Service</td>
<td>hr</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>117</td>
<td></td>
<td>Safety Fencing (Orange Plastic HI-VIS)</td>
<td>lf</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>118</td>
<td></td>
<td>Utility Test Pit</td>
<td>ea</td>
<td>5</td>
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</tbody>
</table>

**Total for Schedule A**

**Total for Schedule B**

**Total base Bid (Schedule A + B)**
<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Item Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>Superintendent with Pickup Truck and Small Tools</td>
<td>hr</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2B</td>
<td>Skilled laborer with Power Tools</td>
<td>hr</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3B</td>
<td>Skilled laborer with Power Tools</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4B</td>
<td>Unskilled laborer</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5B</td>
<td>Rubber Tired Loader with Operator, 1 to 2.5 cy Bucket</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6B</td>
<td>Rubber Tired Loader with Operator, &gt;2.5 cy Bucket</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7B</td>
<td>Backhoe with Operator</td>
<td>hr</td>
<td>10</td>
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<tr>
<td>8B</td>
<td>Lowboy Tractor with Trailer, 60,000 to 80,000 lb GVW</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9B</td>
<td>Mini Excavator with Operator</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10B</td>
<td>Excavator with Operator</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11B</td>
<td>Dump Truck with Operator</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12B</td>
<td>Tandem Dump Truck with Operator</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13B</td>
<td>20-Ton Utility Trailer</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14B</td>
<td>Sewer Vacuum/Cleaning Truck with Operator</td>
<td>hr</td>
<td>10</td>
<td></td>
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</tr>
<tr>
<td>15B</td>
<td>Light Tower with Self Contained Power Supply</td>
<td>hr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16B</td>
<td>Allaying Dust</td>
<td>hr</td>
<td>10</td>
<td></td>
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</tr>
<tr>
<td>17B</td>
<td>Extra Cost for Night Work (One (1)- 5 man crew, 8 Hours)</td>
<td>night</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total for Schedule B**

**Total Bid**

(Schedule A + B)
RESPONSE FORM FOR PROJECT ITB NO. 14-107/A

DEBARMENT CERTIFICATION

By its signature hereto, the undersigned certifies that the individual or Business entity represented in this Bid package currently is not debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county from submitting Bids on contracts for construction covered by this solicitation; nor is it an agent of any person or entity that currently is debarred.

____________________________________________
Name of Individual or Business Entity

____________________________________________
Signature of Official

____________________________________________
Printed Name of Official

____________________________________________
Title

____________________________________________
Date
RESPONSE FORM FOR PROJECT ITB NO. 14-107/A

NOTICE OF ESCROW OPTION
FOR RETAINED FUNDS

If this is a Bid for construction as defined in Virginia Code Section 2.2-4334 in the amount of Two Hundred Thousand and 00/100 Dollars ($200,000.00) or more, I/we elect to utilize the escrow account procedure described in the provisions of this proposal if determined to be the successful low Bidder(s) _________ (write “yes” or “no”). Date: __________________

Any Subcontract for such public Project which provides for similar progress payments shall be subject to the provisions of this section.

OPTIONAL PROVISIONS FOR RETAINED FUNDS ON CERTAIN CONSTRUCTION CONTRACTS

- At the time the Contractor submits a Bid Response, the Contractor shall have the option to use the escrow account procedure for utilization of retained funds by so indicating in the space provided in the response documents. In the event the Contractor elects to use the escrow account procedure, the “Escrow Agreement” form included in the Bid package shall be executed and submitted to the City of Hampton, Virginia within fifteen (15) Calendar Days after notification of Award of the Bid. If the “Escrow Agreement” form is not submitted as noted hereinafter, the Contractor shall forfeit such rights to the use of the escrow account procedure. In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent, and the Surety shall execute the “Escrow Agreement” form and submit the same to the City of Hampton, Virginia for approval. The Contractor’s escrow agent shall be a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia. The “Escrow Agreement” form shall contain the complete address of the escrow agent and Surety, and the executed “Escrow Agreement” will be authority for the City of Hampton, Virginia to make payment of retained funds to the escrow agent. After approving the agreement, the City of Hampton, Virginia will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent. In accordance with the stipulations contained in the “Escrow Agreement,” the escrow agent may invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

- Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the City. When the final estimate is released for Voucher, the City will direct the escrow agent to settle the escrow account by paying the Contractor or the monies due them as determined by the City. The City reserves the right to recall retained funds and to release the same to the Surety upon receipt of a written request from the Contractor or in the event of default.

- This option shall be applicable only to Contractors with Contracts for Two Hundred Thousand and 00/100 Dollars ($200,000.00), or more, for the construction of Highways, Roads, Streets, Bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage Structures, and the installation of water, gas, sewer lines, and pumping stations.

- This option shall not apply to Contracts for construction for railroads, public transit systems, runways, dams, foundations, or the installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer’s meter or the installation or
maintenance of telephone, telegraph, or signal systems for public Utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.
RESPONSE FORM FOR PROJECT ITB NO. 14-107/A

- Should the “Escrow Agreement” include payment of interest on retained funds, the Contractor, exclusive of reasonable circumstances beyond the control of the Contractor stated in the Contract, shall pay the specified penalty for each Day exceeding the Completion Date stated in the Contract.

- Any Subcontract for such public Project which provides for similar progress payments shall be subject to the provisions of this section.

It is the goal of the City to track participation of Small Businesses (SBE), Minority Businesses (MBE), and Woman-owned Businesses (WBE). You are requested to voluntarily report the total dollars which will be subcontracted to each of the business classifications pertaining to this Contract. List the dollar figures separately for each general classification.

If you do not plan to Subcontract, place zeroes in the appropriate spaces.

Total SBE Dollars to be Subcontracted: $__________________
Total MBE Dollars to be Subcontracted: $__________________
Total WBE Dollars to be Subcontracted: $__________________
Total Non-Minority Dollars to be Subcontracted: $__________________

This information will enable the City to determine the total amount of business the City does with small, minority, and woman-owned Businesses. Your cooperation enables the City to better understand and evaluate the City’s performance in this important segment of the market.
RESPONSE FORM FOR PROJECT ITB NO. 14-107/A

CITY OF HAMPTON

SUBCONTRACTOR/SUPPLIER UTILIZATION FORM
POTENTIAL MINORITY AND WOMAN-OWNED BUSINESS
PARTICIPATION – FORM 1

Project No. _____________________________ Date Submitted: ______________________

Bid Goal % _____________ Total Contract Value _________________

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Certification No.</th>
<th>Type (M/W)</th>
<th>Percent Bid</th>
<th>Dollar Value</th>
<th>Type of Work</th>
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<tbody>
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</table>

I/We propose that the certified DMBE Businesses will be used on this Contract as stated herein and assure that, during the life of the Contract, I/We will meet the goal established by the City of Hampton.

Bidder ________________________________
Signature ____________________________
Title _________________________________
Date ________________________________
RESPONSE FORM FOR PROJECT ITB NO. 14-107/A

CITY OF HAMPTON

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL) – FORM 2

Project No. _________________________ Date _________________________

The Bidder certifies that this form accurately represents its solicitation and utilization or non-utilization as indicated of the DMBE certified minority and woman-owned Businesses listed below for performance of Work on this Project. The Bidder further certifies that it has had direct contact (email, fax, telephone) with the named Firms regarding performing Work on this Project.

Bidder _________________________ Signature _________________________

<table>
<thead>
<tr>
<th>Vendor No.</th>
<th>Name of Firm</th>
<th>Telephone No.</th>
<th>SWAM (Yes/No)</th>
<th>Utilized (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
RESPONSE FORM FOR ITB NO. 14-107/A

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL BIDDER’S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL BIDDER’S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER THAT THE SUCCESSFUL BIDDER MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUCCESSFUL BIDDER OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, “DRUG-FREE WORKPLACE” MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL BIDDER IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES AS FOLLOWS:

   a. THE BIDDER, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL BIDDER. THE SUCCESSFUL BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

   b. THE SUCCESSFUL BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER, SHALL STATE THAT SUCH SUCCESSFUL BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.

   c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

2. THE SUCCESSFUL BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of BIDDER: _____________________________

Date: ____________ Authorized Signature________________________

Printed Name:_________________________ Title:________________________

Phone Number:________________________ Fax Number:________________________
Email Address: ____________________________________________

Identification Number/Social Security Number: __________________________

Is Bidder a “minority” Business?  □ Yes □ No  If yes, please indicate the “minority” classification below:
□ African American   □ Hispanic American   □ American Indian   □ Eskimo   □ Asian American   □ Aleut   □ Other; Please Explain:

Is Bidder Woman Owned?  □ Yes □ No

Is Bidder a Small Business?  □ Yes □ No

Is Bidder a Faith-Based Organization?  □ Yes □ No
RESPONSE FORM FOR ITB NO. 107/A

ADDENDA ACKNOWLEDGEMENT

The undersigned initials, Bidder acknowledges receipt of the following addenda (if applicable).

No. 1 ____________  No. 2 ____________  No. 3 ____________
No. 4 ____________  No. 5 ____________  No. 6 ____________
RESPONSE FORM FOR PROJECT ITB NO. 14-107/A

NOTICE TO COMMENCE WORK

The undersigned agrees that, if awarded a Contract, Bidder will commence Work as specified by the owner from the date of the Notice to Proceed and that Bidder will complete all Work, as specified (to include codes inspection and City acceptance) and as requested by the Owner, acknowledging the City’s right to assess Liquidated Damages. As an annual need, as-needed contract, Liquidated Damages will be assessed if the contractor does not meet the established schedule indicated in the Work Order. Please see the Schedule of Liquidated Damages on Page 67.

(For individual trading in his individual name) ____________________________ Date: __________

(Print Individual’s Name)

________________________________________

(Signature)

(For use by an individual trading under trade name) ____________________________ Date: __________

(Print Individual’s Name)

________________________________________

(Signature)

Trading as: ____________________________

(Print Trade Name)

________________________________________

(Signature)

(For use by partnership) ____________________________ Date: __________

(Print Partnership’s Name)

________________________________________

(Partner’s Signature)

(For use by Corporation) ____________________________ Date: __________

(Corporate Name Printed)

________________________________________

(Corporate Officer Signature)

________________________________________

(Name Printed)

________________________________________

(Official Title)

Attest: ____________________________

Corporate Secretary