



INVITATION FOR BID (No. 16-12)

PROJECT: **Clontz Park Boat Ramp**
LOCATION: **Clontz Park Road, Smithfield, VA (off of North Church Road, just north of the Pagan River on the right)**
DATE: **September 9, 2016**

The **Town of Smithfield** will receive sealed bids for the above titled project at the office of the **Dept. of Planning, Engineering, and Public Works** located at **310 Institute Street, Smithfield, Virginia 23430** until **3:00 P.M.** local time on **Thursday, October 6, 2016**, at which time the bids will be publicly opened and read aloud. Any bids received after the specified time and date will not be considered.

The project is generally described as a new gravel parking, concrete boat ramp, floating boat dock and other amenities to be installed at the existing Clontz Park.

A bid package including detailed specifications may be obtained from the Program Manager (contact information below) or by visiting the town website at www.smithfieldva.gov or eVA.virginia.gov. **A non-mandatory pre-bid conference/site visit will be held on Thursday, September 22, 2016 at 10:00 A.M. at the Clontz Park project site (Clontz Park Road, Smithfield, Virginia).** All bidders are encouraged to attend.

Questions concerning this Invitation for Bid shall be addressed to Jamie Weist, Project Manager Kimley-Horn and Associates, Inc at (757) 320-5636, or by email to jamie.weist@kimley-horn.com.

Bids must be submitted on the designated Bid Form, completed in ink or typed and signed by an authorized representative. Envelopes containing bids shall be in a sealed envelope marked **“Clontz Park Boat Ramp IFB #16-12”** and a valid **Virginia Contractor’s License Number must be printed clearly on the sealed envelope**. Failure to comply with all instructions may result in the bid being deemed non-responsive.

Withdrawal of bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The Owner reserves the right to waive minor non-substantive errors in the bid, to reject any/or all bids, to award any bid in whole or in part and award the bid considered to be in the best interest of the Owner. The Owner also reserves the right to negotiate with the lowest responsive, responsible Bidder should bid exceed available funds.

The Town of Smithfield does not discriminate in the solicitation or awarding of contract on the basis of race, religion, faith-based organizations, color, national origin, age, disability, or any other basis prohibited by State or Federal law.

REGIONAL CONSTRUCTION STANDARDS

Sixth Edition

TABLE OF CONTENTS

| | <u>Page</u> |
|---|------------------|
| <i>PREFACE</i> | |
| The Regional Construction Standards | i |
| Administrative Structure | ii-iii |
| Want to Get Involved? | iii |
| Acknowledgements | iv |
| Important Notices | v |
| Use of Professional Engineer's Seal | v |
| | |
| <i>DIVISION 1 – GENERAL PROVISIONS</i> | |
| | |
| <u>Section 101 – Definitions of Terms</u> | |
| I General Definitions | 101-1 to 101- 4 |
| | |
| <u>Section 102 – Bidding Requirements and Conditions</u> | |
| I Invitation for Bids | 102-1 to 102-3 |
| II Instructions to Bidders | 102-4 to 102-12 |
| III Bid Form | 102-13 to 102-18 |
| IV Bid Bond | 102-19 |
| V Questionnaire | 102-20 to 102-24 |
| VI Certification Regarding Debarment | 102-25 |
| VII Certification of Compliance with Immigration Laws and Regulations | 102-26 to 102-27 |
| VIII Safety Certification Form | 102-28 |
| | |
| <u>Section 103 – Award and Execution of Agreement</u> | |
| I Award and Execution of Agreement | 103-1 to 103-4 |
| II Notice of Award | 103-5 |
| III Agreement | 103-6 to 103-10 |
| IV Performance Bond | 103-11 to 103-12 |
| V Payment Bond | 103-13 to 103-14 |
| VI Notice to Proceed | 103-15 |
| VII Notice of Intent to Award | 103-16 |
| VIII Escrow Agreement | 103-17 to 103-19 |
| | |
| <u>Section 104 – Scope of Work</u> | |
| I Intent of Agreement | 104-1 |
| II Amending and Supplementing Contract Documents | 104-1 |
| III Explorations and Reports | 104-1 |

| | | |
|-----|------------------------------------|----------------|
| IV | Underground Facilities | 104-1 to 104-2 |
| V | Subsurface Conditions | 104-2 to 104-3 |
| VI | Site Security | 104-3 |
| VII | Clean-up, Disposal and Restoration | 104-3 to 104-4 |

Section 105 – Control of Work

| | | |
|-------|---|------------------|
| I | Reuse of Contract Documents | 105-1 |
| II | Copies of Contract Documents | 105-1 |
| III | Contract Documents | 105-1 |
| IV | Shop Drawings and Submittals | 105-1 to 105-5 |
| V | Record Drawings | 105-5 to 105-8 |
| VI | Access to Project | 105-8 |
| VII | Surveys and Reference Points | 105-8 to 105-9 |
| VIII | Working Hours | 105-9 |
| IX | Project Coordination | 105-10 to 105-11 |
| X | Supervision | 105-11 to 105-12 |
| XI | Uncovering Work | 105-12 |
| XII | Removal of Unacceptable Work | 105-12 |
| XIII | Substantial Completion | 105-13 |
| XIV | Use of Completed Portions | 105-13 |
| XV | Final Inspection | 105-13 |
| XVI | Claims | 105-13 to 105-15 |
| XVII | Engineer’s Status | 105-15 to 105-16 |
| XVIII | Documentation of Preconstruction Conditions | 105-16 |
| XIX | Notice to Comply Order | 105-16 |
| XX | Stop Work Order | 105-16 |

Section 106 – Control of Material

| | | |
|-----|--------------------------------|----------------|
| I | Tests and Inspections | 106-1 |
| II | Labor, Materials and Equipment | 106-1 to 106-2 |
| III | Work by Owner | 106-2 |

Section 107 – Legal Relations and Responsibility to the Public

| | | |
|------|---|----------------|
| I | Permits and Regulations | 107-1 |
| II | Land, Easements, and Rights-of-Way | 107-1 to 107-2 |
| III | Protection of Work, Property & Persons | 107-2 to 107-4 |
| IV | Environmental Stipulations | 107-5 to 107-8 |
| V | Temporary Facilities | 107-8 |
| VI | Emergencies | 107-8 |
| VII | Warranty and Guarantee | 107-8 to 107-9 |
| VIII | Opening Sections of Projects to Traffic | 107-9 |
| IX | No Waiver of Legal Rights | 107-10 |

Section 108 – Prosecution and Progress of Work

| | | |
|------|--------------------------------------|----------------|
| I | Patent Fees and Royalties | 108-1 |
| II | Taxes | 108-1 |
| III | Notice to Proceed | 108-1 |
| IV | Pre-Construction Conference | 108-1 |
| V | Construction Progress Schedule | 108-1 to 108-2 |
| VI | Subcontracts | 108-2 |
| VII | Commencement and Prosecution of Work | 108-3 to 108-4 |
| VIII | Suspension of Work | 108-4 |
| IX | Termination of Agreement | 108-4 to 108-7 |
| X | Liquidated Damages | 108-7 to 108-8 |
| XI | Separate Contracts by Owner | 108-8 to 108-9 |
| XII | Indemnification | 108-9 |

Section 109 – Measurement and Payment

| | | |
|------|--|------------------|
| I | Measurement and Payment Procedures | 109-1 to 109-8 |
| II | Change Orders and Field Orders | 109-8 to 109-9 |
| III | Change Order Form | 109-10 |
| IV | Application for Payment | 109-11 |
| VI | Affidavit of Payment of Claims | 109-12 |
| VII | Certificate of Substantial Completion | 109-13 |
| VIII | Statement of Surety Company | 109-14 |
| IX | Contractor’s Release | 109-15 |
| X | Manhole/Structure Protective Coating Post Installation Certification | 109-16 to 109-17 |
| XI | Standard Bid Items and Units | 109-18 to 109-25 |

Section 110 – Special Provisions *(added by Locality)*

| | | |
|----|---|-------|
| I | Construction Drawings | 110-1 |
| II | HRPDC Construction Standards | 110-1 |
| | Modifications to Regional Construction Standards | 110-2 |
| | Applicable Regional Construction Standards – Standard Details | 110-3 |

DIVISION 2 – PRODUCTS AND MATERIALS

Section

| | | |
|------|----------------------------|------------------|
| 200A | Division Table of Contents | 200A-1 to 200A-2 |
| 200 | Products and Materials | 200-1 to 200-74 |

DIVISION 3 – ROADWAY CONSTRUCTION

Section

| | | |
|------|----------------------------|------------------|
| 300A | Division Table of Contents | 300A-1 to 300A-3 |
| 301 | Clearing and Grubbing | 301-1 to 301-5 |



| | | |
|-----|---------------------------|-----------------|
| 302 | Drainage Structures | 302-1 to 302-9 |
| 303 | Earthwork | 303-1 to 303-19 |
| 305 | Subgrade and Shoulders | 305-1 to 305-2 |
| 309 | Aggregate Base Course | 309-1 to 309-3 |
| 310 | Tack and Prime Coat | 310-1 to 310-4 |
| 313 | Asphalt Surface Treatment | 313-1 to 313-4 |
| 315 | Asphalt Concrete Pavement | 315-1 to 315-14 |
| 317 | Pavement Patching | 317-1 to 317-3 |

DIVISION 4 – MISCELLANEOUS

Section

| | | |
|------|----------------------------|----------------|
| 400A | Division Table of Contents | 400A-1 |
| 406 | Reinforcing Steel | 406-1 to 406-2 |
| 414 | Riprap | 414-1 to 414-3 |

DIVISION 5 – INCIDENTAL CONSTRUCTION

Section

| | | |
|------|--|------------------|
| 500A | Division Table of Contents | 500A-1 to 500A-3 |
| 501 | Underdrains | 501-1 to 501-2 |
| 502 | Concrete Items | 502-1 to 502-13 |
| 505 | Guardrail and Steel Median Barriers | 505-1 to 505-3 |
| 507 | Fences | 507-1 to 507-2 |
| 510 | Relocating or Modifying Existing Miscellaneous Items | 510-1 to 510-3 |
| 511 | Allaying Dust | 511-1 to 511-2 |
| 512 | Maintaining Traffic | 512-1 to 512-6 |
| 513 | Mobilization/Demobilization | 513-1 to 513-1 |
| 515 | Planing or Milling Pavement | 515-1 to 515-4 |
| 521 | Pavers | 521-1 to 521-12 |
| 530 | Abandonment of Existing Pipelines and Structures | 530-1 to 530-6 |
| 531 | Contaminated Groundwater Management | 531-1 to 531-4 |

DIVISION 6 – LANDSCAPING

Section

| | | |
|------|--|------------------|
| 600A | Division Table of Contents | 600A-1 to 600A-2 |
| 602 | Topsoil | 602-1 to 602-2 |
| 603 | Seeding | 603-1 to 603-3 |
| 604 | Sodding | 604-1 to 604-2 |
| 605 | Planting | 605-1 to 605-5 |
| 606 | Rolled Erosion Control Products (RECP) | 606-1 to 606-2 |
| 608 | Mowing | 608-1 to 608-2 |

DIVISION 7 – TRAFFIC CONTROL DEVICES

Section

| | | |
|------|-------------------------------|----------------|
| 700A | Division Table of Contents | 700A-1 |
| 700 | Traffic Control Devices | 700-1 to 700-4 |
| 704 | Pavement Markings and Markers | 704-1 to 704-2 |

DIVISION 8 – WATER AND WASTEWATER UTILITIES

Section

| | | |
|------|--------------------------------------|------------------|
| 800A | Division Table of Contents | 800A-1 to 800A-7 |
| 801 | Water Distribution Systems | 801-1 to 801-25 |
| 802 | Sanitary Gravity Sewer Systems | 802-1 to 802-19 |
| 803 | Sanitary Force Main Systems | 803-1 to 803-18 |
| 804 | Boring and Jacking | 804-1 to 804-4 |
| 805 | Separation of Water Mains and Sewers | 805-1 to 805-2 |
| 806 | Horizontal Directional Drilling | 806-1 to 806-11 |

Sanitary Sewer Rehabilitation (Sections 810-822)

| | | |
|-----|---|-----------------|
| 810 | Sewer Line Cleaning | 810-1 to 810-8 |
| 811 | Television Inspection | 811-1 to 811-8 |
| 812 | Bypass Pumping | 812-1 to 812-5 |
| 813 | Pipe Rehabilitation by Cured-in-Place Method | 813-1 to 813-15 |
| 814 | Not Used | |
| 815 | Pipe Bursting | 815-1 to 815-9 |
| 816 | Sewer Pipe Joint Testing | 816-1 to 816-7 |
| 817 | Chemical Grouting | 817-1 to 817-10 |
| 818 | Point Repair by Excavation | 818-1 to 818-4 |
| 819 | Insitu Structural Point Repair | 819-1 to 819-3 |
| 820 | Insitu Point Repair by Sectional Lining | 820-1 to 820-3 |
| 821 | Sanitary Sewer Service Reconnections | 821-1 to 821-7 |
| 822 | Manhole Rehabilitation | 822-1 to 822-12 |
| 823 | Sliplining | 823-1 to 823-9 |
| 824 | Sewer Lateral Rehabilitation by Cured in Place Method | 824-1 to 824-9 |

STANDARD DETAILS

| | |
|------------------------------------|--------------|
| Standard Details Table of Contents | SD-1 to SD-3 |
|------------------------------------|--------------|

SECTION 101

DEFINITIONS OF TERMS

I. GENERAL DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- 1.1 *Addenda* - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bid Documents or the Contract Documents.
- 1.2 *Agreement* - The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 *Application for Payment* - The form provided in the Contract Documents which is to be used by the Contractor in requesting progress and final payments and which is to include such supporting documentation as is required by the Contract Documents.
- 1.4 *Bid* - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.5 *Bid Documents* - Documentation issued prior to the bid date, including documentation accompanying the Bid (Drawings, Project Specifications, HRPDC *Regional Construction Standards*, Addenda, and Special Provisions) and any Post-Bid documentation submitted prior to the Notice of Award.
- 1.6 *Bidder* - Any person, firm or corporation submitting a Bid for the Work.
- 1.7 *Bonds* - Performance and Payment Bonds furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.8 *Bid Security* - Bid Bonds and other instruments of surety, furnished by the Contractor or the Contractor's surety in accordance with the Contract Documents.
- 1.9 *Change Order* - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents that authorizes an adjustment in the Contract Price and/or Contract Time, issued on or after the Effective Date of the Agreement.
- 1.10 *Completion Date* - The date specified in the Notice to Proceed for final completion of the Work.
- 1.11 *Contaminated Effluent* - Effluent from construction dewatering activities that is impacted with contaminants of concern and require special handling in accordance with applicable federal, state and local regulations.
- 1.12 *Contaminated Groundwater* - Groundwater that is impacted with contaminants of concern and require special handling in accordance with applicable federal, state and local regulations.
- 1.13 *Contract Documents* - The Agreement, including the Bid Documents, Notice of Award, Notice to

Proceed, Field Orders, Change Orders, and Modifications.

- 1.14 *Contract Price* - The total monies payable to the Contractor under the terms and conditions of the Agreement.
- 1.15 *Contract Time* - The number of calendar days stated in the Agreement for the completion of the Work. Calendar days shall be understood to be consecutive.
- 1.16 *Contractor* - The person, firm or corporation with whom the Owner has executed the Agreement.
- 1.17 *Day* - A calendar day of twenty-four hours measured from midnight to the next midnight. Calendar days shall be understood to be consecutive.
- 1.18 *Defective* - An adjective, which when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's acceptance.
- 1.19 *Drawings* - The plans that show the character and scope of the Work to be performed.
- 1.20 *Effective Date of the Agreement* - The date indicated in the introductory paragraph of the Agreement.
- 1.21 *Engineer* - The person, firm or corporation named as such in the Agreement. In the event the Owner should not require the services of the Engineer, then the powers, duties, and responsibilities conferred in the Contract Documents to the Engineer shall be construed to be those of the Owner.
- 1.22 *Field Order* - A verbal or written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer or Owner to the Contractor during construction.
- 1.23 *Final Completion* - All work, including punch list items noted at the final inspection, is complete to the satisfaction of the Owner.
- 1.24 *Groundwater Effluent* - Groundwater that is pumped from the ground during construction.
- 1.25 *Laws and Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- 1.26 *Liens* - Liens, charges, security interests or encumbrances upon real or personal property.
- 1.27 *May* - The term "may" is permissive.
- 1.28 *Notice* - All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the Contract Documents. Any written notice by either party to the Agreement shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the Agreement, or to his, their, or its authorized agent, representative or officer, or when enclosed in a postage envelope addressed to such last known business address and deposited in a United States mailbox. Notice shall be deemed received within 3 business days of U.S. Mail Service postmark date.
- 1.29 *Notice to Proceed* - A written notice given by the Owner to the Contractor (with a copy to the Engineer, if appropriate) fixing the date on which the Contract Time will commence to run and on

which the Contractor shall start to perform its obligations under the Agreement.

- 1.30 *Owner* - The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.31 *Owner's Representative* - The person, firm or corporation named by the Owner to act as the Owner's agent.
- 1.32 *Partial Utilization* - Use by the Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.33 *Project* - The entire Work as described in the Contract Documents, including Work that is necessary and incidental to the furnishing of all materials, services, equipment, labor and supplies required to install, perform, and complete all items of Work in accordance with Contract Documents.
- 1.34 *Reference Standards* - Those bulletins, standards, rules, methods of analysis or tests, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time the Project was advertised, unless specifically referred to by edition, volume, or date.
- 1.35 *Regional Construction Standards* - The construction standards, published by the Hampton Roads Planning District Commission (HRPDC) as amended from time to time.
- 1.36 *Responsible Bidder* - A person or firm who, in the sole opinion of the Owner, has the capability in all respects, to fully perform the contractual requirements as well as the moral and business integrity and reliability to assure good faith performance.
- 1.37 *Responsive Bidder* - A person or firm who has submitted a bid that conforms in all material respects to the Bid Documents.
- 1.38 *Resident Project Representative* - The authorized representative of the Engineer or Owner who is assigned to the Project or any part thereof.
- 1.39 *Roadway Prism* - All of the land or area within the right of way that needs to be cut, filled, graded, or otherwise disturbed to produce the design cross section, including, but not limited to, areas for curbs, ditches, sidewalks, paths, and slopes to match existing grade.
- 1.40 *Rock* - Any indurated material with a minimum compressive strength of 200 psi that requires drilling, wedging, blasting, or other methods of brute force for excavation.
- 1.41 *Shall* - The term "shall" is mandatory.
- 1.42 *Shop Drawings* - All drawings, diagrams, illustrations, schedules, specified design related submittals, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.43 *Special Provisions* - Requirements in addition to or modification of the HRPDC *Regional Construction Standards*.
- 1.44 *Specifications* - Those portions of the Contract Documents or HRPDC *Regional Construction Standards* consisting of written technical descriptions of materials, equipment, construction systems,

- standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.45 *Standard Details* - Those portions of the HRPDC *Regional Construction Standards* consisting of drawings, explanatory of another drawing, indicating in detail and at a larger scale, the design, location, composition and correlation of elements and materials.
- 1.46 *Subcontractor* - A person, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.47 *Substantial Completion* - That date certified by the Owner when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, including completion of all tests, so that the Project or specified part can be utilized for the purpose for which it is intended.
- 1.48 *Successful Bidder* - The lowest, responsible and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award.
- 1.49 *Supplier* - Any person or organization that supplies materials or equipment for the Work, including that fabricated to a special design.
- 1.50 *Underground Facilities* - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 1.51 *Work* - All labor, materials, equipment, transportation, supervision, or other facilities, duties or incidentals necessary for execution and completion of the Project in compliance with the Contract Documents.

End of Section

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

I. INVITATION FOR BIDS

INVITATION FOR BID (No. 16-12)

PROJECT: **Clontz Park Boat Ramp**
LOCATION: **Clontz Park Road, Smithfield, VA (off of North Church Road, just north of the Pagan River on the right)**
DATE: **September 9, 2016**

The **Town of Smithfield** will receive sealed bids for the above titled project at the office of the **Dept. of Planning, Engineering, and Public Works** located at **310 Institute Street, Smithfield, Virginia 23430** until **3:00 P.M.** local time on **Thursday, October 6, 2016**, at which time the bids will be publicly opened and read aloud. Any bids received after the specified time and date will not be considered.

The project is generally described as a new gravel parking, concrete boat ramp, floating boat dock and other amenities to be installed at the existing Clontz Park.

A bid package including detailed specifications may be obtained from the Program Manager (contact information below) or by visiting the town website at www.smithfieldva.gov or eVA.virginia.gov. **A non-mandatory pre-bid conference/site visit will be held on Thursday, September 22, 2016 at 10:00 A.M. at the Clontz Park project site (Clontz Park Road in Smithfield, Virginia).** All bidders are encouraged to attend.

Questions concerning this Invitation for Bid shall be addressed to Jamie Weist, Project Manager Kimley-Horn and Associates, Inc at (757) 320-5636, or by email to jamie.weist@kimley-horn.com.

Bids must be submitted on the designated Bid Form, completed in ink or typed and signed by an authorized representative. Envelopes containing bids shall be in a sealed envelope marked **“Clontz Park Boat Ramp IFB #16-12”** and a valid Virginia Contractor’s License Number must be **printed clearly on the sealed envelope**. Failure to comply with all instructions may result in the bid being deemed non-responsive.

Withdrawal of bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The Owner reserves the right to waive minor non-substantive errors in the bid, to reject any/or all bids, to award any bid in whole or in part and award the bid considered to be in the best interest of the Owner. The Owner also reserves the right to negotiate with the lowest responsive, responsible Bidder should bid exceed available funds.

The Town of Smithfield does not discriminate in the solicitation or awarding of contract on the basis of race, religion, faith-based organizations, color, national origin, age, disability, or any other basis prohibited by State or Federal law.

II. INSTRUCTIONS TO BIDDERS

1. Bid Documents

- 1.1 Complete sets of Bid Documents shall be used in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 1.2 The Owner, in making copies of the Bid Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer or license or grant permission for any other use.

The Special Provisions for this Project as set forth in Section 110 were prepared by Kimley Horn Engineers and are dated August 26, 2016. Additional Special Provisions for this Project appear as modifications to the HRPDC *Regional Construction Standards* by strike-throughs for deletions and bold type for additions in Sections 100 through 109.

The Hampton Roads Planning District Commission's *Regional Construction Standards, Sixth Edition*, December 2010, are hereby referenced and are part of the Bid Documents, except as may be modified by the Special Provisions of this Project or as may be shown by bold type for additions and strike-throughs for deletions. Copies of the *Regional Construction Standards* may be purchased at the offices of the HRPDC, 723 Woodlake Drive, Chesapeake, VA 23320 (Telephone 757-420-8300) or Executive Tower, Suite 1-C, 2101 Executive Drive, Hampton, VA 23666 (Telephone 757-262-0094). The latest edition of the *Regional Construction Standards* and Publication Updates may be downloaded at the HRPDC website http://www.hrpdcva.gov/Regional_Construction_Stnds/REGCONST_Home.asp.

Bidders must be aware that these Bid Documents incorporate a number of changes, which supplement, modify, or replace language and/or Standard Details found in the HRPDC *Regional Construction Standards*. Details shown on the Drawings replace corresponding Standard Details found in the *Regional Construction Standards*. Also, see Section 110 for additional references to Special Technical Provisions incorporated into this Project.

Bid Security in the amount of Five percent (5%) of the Bid shall be submitted with each Bid.

- 1.3 The Drawings for this Project, prepared by Kimley Horn and Associates, Inc. and dated August 26, 2016 are defined as follows:

Clontz Park Boat Ramp, Site Plans for Town of Smithfield, dated August 17, 2016 along with associated Specifications, Form of Proposal and Geotechnical Report.

2. Examination of Contract Documents and Project Site

- 2.1 It is the responsibility of each Bidder before submitting a Bid:
 - A. To examine thoroughly the Bid Documents;
 - B. To become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

- C. To study and carefully correlate the Bidder's knowledge and observations with the Bid Documents and such other related data; and,
 - D. To promptly notify the Owner of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or field/site conditions.
- 2.2 Reference is made to Sections 104 III and 104 IV, for information relating to reports, explorations, underground facilities, and easements. On request, at the discretion of the Owner, the Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. The Bidder shall fill all holes and clean up and restore the site to its former condition, including reseeding and/or resodding any disturbed areas upon completion of such explorations, investigations, tests and studies, and hold the Owner harmless from any damage to property or injury to persons resulting from or arising out of such exploration, investigation, tests, and studies. The Bidder shall obtain and comply with all local and state permitting requirements.

3. Interpretations and Addenda

- 3.1 No oral explanation in regard to the meaning of the Contract Documents will be made, and no oral instructions will be given before the award of the Work. Discrepancies, omissions or doubts as to the meaning of the Contract Documents shall be communicated in writing to the Owner for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their Bids. Any interpretation made will be in the form of an addendum to the Contract Documents, which will be forwarded to all known Bidders, and its receipt shall be acknowledged on the Bid form. **All questions must be received no later than 7 days prior to the date for opening of Bids.**
- 3.2 Addenda may also be issued to modify the Contract Documents.
- 3.3 Subsurface Exploration – Subsurface boring data entitled Joseph W. Luter Jr., Sports Complex, Report of Subsurface Exploration and Geotechnical Services by GET Solutions is included in the Appendix. The Bidder shall be responsible for conducting any further subsurface investigations that he deems necessary.

Geotechnical exploration and analysis information included, in whole or in part, in these Bid Documents gives the physical data on subsurface conditions as obtained for the Owner only, and in no event is this information to be considered as part of the Contract. It is expressly understood that neither the Owner nor the Engineer will be responsible for any interpretation or conclusions drawn therefrom by the Contractor.

Bidders are cautioned that the subsurface boring data was used for general design purposes only and may be inadequate for the purposes of bidding the Contract items. It is strongly recommended that the Contractor perform his own subsurface investigation(s) to the extent necessary to satisfy himself as to the subsurface conditions.

4. Bid Security

- 4.1 Each bid shall be accompanied by a Bidder's bond issued by a company authorized and licensed to transact business as surety in the Commonwealth of Virginia, a certified check, or cash escrow, in an amount equal to not less than five (5) percent of the total amount of the bid, made payable to the Town of Smithfield, Virginia. Upon approval of the Owner's attorney, in accordance with Section

2.2-4338, Code of Virginia, 1950, as amended, a Bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds for the amount required for the Bid Security. The Bid Security shall be accompanied by a certified copy of the power of attorney for the surety attorney-in-fact. Said bid security shall be left with the Owner, subject to the conditions specified herein, as a guarantee of good faith on the part of the Bidder that if the bid is accepted, the Bidder shall execute the contract. If a certified check is offered as guarantee, it shall be made payable to The Town of Smithfield.

- 4.2 The Bid Security shall be returned to all except the three (3) lowest Bidders within ten (10) days after the date of Bid opening. The Bid Security will be returned to the three (3) lowest Bidders within five (5) days after the execution of an Agreement and Performance and Payment Bonds and Certificates of Insurance have been approved by the Owner. None of the three (3) lowest Bids shall be deemed rejected, notwithstanding acceptance of one of the Bids, until the Agreement has been executed by both the Owner and the Successful Bidder.

5. Liquidated Damages

Should the Contractor fail to Substantially Complete the work on or before the 300 day construction phase established for Substantial Completion Date, the Contractor shall pay the Owner the sum of **\$250.00 for each consecutive calendar day** that the terms of the Contract remain unfulfilled.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the Contract. Liquidated damages will be calculated and assessed based on provisions defined in the General Conditions and the date upon which the Architect/Engineer and Owner certify that all items on the Substantial Completion "Punch List" are complete. The sums mentioned above shall represent the actual measure of liquidated damages which the Owner will sustain per diem by failure of the undersigned to complete the Work at the times stipulated. The sum is in no way to be considered a penalty.

6. Quantities and Unit Prices

- 6.1 The Owner reserves the right to increase or decrease the amount of any class or portion of the Work. No such change in the Work shall be considered as a waiver of any condition of the Agreement nor shall such change invalidate any of the provisions thereof. Payment will be made at the unit or lump sum prices under the Agreement only for the Work actually performed or materials furnished and accepted.
- 6.2 Bidders shall include in their Bid prices the entire cost of each item set forth in the Bid, and it is understood and agreed that there is included in each lump sum or unit price bid item the entire cost necessary or incidental to the completion of that portion of the Work, unless such incidental Work is expressly included in other lump sum or unit price bid items.

7. General Equipment or Material Specification.

When the Bid Documents specify one or more manufacturer's brand names or makes of materials, devices or equipment as indicating a quality, style, appearance or performance, with the statement "or equal," the Bidder shall base the Bid on either one of the specified brands or an alternate brand which the Bidder intends to substitute. Use of an alternate shall not be permitted unless it has been found to be equal or better by the Owner and at no additional cost to the Owner. The Owner will not prequalify any substitute materials or equipment submitted by the Bidders. Only substitute items

submitted by the successful Bidder after the date of the Contract Award will be considered by the Owner or his representative.

- 7.1 The burden of proof as to the comparative quality and suitability of alternative equipment, articles or materials shall be upon the Bidder. The Bidder shall furnish at its own expense, such information relating thereto as may be required by the Owner. The Owner shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles or materials and the Owner's decisions shall be final. Any other brand, make or material, device or equipment which, in the opinion of the Owner is recognized to be the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be accepted. In the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Engineer or Owner. Samples, if requested by the Bidder, may be returned at the Bidder's expense.
- 7.2 If in the sole discretion of the Owner an item proposed by the Contractor does not qualify as an "or-equal" item it may be considered as a proposed substitute item. The Contractor shall furnish the Owner any such information as the Owner may request to evaluate the substitute item to include estimates of costs or credits, redesign, claims or schedule impacts, warranty or maintenance issues or payment of any license or royalty that could directly or indirectly result from acceptance of the substitute. Any cost or time impacts to the project schedule caused by the Contractor's submission of a substitute shall be borne by the Contractor. Any costs incurred by the Owner or by the Owner's Engineer in reviewing the suitability of the substitute item shall be borne by the Contractor. The Owner may refuse to accept a substitute unless an acceptable adjustment in the Contract Price is offered by the contractor.

8. Proprietary Material and Equipment Specification.

Where any item of equipment or material is specified by proprietary name, trade name, catalog reference, or name of one or more manufacturers, without the addition of such expressions as "or equal," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of the Specifications. This specific equipment shall form the basis of the Bid and be furnished under the Agreement. Where two or more items of equipment or material are named, the Contractor has the option to use either.

9. Additive/Alternate Bids

9.1 Additive Bids

Additive bid items are those in addition to the base Bid items, unless otherwise noted on the Bid Form. Bidders shall submit additive Bids on all items as shown on the Bid form. Award shall be based on the lowest responsive and responsible Bid for base Bid plus all additive bid items listed and in accordance with any criteria in the Special Provisions.

9.2 Alternate Bids

Alternate bid items are those where more than one type of improvement may be considered for a portion or all of the Work due to the character of the improvement and uncertainties which may be encountered during construction. If alternate Bids are requested for a portion of or all of the Work, Bidders shall submit alternate Bids for all alternate(s) the Bidder or its Subcontractor is qualified to perform. Award shall be based on the lowest responsive and responsible Bid for the base Bid plus the

amount added or deleted for the alternate bid items selected by the Owner and in accordance with any criteria in the Special Provisions. The alternates selected shall be at the sole discretion and in the best interests of the Owner.

10. Submission of Bids

10.1 Bids shall be submitted at the time and place indicated in the Invitation for Bids and shall be sealed, marked with the Project title and name and address of the Bidder, and accompanied by the bid guarantee and other required documents. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the Bid form will be considered in determining the final Bid amount.

It will be the responsibility of Bidder to see that its Bid is submitted to the Owner by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

10.2 All blanks on the Bid form shall be completed in ink.

10.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

10.4 Bids by unincorporated organizations shall be executed in the organization's name and signed by an individual having authority to enter into a contract on behalf of such organization, whose title shall appear under the signature and the official address of the organization shall be shown below the signature. For example, if such organization is a Limited Liability Company, the Bid shall be signed by a member or by its manager, as authorized in its operating agreement; in the case of a manager-led Limited Liability Company, the Bid shall be signed by its manager; or if such organization is a Limited Partnership, the Bid shall be signed by a general partner.

10.4.1 All names shall be typed or printed in ink below the signature. All names shall be the legal name of the corporation, unincorporated organization and/or individual.

10.4.2 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid form).

10.4.3 The address, telephone number, e-mail address and fax number for communications regarding the Bid shall be provided.

10.4.4 It is understood and agreed that, in the event an Agreement is executed for the supplies, equipment or services included in the Bid, no indication of such sales or services to the Owner shall be used in any

10.4.5 When a license is required, the Bidder shall include in its Bid over the Bidder's signature the following notation: "VIRGINIA LICENSED CONTRACTOR NO. _____" (Ref. Title 2.2, Chapter 43, and Title 54.1, Chapter 11, Code of Virginia).

10.4.6 When a license is not so required and a person who is not the holder of a License enters a Bid, such person shall include in its Bid over the Bidder's signature the following notation: "LICENSING NOT REQUIRED UNDER VIRGINIA STATE CODE."

10.5 The Bidder shall complete and submit the Debarment Certification form. A copy of the form is included in Section 102, VI at the end of this Section.

10.6 The Bidder shall complete and submit the Certificate of Compliance with Immigration Laws and Regulations form. A copy of the form is included in Section 102, VII in this section.

10.7 The Bidder shall complete and submit the Non Collusion Affidavit form. A copy of the form is included in Section 102, III.K in this section

11. Receipt and Opening of Bids

11.1 Bids will be opened publicly at the time and place and under the conditions stated in the Invitation for Bids. The Owner's Representative whose duty it is to open Bids will decide when the specified time has arrived. The official time and date used in the receipt of the Bids is that time and date stamped by the Owner when the Bid is submitted. Date/time stamps marked after the designated time and date of receipt will not be considered. No responsibility will be attached to any such person for the premature opening of a Bid not properly addressed and identified. It is the responsibility of the Bidder to assure that the Bid is delivered to the designated place of receipt prior to the time set for the receipt of Bids.

11.2 Bids will be opened and read aloud publicly.

12. Bids to Remain Subject to Acceptance

12.1 All Bids shall remain subject to acceptance for 90 Days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date, or extend the acceptance period an additional 90 days with the consent of the apparent low Bidder and surety.

13. Withdrawal of Bids

13.1 Withdrawal of Bids filed with the Owner may be made only by a representative of the firm submitting the Bid, who shall appear in person prior to the deadline designated in the advertisement for receipt of Bids. Such representative shall furnish satisfactory identification and proof that they are authorized to withdraw the Bid. Telephone, e-mail, or facsimile notices will not be considered. Additions and/or deletions marked on the outside of the Bid envelope will not be considered.

13.2 In accordance with Section 2.2-4330(A)(i) of the Code of Virginia, as amended, if the Bid price was substantially lower than the other Bids solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn and provided further the Bidder shall give notice in writing of his claim of right to withdraw within two (2) business days after the Bid opening, then the Bid may be withdrawn. The Bidder shall, within the following two (2) business days provide the subjective data required in this section to satisfy the Owner's representative that the grounds for such withdrawal do exist.

13.3 Should the Bidder refuse to enter into the Agreement after notification of award, the Bid Security shall be forfeited.

13.4 No Bid may be withdrawn under this section when the result would be the awarding of the Agreement on another Bid to the same Bidder or to another Bidder in which the ownership of the withdrawing Bidder is more than five percent.

- 13.5 If a Bid is withdrawn under the authority of this section, the remaining Bids shall be evaluated to determine the lowest responsive and responsible Bidder.
- 13.6 No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted.
- 13.7 If withdrawal of any Bid is denied, the Bidder shall be notified in writing stating the reasons for this decision. Any Bidder who desires to appeal a decision denying withdrawal of Bid shall, as sole remedy, institute legal action provided by Section 2.2-4358 and Section 2.2-4364(B), Code of Virginia, 1950, as amended.

14. Evaluation of Bids

- 14.1 In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, unit and lump sum prices, and additive/alternate bid items if requested in the Bid form.
- 14.2 The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work for which the identity of Subcontractors and other persons and organizations shall be submitted as specified in the Bid Documents.
- 14.3 The Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Bid Documents to the Owner's satisfaction within the prescribed time.
- 14.4 Bids will be based upon the estimated quantities shown in the Bid form. Bids will be compared on the basis of a total computed price; arrived at by taking the sum of the estimated quantities of each Bid Item, multiplied by the corresponding unit price bid, and any lump sum Bids on the individual items. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words. The right to reject any or all Bids or to accept any Bid considered of advantage to the Owner is reserved.
- 14.5 Unless all Bids are canceled or rejected, the Owner reserves the right granted by Section 2.2-4318 of the Code of Virginia as amended, to negotiate with the lowest responsible, responsive Bidder to obtain a Contract Price within the funds budgeted for the construction project. Negotiations with the lowest Bidder may include both modification of the Contract Price and the Scope of Work/Specifications to be performed. The Owner shall initiate such negotiations by Written Notice to the lowest responsible, responsive Bidder that its Bid exceeds the available funds and that the Owner wishes to negotiate a lower Contract Price. The Owner and the lowest responsive, responsible Bidder shall agree to the times, places, and manner of negotiations.
- 14.6 The acceptance of a Bid will be a notice in writing, signed by the Owner, and no other act shall constitute the acceptance of a Bid.

14.7 The Owner reserves the right to waive minor informalities as defined in Virginia Code Section 2.2-4301 in the Bid, to reject any/or all Bids, to award any Bid in whole or in part, and to award the Bid considered to be in the best interest of the Owner.

14.8 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder had an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

15. Qualifications of Bidders and Subcontractors

15.1 The Contractor's Questionnaire is included in the Bid Documents and, if requested by the Owner, shall be submitted upon request within 72 hours. This information will assist the Owner in investigations and determination of the Contractor's qualifications to perform the Work.

15.2 To demonstrate their qualification to perform the Work, each Bidder shall be prepared to submit further written satisfactory evidence that the Bidder has sufficient experience, necessary capital, materials, machinery and skilled workers to complete the Work. If financial statements are required they shall be of such date as the Owner shall determine and shall be prepared on forms acceptable to the Owner. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work. The Owner's decision or judgment on these matters shall be final, conclusive and binding.

15.3 The apparent low Bidder shall, submit to the Owner a list of all Subcontractors who will be performing Work on the Agreement at such time and date directed by the Owner. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of experience and qualification for each such Subcontractor, person and organization. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, the Owner may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. For any Subcontractors, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award, it will be deemed the Owner has no objection.

15.4 By submitting their Bid, Bidders certify that they are not now 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 are they an agent of any person or entity that is now so debarred.

15.5 If the Bidder is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, the Bidder must be authorized to transact business in the Commonwealth as a domestic or foreign entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The Bidder shall include the identification number issued by the State Corporation Commission on the Bid form or describe why the Bidder is not required to be so authorized. Any Bidder failing to do so shall not be awarded the Contract unless the Owner issues a waiver of this requirement and administrative policies and procedures are established by the locality. If the Bidder allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed as an act of

default enabling the Owner to all remedies for default, including but not limited to revocation of this Agreement.

16. Sham or Collusive Bids

16.1 The Bids of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one Bid in such a manner as to make it appear that the Bids submitted are on a competitive basis from different parties shall be considered a collusive Bidder.

16.2 The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Owner. By submitting their Bids, all Bidders certify that their Bids are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Bidder, Supplier, manufacturer or subcontractor in connection with their Bid, and they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

17. Time of Essence

17.1 TIME IS THE ESSENCE OF THIS CONTRACT. As the provisions hereof relating to the time for performance and completion of the Work are for the purpose of enabling the Owner to proceed with the construction of public improvements in accordance with pre-planned programs, such provisions are of the essence.

18. Immigration Reform and Control Act of 1986

18.1 By submitting their proposal, Bidders/offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

18.2 All Bidders must submit a completed Certification of Compliance with Immigration Laws and Regulations form (See Section 102.VII) with their Bid.

19. Notice of Required Disability Legislation Compliance

19.1 The Owner is required to comply with State and Federal disability legislation:

19.2 The Rehabilitation Act of 1973, Section 504, the Americans with Disabilities Act (ADA) of 1990, Title II and the Virginians with Disabilities Act of 1990. Specifically, the Owner may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the ADA, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973, Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the ADA. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973, Section 504.

BID FORM

To: Peter Stephenson, Town Manager

Submitted By: _____

Date: Thursday, October 6, 2016

Having carefully examined the drawings and specifications prepared by Kimley-Horn and Associates, Inc. and entitled Clontz Park Boat Ramp, Site Plans for Town of Smithfield, dated August 17, 2016, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials, labor, equipment and services, including applicable taxes, for a lump sum consideration of:

LUMP SUM BASE BID

_____ Dollars

(\$ _____) **TOTAL LUMP SUM BASE BID**

ADDENDUM # and DATE

(List all addenda with dates, if any issued. If no addenda is issued, write the word "none.")

TIME OF COMPLETION

Work shall commence immediately upon contract signing or upon Notice To Proceed. Owner anticipates Award of Contract/Notice to Proceed by November 7, 2016. All work shall be Substantially Complete and available for occupancy/use within 180 days of contract signing or Notice to Proceed. Liquidated Damages in the amount of \$250 per calendar day will be assessed for every day the project remains incomplete beyond the 180 day substantial completion date.

BID SECURITY

If notified of the acceptance of this bid within sixty (60) calendar days after the date fixed for the opening of the bids, the undersigned agrees to execute and deliver to the Owner the Contract and Contractor's Bonds within ten (10) calendar days from the date of notification and, to faithfully and properly complete the work with the best interest of the Owner, the safety of the public and in

accordance with first class workmanship.

The undersigned agrees the Owner may retain five percent (5%) of the contract amount.

Attached hereto is a cashier's check/certified check in the amount of _____ or Bid Bond (AIA Document A310, Bid Bond noted below, or from Bid Bond Surety Company authorized to do business in the State of Virginia and acceptable to the Authority), none of which shall be less than five percent (5%) of the principal's bid, made payable to the Owner.

The Undersigned agrees, if awarded the Contract, to comply with all provisions regarding commencement, performance, completion and acceptance of the work described in the above mentioned specifications and as stipulated in his proposal and the construction contract. In case of failure on his part to execute the said contract and bond and commence work thereon, the check or bid bond shall be paid as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the Undersigned.

It is agreed that the Undersigned has complied with and/or will comply with all requirements concerning licensing and with all other Local, State and National Laws and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the contract to him and/or in the prosecution of the work required thereunder.

The Undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal of the Contract that may be entered into as a result thereof and that in all respects the proposal is legal and fair, submitted in good faith without collusion or fraud.

Respectfully submitted this **October 6, 2016.**

(Name of Firm)

(Mailing Address of Firm)

(City/State/Zip Code of Firm)

(_____)
(Phone Number)

By _____

Printed Name

Signature

General Contractor Number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as OWNER in the penal sum of _____ (Five Percent) for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for the _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver an Agreement in the Form of Agreement attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal

Surety

By: _____
Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS shall appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Virginia.



VI. CERTIFICATION REGARDING DEBARMENT (To be submitted with Bid)

This is to certify that this person/firm/corporation is not now 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 are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

VII. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

To be submitted prior to award of contract.

Section 2.2-4311.1 of the Code of Virginia every public body to provide in every written contract that the Contractor does not, and shall not, during the performance of the contract knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City/County of _____ or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor: *(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)*

Type of Business Entity:

Sole proprietorship *(Provide full name and address of owner):*

Limited Partnership *(Provide full name and address of all partners):*

General Partnership *(Provide full name and address of all partners):*

Limited Liability Company *(Provide full name and address of all managing members):*

Corporation *(Provide full name and address of all officers):*

Doing Business As:

If Applicable *(Note: This is the name that appears on your invoices but is not used as your reporting name.)*

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees:

Are all Employees Who Work in the United States Eligible for Employment in the United States?

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this _____ day of _____ 20____ on behalf of _____ as evidenced by the following signature and seal:

Name of Contractor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Notary Public

Registration No.: _____

My commission expires: _____

VIII. SAFETY CERTIFICATION FORM (To be submitted prior to award of Contract)

Project Title: _____

Contract No.: _____

Name of Firm: _____

Project Safety Responsibility (Name): _____

Telephone Number: _____

Cell Number: _____

Email: _____

Emergency Contact (Name): _____

Contract No.: _____

Telephone Number: _____

Cell Number: _____

Email: _____

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

By: _____

(Type Name and Title)

(Signature)

(Date)

End of Section

SECTION 103

AWARD AND EXECUTION OF AGREEMENT

I. AWARD AND EXECUTION OF AGREEMENT

1. Notice of Award.

- 1.1 A Notice of Award will be issued by the Owner, or the Bids rejected as soon as reasonably possible, but no later than 90 Days after the date of the opening of Bids. The Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date, or extend the acceptance period an additional 90 days with the consent of the apparent low bidder and surety.
- 1.2 The Owner reserves the right to waive any minor informalities, to reject any and all Bids in whole or in part, and may advertise for new Bids if, in its judgment, the best interests of the Owner will be served.
- 1.3 At the time of the issuance of the Notice of Award, the Owner shall publicly post an announcement of the award on/at the **Dept. of Planning, Engineering, and Public Works** located at **310 Institute Street, Smithfield, Virginia 23430**

2. Signing of Agreement.

- 2.1 When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by 4 original copies of the Agreement, with all other written Contract Documents attached. Within 10 Days thereafter the Contractor shall sign and deliver all the original copies of the Agreement and attached documents to the Owner with the required Bid Security, Certificate of Insurance and Safety Certification Form. Within 30 Days thereafter the Owner shall deliver one fully signed copy to the Contractor.
- 2.2 If the Successful Bidder fails to execute the Agreement within the time specified, the amount of Bid Security shall be paid to the Owner. In such case the Owner, at its discretion, may award the Work to the second Successful Bidder, or reject all Bids.

3. Performance and Payment Bonds.

- 3.1 The Successful Bidder shall execute and provide to the Owner, within 10 Days following Notice of Award, Performance and Payment Bonds with surety in an amount equal to 100% of the accepted Bid. The sureties of all Bonds shall be of such surety company or companies as are approved by the Owner and are authorized to transact business in the Commonwealth of Virginia. If the execution is by an attorney-in-fact, a power of attorney evidencing the authority of such attorney shall be attached to the Bond. Such power of attorney shall bear the same date as the Bond to which it is attached.
- 3.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws and Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U. S. Treasury Department.
- 3.3 Performance and Payment Bonds shall remain in full force during the warranty period defined in Section 107, VII.

4. Contractor's Insurance

4.1 The Contractor shall provide and keep in full force and affect during the performance of the Work the kinds and amounts of insurance specified in Section 4.2 below and shall comply with all other provisions of this Section. Such insurance shall be provided and kept in full force by insurance companies licensed to do business in the Commonwealth of Virginia (to the extent that the Commonwealth licenses each of the specific lines of insurance required herein), and regulated by the Virginia Bureau of Insurance. To the extent that the Commonwealth does not license a specific line of insurance required herein, the company providing that type of coverage shall be authorized to do business in the Commonwealth and regulated by the Virginia Bureau of Insurance. All premiums and other costs of such insurance shall be paid by the Contractor. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the Work includes the premiums and other such costs of such insurance, and the Owner shall not be responsible therefore. Prior to the Owner's execution of the Contract, the Contractor shall furnish a certificate(s) of insurance evidencing the coverages required below in Section 4.2. The Contractor shall not be required to furnish the Owner with copies of the insurance contracts required by this Section unless requested from time to time by the Owner

Contractor shall also provide Owner with a copy of an endorsement to all insurance contracts evidencing the required coverage. Contractor shall also provide Owner with not less than 30 days' notice of the termination or cancellation of any insurance contract.

4.2 Insurance Requirements:

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

1) Workers Compensation and Employers Liability

Coverage A - Statutory

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

A broad form of all states endorsement shall be attached.

2) Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

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

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

- 3) Commercial General Liability Including Contractual and Completed Operations.

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

- 4) Umbrella Liability Including Employers Liability, Commercial Auto Liability and Commercial General Liability.

Limit of Liability - \$5,000,000 Per Occurrence

\$5,000,000 Aggregate

- 5) Builder's Risk Insurance.

The Contractor shall purchase and maintain builder's risk insurance for all new construction. The Contractor shall provide builder's risk coverage on the full insurable value of the Work.

- B. The Contractor shall be responsible for securing the Work site and shall assume all risk for vandalism or other damage that may occur, to project components, during construction.
- C. The Owner shall be named as an additional insured on the Commercial General Liability per ISO 2010 or equivalent on a primary basis unless the policy language includes the Owner as an additional insured. The Contractor shall obtain a waiver of subrogation from its insurers on Worker's Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. Owner's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy
- D. Contingent liability and property damage insurance to protect the Owner (or his employees and agents, including the Engineer) shall be provided by endorsements to general liability or property damage policies. All aforesaid policies shall be endorsed to provide that the insurance company shall notify the Owner if policies are to be terminated or altered during the life of the contract.
- E. The General Liability insurance shall carry a contractual liability endorsement covering the hold harmless agreements contained in the Owner standard contract and the certificates filed with the Owner shall show that the contractual liability coverage has been obtained.
- F. Insurance coverage for personal injury and property damage, including insurance on vehicles and equipment, shall be in the same company.
- G. The Contractor shall also be required to submit to the Owner evidence of insurance coverage or self-insurance for all claims arising under the Worker's Compensation Laws of the State of Virginia.
- H. To the fullest extent permitted by Law or Regulation, the Contractor shall indemnify and hold harmless the Owner, and the Owner's officers, agents, employees, and other representatives, against any liability, loss or expense (including the loss of use of the Project), due to any act or omission of Contractor or any of their Subcontractors or of any of their respective employees in connection with the Work of the Contractor hereunder, except to the extent such liability, loss, or expense is caused by or results solely from the negligence of the Owner, its agents, or employees.

- I. The Contractor shall submit proof that the Owner will receive thirty (30) day written notice prior to cancellation of the commercial general liability, commercial auto liability, umbrella liability, workers' compensation, and builder's risk insurance policies. Where cancellation is due to non-payment of premium, the Owner will accept written notice that is given at least ten (10) days prior to cancellation of the insurance policy.

5. Safety Certification Form

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

- A. The name and phone number of the individual who will be responsible to ensuring all applicable safety procedures are followed and personal protective equipment is used on the project site.
- B. The name and phone number of the individual who should be contacted in the event of an emergency.
- C. The Safety Certification Form is included in the Section 102.VIII.

II. NOTICE OF AWARD

TO: _____

PROJECT TITLE: _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids dated _____, 20___, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for the Work in the amount of \$_____.

You are required by the terms of the Bid Documents to fully execute and return _____ copies of the Agreement along with the required Contractor’s Performance Bond, Payment Bond, and Certificates of Insurance within _____ Days from the date of this Notice of Award.

If you fail to execute the Agreement and to furnish said Bonds and Certificate of Insurance within _____ Days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. The notice of award shall not be construed as notice to proceed.

Dated this _____ day of _____, 20___.

OWNER

CONTRACTOR

Owner
By: _____
Name
Title: _____

Contractor
By: _____
Name
Title: _____



III. AGREEMENT

CLONTZ PARK BOAT RAMP BID PACKAGE Sample Contract

TOWN OF SMITHFIELD: Bid Package IFB No. 16-12 Clontz Park Boat Ramp.
Smithfield, Virginia

THIS AGREEMENT, made and entered into this _____ day _____ of _____ by and between the Town of Smithfield, a Virginia municipal corporation, hereinafter called the Owner, and _____ hereinafter called the Contractor, whose address is _____

WITNESSETH:

WHEREAS, the Owner intends to have Clontz Park Boat Ramp, constructed at Clontz Park Road, Smithfield, Virginia.

WHEREAS, the Contractor agrees to perform the work for the sum herein stated.

NOW THEREFORE, the Owner and the Contractor for the consideration hereinafter provide agree as follows:

ARTICLE 1. SCOPE OF WORK

The work to be performed shall be in accordance with Contract Documents prepared by Kimley-Horn and Associates, Inc. entitled Clontz Park Boat Ramp Site Plans for Town of Smithfield, dated August 17, 2016. The Contractor agrees to furnish all permits, labor, materials and equipment to complete the work as required in the Contract Documents, which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of the Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor. The Contract Documents are defined in the General Conditions and are incorporated herein by reference.

ARTICLE 2. TIME OF COMPLETION

The Contractor shall commence the work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this agreement or such other date as may be established therein.

The Contractor shall achieve Substantial Completion within 180 calendar days from the date of Notice To Proceed or the date of this agreement.

ARTICLE 3. CONTRACT SUM

The Owner agrees to pay, and the Contractor agrees to accept in full performance of this contract, the sum of _____, which sum also includes the cost of a 100% Performance Bond and a 100% Payment Bond, said bonds having been posted by the Contractor pursuant to State Law.

ARTICLE 4. PAYMENT

The Owner agrees to pay the Contractor from time to time as the work progresses, but no more than once each month after date of Notice to Proceed, and only after complying with the General Conditions and completion of Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of _____



the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

Such evidence of labor performed and materials furnished as the Owner may desire shall be supplied by the Contractor at time of request for Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site.

Retainage Reduction - Five percent (5%) of the earned amount shall be retained from each monthly payment until fifty percent (50%) of the dollar amount of the contract has been earned. During the last fifty percent (50%) of the contract, future retainage amounts may be reduced at the Owner's sole option if requested by Contractor.

ARTICLE 5. INDEBTEDNESS

Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid or what arrangements have been made for their payment.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the Owner.

ARTICLE 6. ADDITIONAL WORK

It is understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished unless a new contract in writing or a modification hereto for such additional materials or labor has been executed by the Owner and Contractor. The Owner specifically reserves the right to modify or amend this contract and the total sum due hereunder either by enlarging or restricting the scope of work.

ARTICLE 7. ACCEPTANCE

The work shall be inspected for acceptance by the Engineer promptly upon receipt of notice from the Contractor that the work is complete and ready for inspection.

ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should disputes arise respecting the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this contract, said dispute shall be brought to the attention of the Engineer and Program Manager who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Town of Smithfield and their decision shall be final and conclusive. Any claims, disputes or other matters in question between the parties to this Agreement shall not be subject to binding arbitration. Any and all claims or disputes, or other matters in question between the parties arising out of or relating to this Agreement or a breach thereof shall be resolved by appropriate proceedings in the Isle of Wight County Circuit Court, and in no other forum.

ARTICLE 9. TERMINATION FOR BREACH, ETC

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this contract, the Owner may serve written notice upon him of its intention to

terminate said contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The Owner may take possession of and utilize in completing the work, such materials, appliances, paint, and any other property belonging to the Contractor as may be on the site of the work and necessary therefore. The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. In the event that it should be necessary for the Owner to bring legal action against the Contractor to enforce any provision of this contract, then the Owner shall be entitled to recover its attorney's fees and costs expended therefor.

ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF

The Owner may withhold from payment to the Contractor such an amount or amounts as, in its judgment, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be considered as payment made under the Contract by the Owner as to such payments made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 11. LIABILITY AND INDEMNIFICATION

The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, the Town of Smithfield and all institutions, agencies, departments, authorities and instrumentalities of the Town and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers as described in the General Conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur or grow out of any acts, actions, work or other activity done by the said Contractor, its employees or agents in the performance and execution of this contract.

ARTICLE 12. SUBCONTRACTOR

No part of this contract shall be sublet by the Contractor without prior written approval of the Owner.

ARTICLE 13. LIQUIDATED DAMAGES

Should the Contractor fail to Substantially Complete the work on or before the Substantial Completion Date referred to in Article 2 hereof, Contractor shall pay Owner the sum of \$250.00 for each consecutive calendar day that terms of the Contract remain unfulfilled.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the Contract. Liquidated damages will be calculated and assessed based on provisions defined in the General Conditions and the date upon which the Program Manager and Engineer certify that all items on the Substantial Completion "Punch List" are complete. The sums mentioned above shall represent the actual measure of liquidated damages which the Owner will sustain per diem by failure of the undersigned to complete the Work at the times stipulated. The sum is in no way to be considered a penalty and shall not limit the Owner's other remedies available at law or equity.

ARTICLE 14. VIRGINIA PUBLIC PROCUREMENT ACT.

Contractor agrees to comply with all of the mandatory provisions of the Virginia Public Procurement Act, which are incorporated herein by reference, including those concerning non-discrimination, payment of subcontractors, employment of aliens, maintaining a drug free workplace and maintaining all state licenses and SCC corporate registration. Contractor's tax identification number is _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: _____

BY: _____

ATTEST

BY: _____

BY: _____

OWNER: TOWN OF SMITHFIELD

BY: _____

Peter M. Stephenson, Town Manager

ATTEST

BY: _____

Lesley G. King, Clerk

APPROVED AS TO FORM:

BY: _____

William Riddick, Town Attorney

IV. PERFORMANCE BOND

Bond No. _____
Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____
_____ of _____
_____, hereinafter called the Contractor and _____ a corporation duly
organized and existing under and by virtue of the laws of the State of _____, hereinafter called
the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held
and firmly bound unto _____ as Owner, in the sum of
_____ dollars (\$ _____), lawful money of
the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and
the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the
Owner dated _____, 20____, for _____

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and
faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising
thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure
all guarantees against defective workmanship and materials, including the guarantee period following final
completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein
contained in the Specifications, Drawings, and other Contract Documents required to be performed by the
Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save
harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall
fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and
reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection
with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby
stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract
Documents or to the Work to be performed thereunder, or payment thereunder before the time required
therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof,
shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change,
extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver,
assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having
performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety
to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to
proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments,



and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 20____

OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

V. PAYMENT BOND

Bond No. _____
Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____
_____ of _____
_____ hereinafter called the Contractor and _____ a corporation duly
organized and existing under and by virtue of the laws of the State _____, hereinafter called
the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held
and firmly bound unto _____ as Owner, in the sum
of _____ dollars (\$ _____), lawful money of the United States of America, for
payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and
each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the
Owner dated _____, 20____, for _____

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in
the Agreement, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in
connection with the construction of the Work, and all insurance premiums on the Work, and for all labor
performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise
to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be
performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive notice of
any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____(Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____(Seal)

Attest

APPROVED AS TO FORM: _____, 20_____

OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.



VI. NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: _____

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20__, on or before _____, 20__, and you are to substantially complete the Work within _____ Days thereafter and reach Final Completion of the Work within _____ Days thereafter. The date of Final Completion of all Work is therefore _____, 20__.

Liquidated damages as stipulated in the Bid form, in the amount of \$_____ per Day for failure of the Contractor to substantially complete the Work by the date for Substantial Completion and \$_____ per Day for failure to complete the Work by the date for Final Completion, will be assessed by the Owner as stated above or as may be modified by duly executed Change Orders.

OWNER: _____

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

this the _____ day of _____, 20__

CONTRACTOR: _____

BY: _____

TITLE: _____



VII. NOTICE OF INTENT TO AWARD

TO: _____

PROJECT TITLE: _____

The Owner has considered all the Bids submitted for the above described Work in response to its Invitation for Bids dated _____, 20__, and Instructions to Bidders.

This is to advise that the Owner intends to award the contract for this Work to _____.

Dated this _____ day of _____, 20__.

OWNER

Owner
By: _____
Name
Title: _____

VIII. ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into this _____ day of _____, 20____, by, between and among the _____ (Owner) and _____ (Contractor), and _____ (Bank), a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth and _____ (Surety), provides:

8.1 The Owner and the Contractor have entered into an Agreement dated *(month, date, year)*, with respect to a Project titled _____ (the Agreement). This Escrow Agreement is pursuant to, but in no way amends or modifies the Agreement. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.

8.2 In order to assure full and satisfactory performance by the Contractor of its obligations under the Agreement, the Owner is entitled to retain certain amounts otherwise due the Contractor, known as retainage. The Contractor has, with the approval of the Owner, elected to have such retainage held in escrow by the Bank. This document 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 Agreement or any other instrument or agreement between the Owner and the Contractor.

8.3 The Owner shall from time to time pursuant to its Agreement pay to the Bank amounts retained by it under the Agreement. Except as to amounts actually withdrawn from escrow by the Owner, the Contractor shall look solely to the Bank for the payment of funds retained under the Agreement and paid by the Owner to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this Escrow Agreement shall be solely upon the Contractor.

8.4 Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien or other process whatsoever. The 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.

8.5 The following securities, and none other, are approved securities for all purposes of this Escrow Agreement:

- A. Unites States Treasury Bonds, United States Treasury Notes, Unites States Treasury Certificates of Indebtedness or United States Treasury Bills;
- B. Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States.
- C. Bonds or notes of the Commonwealth of Virginia;
- D. 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"; and,
- E. Certificates of deposit issued by commercial banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.

- F. Any bonds, notes, or other evidences of indebtedness listed in Paragraphs A through C may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the Bank 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 repurchase obligation of the bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 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 years after the date of its purchase by the Bank or deposit by the Contractor.

- 8.6 The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank securities approved, in writing, by the Owner 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 par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the chief administrative and financial official of the Owner, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Owner. Such payment shall be made as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by either the chief administrative or the chief financial official on behalf of the Owner, the Bank shall pay and deliver the principal of the fund, or any specified portion thereof, to 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.

- 8.7 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 Escrow Agreement shall be paid from the income earned upon the escrow fund and, if such income is not sufficient to pay the same, by the Contractor.

Under no circumstances shall the Owner be responsible to the Bank for any fee or costs of administering this Escrow Agreement, account, or escrow fund.

- 8.8 The net income earned and received upon the principal of the escrow fund shall be paid over 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. All income earned shall be reported by the Bank to the Internal Revenue Service and other taxing authorities on the Contractor's Tax. I.D. Number, except for interest withdrawn by the Owner pursuant to paragraph IV.

- 8.9 The Surety undertakes no obligation hereby but joins in the escrow Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Agreement are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

OWNER:

Name of Owner

By: _____
Name

Title

CONTRACTOR:

Name of Contractor

Contractor's Tax I.D. Number

By: _____
Officer, Partner, or Owner

BANK:

Name of Bank

Mailing Address for Payments

Account Number

By: _____
President/Vice-President

SURETY:

Name of Surety

By _____
Attorney-in-Fact

End of Section

SECTION 104
SCOPE OF WORK

I. INTENT OF AGREEMENT

- 1.1 The intent of the Agreement is to provide for completion of the Work specified therein.
- 1.2 If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Owner in writing at once and before proceeding with the Work affected thereby, except in the case of emergency or public safety, shall obtain a written interpretation or clarification from the Owner however, the Contractor shall not be liable to the Owner for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor has actual knowledge thereof or should reasonably have known thereof.

II. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

- 2.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by a Change or Field Order pursuant to Section 109 II.

III. EXPLORATIONS AND REPORTS

- 3.1 Reference is made to the Special Provisions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Owner in preparation of the Contract Documents.
- 3.2 The Contractor shall visit the site of the proposed Work and make such explorations as the Contractor determines to be necessary.

IV. UNDERGROUND FACILITIES

- 4.1 If an Underground Facility is uncovered or revealed not in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby, identify and immediately notify the owner of such Underground Facility and give written Notice thereof to that owner and to the Owner.
- 4.2 If the existence of an Underground Facility described above unavoidably impacts the installation of the Work, the Contractor shall, to the fullest extent possible, continue the Work on other portions of the site. All delays must be shown by the Contractor to be directly attributable to said unforeseen conditions and limited to the time actually occasioned by such unforeseen conditions, and that the Contractor has prosecuted the other portions of the Work to the fullest extent possible.

V. SUBSURFACE CONDITIONS

- 5.1 The Contractor shall promptly, and if possible, before such conditions are disturbed, except in the event of an emergency, notify the Owner by written Notice of:
- A. subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 5.2 The Owner shall promptly investigate the conditions, and if it is confirmed that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Agreement shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required written Notice; provided that the Owner may, if the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 5.3 All required written Notices shall be submitted to the Owner within 20 Days after occurrence of the event giving rise to such claim, or within 20 Days after the claimant recognizes the condition, whichever is later.

VI. SITE SECURITY

- 6.1 The Contractor shall be responsible for the security and safety of all project facilities including, but not limited to, all equipment, materials, site structures, and construction thereon. All security measures deemed necessary by the Contractor to comply with this requirement shall be at the Contractor's expense at no additional cost to the Owner. The Contractor shall be responsible for all site security until final acceptance of the Work by the Owner.

VII. CLEAN-UP, DISPOSAL AND RESTORATION

- 7.1 The Contractor shall maintain the site of the project in an orderly and clean condition and shall at intervals of no more than three (3) working days and at its expense, remove and legally dispose of accumulations of rubbish or refuse materials, surplus concrete, mortar and excavated materials not required or suitable for backfill from public and private property and rights-of-way. Washings from concrete mixers or mixing boxes shall not be deposited directly or indirectly in the drainage or sewer system or on paved streets. The Contractor shall keep the site, inclusive of vehicular and pedestrian traffic routes through the site, free of dirt and dust by periodic blading, power brooming, watering or other approved means. Road surfaces adjacent to the Work area shall be cleaned of soil with mechanical brooms or other approved methods at the end of each working day. Road shoulders and driveways shall be stabilized so as to allow traffic flow (including mail and paper delivery vehicles, school buses and emergency vehicles) by the end of each working day.
- 7.2 The Contractor shall confine all equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.
- 7.3 Upon completion and before final acceptance of the Work performed under the Agreement, the Contractor shall remove and legally dispose of all rubbish, surplus or discarded materials, false work, forms, temporary structures, field offices, signs, temporary erosion and siltation control measures, and equipment and machinery, and shall leave the site and ground occupied in connection with the performance of the Work in the conditions existing before the Work was started, to the satisfaction of the Owner.

- 7.4 All waste materials, including but not limited to excavated materials, demolished pavement, arboreal (landscaping) waste and other debris, that are not suitable for Project related purposes (e.g., backfill) or are surplus to the needs of the Project, both as determined by the Owner, shall become the property of the Contractor. The Contractor shall dispose of all such material in accordance with his accepted Disposal Plan, as specified below, at no additional cost to the Owner.
- A. The Contractor shall submit a Disposal Plan for review and acceptance by the Owner prior to performing any Work that might generate waste materials. The plan shall include a complete description of the materials that are expected to be encountered based on the Geotechnical Plan and their proposed disposal site(s). The Contractor may change his Disposal Plan only by written notice to the Owner. The acceptance of a plan and/or any related notice to the Owner must be evidenced by a written response from the Owner.
 - B. The Contractor shall insure that all permits related to his disposal operations have been obtained, and the Contractor shall comply with all requirements of those permits. The Contractor shall show evidence that all required permits have been obtained for all disposal sites by submitting a copy of all such permits to the Owner as part of the Contractor's Disposal Plan.

End of Section

SECTION 105
CONTROL OF WORK

I. REUSE OF CONTRACT DOCUMENTS

- 1.1 Neither the Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Owner shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or bearing the seal of the Engineer; and, they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Owner and Engineer and specific written verification by the Owner.

II. COPIES OF CONTRACT DOCUMENTS

- III.** A bid package including detailed specifications may be obtained from the Program Manager (contact information below) or by visiting the town website at www.smithfieldva.gov or eVA.virginia.gov.

IV. CONTRACT DOCUMENTS

- 3.1 The Contract Documents will govern the Work set forth therein.

In cases of conflicts, Special Provisions shall govern over the *Regional Construction Standards*; Specifications shall govern over Drawings; figure dimensions shall govern over scaled dimensions; and, detailed Drawings shall govern over general Drawings; unless, the interpretation would result in a violation of any law or regulation applicable to the performance of the Work

- 3.2 The Contractor shall, upon discovering any error, omission, or discrepancy in the Contract Documents, immediately notify the Owner.

V. SHOP DRAWINGS AND SUBMITTALS

- 4.1 The Contractor shall compile a complete and comprehensive schedule of all the submittals anticipated to be made during the progress of the Work. The schedule shall include a list of each type of item for which the Contractor's drawings, Shop Drawings, material affidavits, material samples, certificates, warranties, guarantees, operations and maintenance manuals, testing and adjustment reports, plans, schedules or other types of submittals are required by the Contract Documents.

- 4.2 Prior to each submittal, the Contractor shall carefully review and coordinate all aspects of each item or sample submitted with any other item or sample being submitted and verify that each item and sample adheres in all respects with the requirements of the Contract Documents.

- 4.3 The Contractor shall certify that all materials used in the Work are in complete compliance with all specified provisions. Certification shall not be construed as relieving the Contractor from its responsibility of furnishing satisfactory materials. At the time of each submission, the Contractor shall in writing call the Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents. By making a submission for approval, the Contractor shall be deemed to have certified that he has checked the items in the Shop Drawings before submitting them and that he is satisfied that, in their present state, they not only meet the requirements of the Contract Documents, but will present no difficulties in the performance and completion of the Work. The Contractor shall clearly note his approval on the Shop Drawings prior

to submission to the Owner. Failure of the Contractor to note his approval will be reason for the Owner to return such submission to the Contractor unchecked.

1. If it appears to the Owner that the Shop Drawings submitted by the Contractor have not been properly checked, even though the Contractor's approval has been noted thereon, Owner may return such submission to the Contractor unchecked.
 2. Markings, written or otherwise, made by the Contractor or by his suppliers or manufacturers must be made on the Submittal in a color other than red. RED is reserved for the exclusive use of the reviewer in marking Submittals.
- 4.4 The Contractor shall submit four (4) copies, plus the number of copies desired to be returned, of Shop Drawings or submittals that are required by Section 105 or the Special Provisions. Each submission shall be accompanied by letter of transmittal in duplicate, listing the contents of the submission and identifying each item by reference to specification section or Drawing. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Owner the materials and equipment the Contractor proposes to provide. Digital Shop Drawing submittals may be made when acceptable to the Owner and all provisions in this section are satisfied.
- 4.5 The Contractor shall also submit samples to the Owner for review and approval in accordance with the accepted schedule of submittals. Each sample shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as the Owner may require for review. The review of a separate item or sample will not indicate approval of any assembly in which the separate item or sample functions.
- 4.6 The Contractor is responsible for submitting all Shop Drawings and schedules in a timely manner to avoid delaying the Work. The Owner shall within 21 Days after receipt, return Shop Drawings and schedules to the Contractor indicating approval or disapproval.
- 4.7 Review and/or approval of Shop Drawings will be for general conformance with the Contract Documents and shall not relieve the Contractor from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not be construed as permitting any departure from the Project requirements, authorization of any increase in price, or approval of departures from additional details or instructions previously furnished by the Owner.
- 4.8 Before submitting each Shop Drawing or sample, the Contractor shall have determined and verified:
- A. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
 - B. All materials with respect to the intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - C. All information relative to the Contractor's sole responsibility in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and progress incident thereto.
- 4.9 Each Shop Drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied Contractor's obligation under the Contract Documents with respect to the

Contractor's review and approval of that submission. The Contractor's Shop Drawing stamp shall be as follows (or as otherwise approved by the Owner and Engineer):

| |
|--|
| <p>(Owner's Name) (Project Name)</p> <p>Shop Drawing No.: _____</p> <p>Specification Section: _____</p> <p><i>With respect to this Shop Drawing or Sample, I have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated this Shop Drawing or Sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.</i></p> <p>_____ <i>No variation from Contract Documents</i></p> <p>_____ <i>Variation from Contract Documents as shown</i></p> <p>(Contractor's Name and Address)</p> <p>By: _____</p> <p>Date: _____</p> |
|--|

- 4.10 The Engineer will review and approve or disapprove or return as incomplete Shop Drawings and samples in accordance with the schedule of submittals submissions accepted by the Engineer. The Engineer's review and approval or disapproval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The Contractor shall make corrections required by the Engineer, and shall return the requested number of copies of Shop Drawings and samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. Upon approval, two marked copies will be returned to the Contractor.
- 4.11 No progress payments will be made to the Contractor until the schedules are submitted to and acceptable to the Engineer. The progress schedule shall be acceptable to the Engineer as being the Contractor's schedule for the orderly progression of the Work to completion within any specified Contract Times, but such acceptance will neither impose on the Engineer responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the Contractor from the Contractor's full responsibility therefor.
- 4.12 The Engineer will record time required by the Engineer or Engineer's consultants for excessive submittal review occasioned by the Contractor's re-submission, in excess of one re-submission of a required submittal, caused by unverified, unchecked or un-reviewed, incomplete, inaccurate or erroneous, or nonconforming submittals. The Engineer's costs will be an estimated average billing

rate for labor plus related expenses and shall be paid by the Contractor upon terms satisfactory to the Owner.

- 4.13 Within ten (10) Days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer for approval a schedule listing the manufacturer of the items of equipment and materials proposed for the construction. Following approval of the schedule, no changes in material or equipment from those listed will be allowed except in unusual or extenuating circumstances. When such circumstances arise, the Contractor shall request, in writing, the Owner's approval of the proposed change, stating the circumstances necessitating such a change. The intent of this schedule is to name the manufacturers of material specified by a product standard and to designate which manufacturer will be used when more than one has been named for an item. The schedule shall not be interpreted as allowing any change from base Bid items or those substitute items offered with the Bid and accepted in the Agreement.
- 4.14 Submittals shall be made in logical groupings representing all submittals from a technical specification section and/or, where appropriate, related section(s). Shop drawing submissions lacking all required submittals under a technical specification section(s) will be returned without review.
- 4.15 The approval of Shop Drawings shall not relieve the Contractor from the responsibility for proper fittings and construction of the Work nor from furnishing materials and work required by the Contract which may not be indicated on the Shop Drawings when approved.
- 4.16 Where a Shop Drawing or sample is required by the Specifications, and related work is performed prior to the Owner's review and approval of the pertinent submission, such work will be the sole responsibility of the Contractor. Owner shall have the right to inspect any such Work, but failure of Owner to inspect such Work shall not be deemed an acceptance by the Owner.
- 4.17 In proposing alternate materials or construction methods or in requesting Owner determination of alternate materials, submittals must clearly demonstrate that the proposed alternate items clearly meet, in all respects, the requirements of the Contract Documents, design intent of the Project. The burden of proof in all such determinations is up to the Contractor and the Owner's determination is un-reviewable and final. All such proposals count as submittals in determining the cost of additional reviews in accordance with paragraph 4.12 above.
- 4.18 Manufacturer's Certificates
 - A. The Contractor shall furnish at the time of submitting Shop Drawings the manufacturer's certificates for items of equipment and products in the various sections of these Specifications.
 - B. The manufacturer's warranty and certification submitted for equipment, a product, or component of a product shall indicate that the manufacturer has examined the Contract Documents and the equipment, product or component of a product provided will meet the performance criteria and conforms in all respects to the requirements of the Contract Documents.
 - C. A statement originating from the Contractor, or any of his Subcontractors, suppliers, or any other agent, which merely indicates that a particular item of equipment, product, or component of a product, meets the requirements of the Contract Documents, shall not be considered a certificate. Any such submittal made in this manner will not be approved and the corresponding equipment, product, or component of a product, shall not be approved.

VI. RECORD DRAWINGS

5.1 The Contractor shall keep one record copy of all Special Provisions, Specifications, Drawings, Addenda, Written Amendments, Change Orders, Shop Drawings, Owner-approved submittals, and samples at the site in good order and annotated to show all changes made during the construction process. These documents shall be available to the Owner for examination and shall be submitted to the Owner upon completion of the Work. As-built information (including dimensions, materials, existing utilities) shall also be included on the Drawings. Progress payments may be withheld for failure to keep neat, accurate and complete record drawings.

5.2 The Contractor shall include any field changes, deviations from the Drawings due both to field conditions and Change Orders.

5.3 Record information for projects shall include the following as a minimum:

- A. Horizontal and vertical location of the water, force main, sanitary and storm sewer installed at every 100-foot station, at interconnections, and at fittings, tees, bends and offsets. The frequency and location of survey shots will match the proposed grade elevations shown on the Drawings.
- B. Size (if greater than ¾”), material, depth and location of both ends of the water service lines are required.
- C. Rim elevations of manholes and invert elevations of pipes entering and exiting the manhole.
- D. Information required for public storm drain systems:
 - 1. Size, material and location of all storm sewer lines.
 - 2. Elevations shall be provided for all ditch, pipe and structure inverts and rims.

5.4 The Record Drawings shall include the following minimum accuracy for survey measurements and field measurements.

- A. Horizontal accuracy:
 - 1. Both surface and subsurface gravity sanitary sewer systems shall be measured in a survey to +/- 1.0 foot at the structure location.
 - 2. Storm Water Management Facilities (SWMF) shall be measured in a survey to +/- 1.0 foot, including the top of bank, bottom of bank, edge of water, pipes, structures, and setback distances to property lines and/or right-of-way lines and any unusual feature of each SWMF.
 - 3. Project landscaping shall be measured in a survey to +/- 1.0 foot. Only large significant features, such as trees, will be surveyed. The species and caliper (size) shall be noted.
- B. Vertical accuracy:

| | Survey Accuracy | Field Measurement |
|-------------|-----------------|-------------------|
| Manhole Rim | +/- 0.01 ft. | |

| | | |
|-------------------------|--------------|--------------|
| Manhole Invert | +/- 0.01 ft. | |
| Gravity Sewer Slope | +/- 0.02% | |
| Valve Depth | +/- 0.1 ft. | |
| Pressure/vacuum systems | +/-0.05 ft. | |
| SWMF | +/- 0.01 ft. | |
| Curb/curb and gutter | +/- 0.01 ft. | |
| Offset | | +/- 1.0 ft. |
| Lateral Depth | | +/- 0.25 ft. |

The Contractor shall provide on the record drawings, if applicable, coordinate values (northing's and easting's based on the locality's monumentation) for the following:

Gravity Sewer

- Manholes
- Cleanouts and connections to the main

Force Mains

- Valves and tracer wire boxes
- Air release assemblies
- Horizontal bends 45-degrees (and greater if allowed) and combinations of fittings equaling 45-degrees or greater, spaced no greater than 10-feet of the start of the bends to the bend's terminus
- Offsets (vertical and horizontal)
- Connections (tees and taps)
- Limits of lined pipe

Water Systems

- Water meters

5.5 Record Drawings shall be provided in two versions: a sealed PDF version and an electronic format acceptable to the Owner

VII. ACCESS TO PROJECT

6.1 The Owner, the Owner's Representatives, the Engineer, testing agencies and governmental agencies with jurisdictional interests shall have access to the Project at all times for their observations, inspecting, and testing. The Contractor shall provide proper and safe conditions for such access.

VIII. SURVEYS AND REFERENCE POINTS

7.1 The Owner shall furnish all necessary Drawings showing property lines and/or easements and the location of the Work. The Owner has established or will establish such general reference and control points and benchmarks on or about the Project site as will enable the Contractor to proceed with the Work. Prior to issuance of the Notice to Proceed, if the Contractor finds that any previously established reference points have been destroyed or misplaced, the Contractor shall promptly notify the Owner, and the Owner shall replace such general reference points and benchmarks at the Owner's expense.

7.2 The Contractor shall protect and preserve the established control points, bench marks and monuments and shall make no changes in locations without the written approval of the Owner. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or

locations shall, subject to prior approval of the Owner, be replaced and accurately located by the Contractor, at no expense to the Owner.

IX. WORKING HOURS

- 8.1 Normal working hours shall be 7:00 a.m. to 5:00 p.m., Monday through Friday, except that Work shall not start any earlier than one-half hour after sunrise or continue beyond one-half hour prior to sunset. If the Contractor desires to perform Work outside the normal working hours, on holidays, or on weekends, the Contractor shall request permission, in writing, 48-hours in advance to allow arrangements to be made. The Contractor may be charged an inspection fee by the Owner if such Work is approved. Where the Owner specifically directs the Contractor to work outside of normal working hours, no inspection fee will be imposed. The Owner may refuse the Contractor permission to work outside the normal working hours. The Contractor shall make reasonable efforts to avoid undue noise during the night and on weekends, including, but not limited to, fireproof covering necessary to dampen excessive noise from engines or pumps which operate before 7:00 a.m. and after 9:00 p.m., if it is necessary to work at those times.
- 8.2 The Contractor shall designate a representative and furnish a telephone number at which the representative may be contacted at any time after working hours. This representative shall be empowered and authorized to provide such personnel and equipment as may be required to remedy emergency situations that may develop after normal working hours, or on weekends and holidays.
- 8.3 The Contractor shall receive approval of the Owner, in advance, of any Work to be performed on holidays. The Owner reserves the right to deny permission to work on Sundays and/or holidays without cause.
- 8.4 Holidays are as listed below:
- | | |
|-------------------------------|---|
| New Years' Day | 1 st day of January |
| Martin Luther King's Birthday | 3 rd Monday in January |
| President's Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 th day in July |
| Labor Day | 1 st Monday in September |
| Veteran's Day | 11 th day of November |
| Thanksgiving Day | 4 th Thursday in November |
| Day after Thanksgiving | Friday after 4 th Thursday in November |
| Christmas Eve | 24 th day of December |
| Christmas Day | 25 th day of December |

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If these dates fall on a Saturday, the previous Friday shall be considered the holiday. If any part of a two-day holiday falls on a weekend, the observance of the holiday shall be scheduled at the Owner's discretion in such a way as to result in a four-day weekend.

The Contractor's attention is called to Section 109-1.6.C.1.d. regarding Owner compensation by the Contractor for overtime Work performed outside normal working hours.

X. PROJECT COORDINATION

9.1 Coordination with Owner

- A. The Contractor shall coordinate all construction activities with the Owner and shall obtain the Owner's approval as to schedule of Work, permits, temporary Work, and traffic control.
- B. Progress meetings shall be held monthly on a date to be set by the Owner. The Contractor shall be present at all progress meetings. If progress is not made as scheduled, or if the Owner desires to discuss revised progress schedules or the quality of workmanship or other aspects of the Work, additional progress meetings can be required.

9.2 Coordination with Utilities

- A. Before the initiation of any excavation, the Contractor shall locate all existing utilities, culverts, and other structures. Work shall be coordinated with affected utility companies. Prior to excavation, the Contractor shall contact MISS UTILITY at (800) 552-7001 and comply with all MISS UTILITY requirements.
- B. All existing utilities, both public and private (including sewer, gas, water, electrical services, etc.), shall be protected and their operation shall be maintained throughout the course of the Work. Any temporary shutdown of an existing service shall be arranged by the Contractor between the Contractor and the responsible agency. The Contractor shall assume full responsibility and defend and hold the Owner harmless from the result of any damage that may occur as a result of the Contractor's activities.
- C. If any utility service is interrupted as a result of accidental breakage or of being exposed or 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.
- D. Existing facilities (such as water and sewer valves) shall be operated only by the facility owner or under the direct supervision of the facility owner's personnel. The Contractor shall inform the owner at least 48-hours in advance of the need for the operation of existing facilities.

XI. SUPERVISION

10.1 The Contractor shall supervise and direct the Work, and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Project a qualified supervisor who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be the same as if mailed to the business address of the Contractor. The supervisor or a designated representative shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. The Contractor shall notify the Owner in writing prior to any change of supervisor, and receive the Owner's approval for the replacement.

10.2 Upon notification to the Contractor, the Owner reserves the right to suspend the Work until such time as a supervisor satisfactory to the Owner is assigned to the project. Contract Time shall not be

extended for such suspension nor shall the Contractor be entitled to any additional payment of any kind whatsoever as a result of such suspended Work.

- 10.3 Any employee of the Contractor or Subcontractor who is deemed unsuitable may be removed from the job site by the Owner, provided that Written Notice and just cause is given to the Contractor. Said employee shall be removed immediately upon receipt of said Notice.

XII. UNCOVERING WORK

- 11.1 If any Work has been covered or concealed without the Owner's approval prior to being covered or concealed, the Owner may request to see such Work and it shall be exposed by the Contractor. The Contractor shall pay the cost of opening or uncovering and replacement and shall, in addition, at no cost to the Owner, make the necessary corrections to bring the Work into accord with the Contract Documents.
- 11.2 Uncovering Work shall be at the Contractor's expense unless the Contractor has given the Owner timely notice of the Contractor's intention to cover the same and the Owner has not acted with reasonable promptness in response to such notice.
- 11.3 If the Owner considers it necessary or advisable that covered Work previously approved be re-inspected or tested by others, the Contractor, at the Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time or both directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

XIII. REMOVAL OF UNACCEPTABLE WORK

- 12.1 All Work that does not conform to the requirements of the Contract Documents shall be unacceptable.
- 12.2 The Contractor shall remove or correct all unacceptable and defective Work or materials. The replacement of Work and materials shall conform to the Contract Documents or be in a manner acceptable to the Owner. The Contractor shall bear all costs of such correction and/or removal and replacement.
- 12.3 Work done contrary to or regardless of the instructions of the Owner, Work done beyond the lines shown or as directed, except as herein provided, or any extra Work done without authority, will be considered unauthorized and will not be paid for under the provisions of the Agreement. Work so done may be ordered removed or replaced at no cost to the Owner.
- 12.4 If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any surety or other party. If the Contractor does not remedy, remove, or replace the rejected or condemned Work as instructed by the Owner within the time

period stated by the Owner but in no case to exceed 30 Days after receiving written Notice, such remedy, removal, or replacement may be accomplished by the Owner at the Contractor's expense.

SUBSTANTIAL COMPLETION

- 13.1 Prior to Final Payment, but following completion of all required tests and inspections, the Contractor may request in writing that the Owner certify that the entire Project or any phase of the Project is Substantially Complete and request the Owner issue a Certificate of Substantial Completion. Within fourteen (14) working days the Owner will conduct an inspection of the Project with the Contractor and either issue a Certificate of Substantial Completion or notify the Contractor in writing of the incomplete items. The Certificate and attachments shall include the following:
- A. A listing of responsibilities for the security, operation, safety, maintenance, utilities and insurance on the substantially completed portion;
 - B. A tentative list of items to be completed or corrected prior to final payment; and,
 - C. The maximum time for items to be completed or corrected prior to final payment.
- 13.2 The Owner shall have the right to exclude the Contractor from the Project or phase of the Work certified to be Substantially Complete; however, the Owner will allow the Contractor reasonable access to complete or correct the Work.

XIV. USE OF COMPLETED PORTIONS

- 14.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of 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 by a Change Order.

XV. FINAL INSPECTION

- 15.1 Upon receiving written Notice from the Contractor that the entire Work or an agreed upon portion is complete, the Owner will make a final inspection with the Contractor, and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- 15.2 This procedure shall be repeated until all items are corrected to the satisfaction of the Owner. Only written notification to the Contractor from the Owner will constitute final acceptance of any part of the Work under the Agreement.

XVI CLAIMS

- 16.1 All claims, disputes, demands and other matters in question arising out of or relating to the Agreement or the Contract Documents, except for claims which have been waived by the Contractor's acceptance of final payment, will be addressed in accordance with the provisions of the Virginia Public Procurement Act and as stated herein; provided, however, the provisions of Section 2.2-4366 of that Act will not be applicable without the separate express written consent of the Owner.
- 16.2 Early or prior knowledge by the Owner of an existing or impending claim for damages could alter the plans, scheduling, or other action of the Owner or result in mitigation or elimination of the effect of the act objected to by the Contractor. Therefore, a written statement describing the act of omission or commission by the Owner or its agents that allegedly caused damage to the Contractor and the nature of the claimed damage shall be submitted to the Owner at the time of occurrence or beginning of the Work upon which the claim and subsequent action are based. If such damage is deemed certain in the opinion of the Contractor to result from his acting on an order from the Owner, he shall immediately take written exception to the order. Submission of a notice of claim as specified shall be mandatory. Failure to submit such notice shall be a conclusive waiver to such claim for damages by the Contractor. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

If the Contractor's claim contains data that cannot be verified by the Owner's records, the data shall be subject to a complete audit by the Owner or its authorized representative if they are to be used as a basis for claim settlement.

If the Contractor wishes to make claim for an increase in the Contract Price or Contract Time, he shall submit all supporting data to the Owner and Engineer within twenty (20) Days from the time of initial occurrence. Failure to submit such data within twenty (20) Days shall be a conclusive waiver to such claim by the Contractor.

- 16.3 All claims, disputes, and other matters relating to or arising out of the Agreement or the Contract Documents pertaining to the performance of the Work and claims in respect to changes in the Contract Price or Contract times shall be submitted to the Owner and Engineer in writing. Written Notice of each such claim, dispute or other matter shall be delivered by the Contractor to the Engineer and the Owner promptly (but in no event later than twenty (20) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the Engineer and the Owner promptly, (but not later than twenty (20) days) after the start of such occurrence or event and monthly thereafter for continuing events unless the Owner and Contractor mutually agree to extend the time required to submit the written Notice to allow for the submission of additional accurate data in support of such claim, dispute or other matter. The Owner shall submit any response to the Engineer and the Contractor within twenty (20) days after receipt of the Contractor's last submittal (unless the Owner requests reasonable additional time to evaluate the claim).

The Engineer shall render a non-binding and non-final written recommendation regarding the manner in which to resolve the dispute within twenty (20) days of receipt of the Owner's response. Engineer's written recommendation shall be used to assist the Owner and Contractor towards the expeditious and amicable resolution of their dispute.

Within ten (10) days of the delivery of Engineer's written recommendation, senior representatives of the Owner and the Contractor, having authority to settle the dispute, and the Engineer, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to

exchange relevant information and to exercise their reasonable and good faith efforts to expeditiously resolve the dispute. The Owner's and Contractor's representatives will participate in good faith during the negotiation and will each have authority to approve changes in the Contract Time and Price, if any.

In the event a mutually acceptable agreement cannot be reached through negotiation within twenty (20) days of the delivery of Engineer's written recommendation, (or mutually agreeable longer period), or if either party will not meet within ten (10) days of the delivery of said written recommendation, the Owner or Contractor may declare, by written Notice, delivered to the other party and to the Engineer, that the negotiation was unsuccessful. If Owner chooses non-binding mediation, it shall be a condition precedent to the institution of any further administrative, legal or equitable proceedings by either party.

In the event that the negotiation process is unsuccessful and upon the Owner's request that the parties participate in non-binding mediation, the parties shall endeavor to agree to a single mediator to mediate the dispute in a session not to exceed one-half day in length, unless extended by the agreement of both parties. If the parties cannot agree on a single mediator, they shall request the chief judge of the local state circuit court to designate a mediator. Unless the parties mutually agree otherwise, the mediation shall occur within ten (10) days of the mediator's selection. The costs of the mediation shall be paid by the parties on a pro rata basis.

The results of successful mediation will be implemented by a Change Order. Should the mediation be unsuccessful, it shall be terminated by written Notice to all involved by the mediator or Owner or Contractor.

- 16.4 In the event that the Owner does not elect mediation or the mediation is unsuccessful, a formal proceeding may then be instituted by either party in a forum of competent jurisdiction within the Owner's locality. The parties' Agreement, Contract Documents, and their performance obligations shall be governed, interpreted and enforced pursuant to the laws and regulations of the Owner's locality, and in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of law principles thereof.

All disputes arising out of or relating to this Agreement, the Contract Documents, or the performance obligations of the parties shall be brought in the Circuit Court or Federal Court in Virginia having jurisdiction over the location where the Work will be or has been performed. The Agreement and the Contract Documents shall be governed by, enforced and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to conflicts of law principles.

- 16.5 The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and the Contractor may otherwise agree in writing.

XVII ENGINEER'S STATUS

- 17.1 All Work shall be performed under the general observation of the Engineer (if specified in the Special Provisions, otherwise, the Owner shall serve as the Engineer at its discretion). The Contractor shall carry out the Work in accordance with the Contract Documents. The construction means, methods, techniques, sequences of procedures, and safety precautions and programs in connection with the Work shall be at the direction and the responsibility of the Contractor. The Engineer shall have authority to and shall reject any and all Work whenever it is necessary to do so in order to insure the proper execution of the Work in accordance with the Contract Documents. The Engineer

shall have no authority to approve or order changes in the Work that alter the terms or conditions of the Agreement. The Owner shall confirm by written Notice within fourteen (14) calendar Days any oral order, direction, requirement or determination.

17.2 In case of the termination of the employment of the Engineer, the Owner may appoint a capable and reputable Engineer as a replacement. The status under the Agreement of the Engineer shall be that of the former Engineer.

17.3 Approval by the Engineer of any materials, plans, equipment or drawings proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor for any responsibility for the accurate and complete performance of the Work in accordance with Contract Documents, or from any duty, obligation, performance guarantee or other liability imposed upon him by the provisions of the Agreement.

XVI. NOTICE TO COMPLY ORDER

See page 105-18.

XVII. STOP WORK ORDER

See page 105-19.

End of Section

CITY/COUNTY OF _____

NOTICE TO COMPLY

Department of _____

Pursuant to Section _____ of the Code of the City/County of _____, Virginia, as amended, a City Manager/County Administrator Designee inspected your site at _____ on _____, 20____ at _____ a.m. / p.m.

The following conditions of noncompliance were noted:

- SILT FENCE DOWN
- DISTURBED AREAS NOT STABILIZED
- SEDIMENT TRAPPING DEVICES NOT INSTALLED PROPERLY
- TRACKING ON PUBLIC ROAD
- OTHER: _____

The following corrective measures are needed to bring you into compliance:

- _____
- _____
- _____
- _____

These measures are to be completed before _____, 20____.

Notice ordered by _____, on _____, 20____.
(Designee of City Manager/County Administrator)

Hand Delivered _____ Certified Mail _____

If you have any questions, please call _____.
(Telephone number)

CITY/COUNTY OF _____

STOP WORK ORDER

Permit Number _____

Date _____

Department of _____

Pursuant to Section _____ of the Code of the
City/County of _____, Virginia, as amended, a substantial
Code violation exists at _____. You are
hereby notified that further Work at this location must be

IMMEDIATELY DISCONTINUED

Corrective Measures Required:

Ordered by: _____, on _____, 20____.
(Designee of City Manager/County Administrator)

Notice served to _____, on _____, 20____.

Stop Work Order in Effect Until _____

(Signature of Enforcement Officer)

SECTION 106

CONTROL OF MATERIAL

I. TESTS AND INSPECTIONS

- 1.1 All material and workmanship shall be subject to inspection, examination and test by the Owner at any time during manufacture and/or construction. The Owner shall have the right to reject defective material and workmanship or require their correction.
- 1.2 The Contractor shall provide at its expense the testing and inspection services required by the Contract Documents. The Owner will provide at his expense all inspection and testing services not required by the Contract Documents; provided, however, the Contractor will be responsible for the payment of all failing tests.
- 1.3 The Contractor shall furnish promptly without additional charge all reasonable facilities, labor, and materials, necessary and convenient for making such tests as may be designated in the Contract Documents. The Contractor shall work with the Owner and the Engineer in scheduling and coordinating Owner provided testing or inspection services.
- 1.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public body having jurisdiction require any Work (or part thereto) specifically to be inspected, tested, or approved by someone other than the Owner, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish the Owner the required certificates of inspection, or approval. The Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the Owner's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.
- 1.5 Inspections, tests or approvals by the Owner shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 1.6 The failure of the Owner to reject or condemn materials and workmanship not conforming to the Contract Documents shall not 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 or of the expiration of any applicable statutory limitation period for legal actions for Contractor default from recovering damages for work not in accordance with the Contract Documents.

II. LABOR, MATERIALS AND EQUIPMENT

- 2.1 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 2.2 Unless otherwise specified, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances,

fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

- 2.3 All materials and equipment shall be of good quality and new (manufactured within two [2] years of the Bid date), except as otherwise provided in the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.
- 2.4 It shall be the responsibility of the Contractor to legally dispose of all excess material at his expense unless otherwise indicated on the Drawings and/or noted in the Specifications.
- 2.5 No material that is not required for the Work on this Project may be stored on site or within the Project boundaries or on land designated for Project use, unless approved by the Owner in writing prior to placement.

III. WORK BY OWNER

- 3.1 The Owner may perform other work related to the Project at the site by the Owner's own forces, have other work performed by utility owners, or let other direct contracts for Work at the site. If the fact that such other work is to be performed was not noted in the Contract Documents, Written Notice will be given to the Contractor prior to starting any such other work.

End of Section

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

I. PERMITS AND REGULATIONS

- 1.1 The Contractor shall procure all permits and licenses pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work except those provided by the Owner, and specified in the Special Provisions.
- 1.2 The Contractor shall be fully responsible for knowledge of and shall abide by each and every law, rule or regulation of all public bodies having political jurisdiction over the Project and in force at the time of the Contract; including, the safety of persons or property and the protection of persons and property from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection and hold harmless the Owner and its agents, officers, or employees against any claim for liability arising from or based on any violation, whether by himself, his agents, his employees or subcontractors. If the Contractor observes that the Contract Documents are at variance with any such law, 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 Agreement 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. The Contractor shall not be entitled to claim any damages for delay occasioned by compliance with such laws. Where such laws are changed during the course of the Agreement, and where such changes create additional costs to the Agreement or affect the time of the Agreement, such changes shall be made effective through Change Orders prepared in accordance with the Contract Documents.
- 1.3 The Contractor shall comply fully with the U.S. Department of Labor Safety and Health Regulation promulgated under the Occupational Safety and Health Act of 1970, as amended, and under Section 107 of the Contract Work Hours and Safety Standards Act, as amended. The Contractor shall also comply fully with the Overhead High Voltage Act as set forth in Chapter 30, Title 59.1 of the Code of Virginia; Subpart P - "Elevations, Trenching and Shoring", of the Virginia Occupational Safety and Health Standards for Construction Industry; the Virginia Confined Space Standard 1910.146 of the Virginia Occupational Safety and Health Standards for General Industry; and the "Underground Utility Damage Prevention Act" as set forth in Chapter 10.3, Title 56 of the Code of Virginia, 1950, as amended. The above listing of safety laws and regulations is for informational purposes and in no way alters or limits Contractor's responsibility to comply with the safety laws of all public bodies having jurisdiction as set forth in Section 107-1.2 above.

II. LAND, EASEMENTS, AND RIGHTS-OF-WAY

- 2.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land, easements, and rights-of-way necessary for carrying out and for the completion of the work to be performed and pursuant to the Contract Documents, unless otherwise specified herein or otherwise mutually agreed. A land surveyor licensed in the Commonwealth of Virginia must perform the layout. 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.

- 2.2 The Owner shall provide to the Contractor information that delineates and describes the lands owned, rights-of-way, or easements acquired, and permits obtained.
- 2.3 The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. The Contractor shall not use private property in connection with the Work unless prior written permission is obtained from the property owner. A copy of the written permission indicating the name, address, and phone number of the property owner shall be furnished to the Owner. Upon completion of the use of the property, the Contractor shall also furnish the Owner a release signed by the property owner indicating that the property has been satisfactorily restored.
- 2.4 The Contractor shall acquire all necessary and appropriate Permit(s) from the locality, VDOT, or both, for entrance(s) to off-site storage or lay-down yard(s) and shall abide by all conditions required by the Permit. The Contractor shall be solely responsible for all costs incurred in acquiring the Permit and all costs associated with the efforts necessary to comply to Permit requirements.

The Contractor shall utilize the most direct means of access to the Work area and shall not access the Work area through adjacent neighborhoods, parking areas, etc. Any and all damages to adjacent areas resulting from the Contractor's activities shall be the sole responsibility of the contractor and shall be repaired at the Contractor's expense, to the complete satisfaction of the Owner, locality/VDOT, and the affected property owner(s).

III. PROTECTION OF WORK, PROPERTY & PERSONS

- 3.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. 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.
- 3.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, and shall notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone for whose acts any of them will be liable.
- 3.3 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
- 3.4 In accordance with generally accepted construction practices, and the requirements of OSHA, the Contractor shall be solely and completely responsible for conditions of the Project site. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall comply with Federal and State safety regulations, at the site of the Work and provide such equipment and medical facilities as necessary to supply first aid service to anyone who may be

- injured. The Contractor shall promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site and which caused death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accidents shall be reported immediately to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts, in writing, to the Owner.
- 3.5 Until final acceptance of the Work by the Owner, the Contractor shall have charge and care thereof and shall take every precaution against damage to the Work or to any part thereof by action of the elements or from any other cause whether installed, in storage, or off-site. 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 and environmental control and drainage control, 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, seedings, and soddings furnished under the Contract and shall take adequate precautions to protect new tree growth and other important vegetation against damage.
- 3.6 Emergency traffic such as police, fire and disaster units shall be provided reasonable access to the work area at all times. The Contractor shall coordinate partial or full street closures with all emergency services, such as police, fire and disaster units, and shall bear the responsibility of notification to same of all closures, blockages and re-openings.
- 3.7 The Contractor shall, during the progress of the 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.
- 3.8 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 days after delivery of notice to do so to the Contractor and deduct the cost from any monies due the Contractor.
- 3.9 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 Contract Documents. The Contractor shall use suitable precautions to prevent damage to such property.
- 3.10 When the Contractor finds it necessary to enter on private property, he shall secure from the property owner or lessee a written permit for such entry prior to moving thereon. An executed copy of this permit shall be furnished to the Owner.
- 3.11 The Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final

acceptance of the Project.

- 3.12 When direct or indirect damage is done to property by or on account of any act, omission, neglect or misconduct in the method of executing the Work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore such property to a condition substantially equal to that existing before such damage was done by repairing, rebuilding or restoring, as may be directed by the Owner, or making settlement with the property owner. The Contractor shall secure from the property owner a release from any claim against the Owner without additional compensation therefor. A copy of this release shall be furnished to the Owner.
- 3.13 All property boundary markers shown on the Drawings or discovered during the course of construction shall be protected. All property boundary markers disturbed due to construction activities shall be replaced by the Contractor at no expense to the Owner. Property boundary markers shall be restored by a surveyor licensed in the State of Virginia and all restored property boundary markers shall be shown on the Record Drawings.
- 3.14 The Contractor shall employ a licensed Plumbing Contractor, who shall obtain the necessary permits and shall do all Work on private property in accordance with the International Plumbing Code, latest edition. The Owner will obtain the permission of the property owner to work on private property. No payment will be made for work done on private property until all restoration work is complete to the satisfaction of the Owner and the homeowner.
- 3.15 The Contractor will notify the affected property owners, in writing _____ Days prior to commencement of Work. "Affected Property Owners" shall be those property owners whose properties are affected by construction on the Project in the following manner: (i) restrained access to and from residences and business locations; (ii) interference with the right to enjoy one's residence or business free of disturbing and unusual environmental changes as a result of the Project, such as excessive noise, dust, light, as well as unusual working hours and odors; and (iii) the relocation of personal property, such as trees, shrubs, plants and flowers, play equipment, portable buildings, fences and automobiles, which must be moved as a result of the Project. Such Notice shall be deemed properly given if mailed by first class, postage prepaid, to the address for the property owners shown in the local tax records.
- 3.16 It shall be the Contractor's paramount responsibility to additionally notify each residence and business that construction adjacent to their property is imminent. This notification will be given and noted no less than 48 hours prior to Work commencing adjacent to the affected property. The Notice from the Contractor shall be written and may be hand delivered to each affected residence and business. A separate Notice shall be delivered each time the entrance to each residence and business will be blocked or inaccessible.
- A. If this Notice is mailed, time is to be allowed such that receipt by the addressee is at least 48 hours prior to Work commencement. Such Notice shall be deemed properly given if mailed by first class, postage prepaid, to the address for the property owners shown in the local tax records. A duplicate copy of each mailed Notice is to be forwarded to the Owner.
- B. If this Notice is hand delivered, a duplicate copy of each Notice is to be forwarded to the Owner indicating the date of delivery and if personal contact was achieved.

IV. ENVIRONMENTAL STIPULATIONS

- 4.1 Any cost associated with violations of the law including, but not limited to, remediations, clean up cost, 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, sub-consultants, or any other persons, corporations or legal entities retained by the Contractor for this Agreement, shall be paid by the Contractor.

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

4.2 Pollution:

A. Water

The Contractor must comply with Section 531 – Contaminated Groundwater Management, and 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 to 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 effluence 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 non-erodible 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 or chemical that reaches or has the potential to reach a waterway, he shall immediately notify all appropriate jurisdictional state and federal agencies 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.

1. All waste materials, including but not limited to excavated materials, demolished pavement, arboreal (landscaping) waste and other debris, that are not suitable for project related purposes (e.g. backfill) or are surplus to the needs of the project, both as determined by the Owner, shall become the property of the Contractor. The Contractor shall legally dispose of all such material in accordance with his accepted Disposal Plan at no additional cost to the Owner.
2. The Contractor shall submit a Disposal Plan for review and acceptance by the Owner

prior to performing any Work that might generate waste materials. The plan shall include a complete description of the materials that are expected to be encountered and their proposed disposal site(s). The Contractor may change his Disposal Plan only by written notice to the Owner. The acceptance of a plan and/or any related notice to the Owner must be evidenced by a written response from the Owner.

3. The Contractor shall insure that all permits related to his disposal operations have been obtained, and the Contractor shall comply with all requirements of those permits. The Contractor shall show evidence that all required permits have been obtained for all disposal sites by submitting a copy of all such permits to the Owner as part of the Contractor's Disposal Plan.

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 shall be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of false-work, 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 State Water Control Board, 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.

When a live watercourse must be crossed by construction vehicles more than twice in any six month period, a temporary vehicular stream crossing constructed of non-erodible material shall be provided.

Contractor shall comply with all provisions of the latest edition of the Virginia Erosion and Sedimentation Control Handbook.

B. Air

The Contractor shall comply with the provisions of the State Air Pollution Control Law and Rules of the State Air Pollution Control Board, including notifications required therein.

Burning shall be performed in accordance with applicable local laws and ordinances and under the constant surveillance of watchpersons. 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.

Asphalt mixing plants shall be designed, equipped, and operated so that the amount and quality of air pollutants emitted will conform to the Rules of the State Air Pollution Control

Board.

Emission standards for asbestos incorporated in the EPA's National Emission Standards for Hazardous Air Pollutants apply to the demolition or renovation of any institutional, commercial, or industrial building, structure, facility, installation, or portion thereof that contains friable asbestos.

C. Noise

The Contractor's operations shall be performed so that exterior 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 ten (10) feet of a noise-sensitive 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.

The Owner may monitor construction-related noise. If construction noise levels exceed the specified limits, 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.

The Owner may prohibit or restrict to certain portions of the project any work that produces objectionable noise between 9 P.M. and 7 A.M. 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.

D. Forest Fires

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. For fires originating by no fault of the Contractor, the Contractor may negotiate with the proper forest official for compensation for such labor, tools, or equipment.

4.3 Archeological, Paleontological, and Rare Mineralogical Findings:

In the event of the discovery of prehistoric ruins, Indian or early settler sites, burial grounds, skeletal remains, relics, artifacts, fossils, stone tools, 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. 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. However, no adjustment in Contract Price nor Time will be allowed for delays that do not exceed 2 working days from the time the Contractor is notified to stop work.

4.4 Siltation and Erosion Control/Erosion & Sediment Bond:

Each Bidder shall submit a letter of certification from their surety that an Erosion and Sediment Control Surety Bond in the amount indicated in Section 102 – Invitation for Bids, will be issued if the Bidder is awarded the contract. Excavation shall be done in such a manner that there are no violations of the State of Virginia “Erosion and Sediment Control Handbook.”

V. TEMPORARY FACILITIES

5.1 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 any governing body and regulatory agency having jurisdiction.

5.2 The Contractor shall pay for and furnish temporary facilities (such as light, power, and water) complete with connecting piping, wiring, lamps, and similar equipment as necessary. The Contractor shall install, maintain, and remove temporary facilities upon completion of the Work. The Contractor shall obtain all permits and bear all costs in connection with temporary facilities at no expense to the Owner. The use of temporary facilities shall be in compliance with the requirements of the facility owner.

5.3 The Contractor shall provide at least one self-contained single-occupant toilet unit of the chemical, or aerated recirculation type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Unit shall be emptied and serviced regularly

VI. EMERGENCIES

6.1 In emergencies affecting the safety of persons, or the Work, or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Owner prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement between the Owner and the Contractor, and a Change Order shall be issued to document the changes.

VII. WARRANTY AND GUARANTEE

7.1 The Contractor shall warrant and guarantee to the Owner that all Work is in accordance with the Contract Documents and is not defective. Prompt notice of all defects shall be given to the Contractor. The Contractor shall promptly correct all defective Work performed and replace defective materials or items found deficient during the final inspection, in a manner satisfactory and at no additional cost to the Owner for a period of one (1) year following the date of Substantial

Completion; provided, however, if the local ordinances or code regarding warranties and guarantees, or if any provision in the local ordinances or code regarding the timing of performance or defect bonds conflicts with such one (1) year period, the local ordinance or code shall control. This warranty and guarantee shall not operate as a waiver of any of the rights and remedies of the Owner for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

- 7.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Article, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such corrections or removal and replacement has been satisfactorily completed. Repetitive malfunction of an equipment or product item shall be cause for replacement and an extension of the correction period to a date one (1) year following acceptable replacement. A repetitive malfunction shall be defined as the third failure of an equipment or product item following original acceptance.
- 7.3 If the Contractor does not promptly correct the defective Work or replace defective materials, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs of such removal and replacement shall be paid by the Contractor.
- 7.4 Certain equipment or items may be required in the Contract Documents to be warranted for periods longer than one year.
- 7.5 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents or by Change Order.

VIII. OPENING SECTIONS OF PROJECTS TO TRAFFIC

- 8.1 When specified in the Contract or when directed by the Owner, certain sections of the Work may be opened to traffic.
- 8.2 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 by Change Order. Repair of slides and repair of damage attributable to traffic will be compensated for by Change Order. The cost of all other repairs shall be borne by the Contractor.
- 8.3 On any section of the Work opened by the 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 by Change Order.
- 8.4 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.

IX. NO WAIVER OF LEGAL RIGHTS

- 9.1 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. The Owner reserves all rights, privileges, immunities and defenses available to it at law.

End of Section

SECTION 108

PROSECUTION AND PROGRESS OF WORK

I. PATENT FEES AND ROYALTIES

- 1.1 The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others
- 1.2 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, the Engineer, the Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

II. TAXES

- 2.1 The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the Project that are applicable during the performance of the Work. (The Contractor may apply to the Virginia Department of Environmental Quality for tax exempt status for certain wastewater products.)

III. NOTICE TO PROCEED

- 3.1 Written Notice to Proceed will be given after the Agreement has been executed and the required Bid Security and insurances have been filed with and approved by the Owner.
- 3.2 The Contractor shall notify the Owner and all other governing bodies having jurisdiction, of the time and location that Work will begin at least 48 hours prior to beginning Work.

IV. PRE-CONSTRUCTION CONFERENCE

- 4.1 Within ten (10) Days of the Effective Date of the Agreement, a conference attended by the Contractor, the Owner, and others as appropriate will be held to discuss the Project, and to discuss procedures relating to Shop Drawings, submittals, Applications for Payment, and other Project issues, and to establish a working relationship among the parties as to the Work.

V. CONSTRUCTION PROGRESS SCHEDULE

- 5.1 Within ten (10) Days after the Effective Date of the Agreement, the Contractor shall submit a written schedule to the Owner showing the proposed order of Work and indicating the time required for completion of major items of Work. This schedule shall take into account the passage or handling of traffic with the least practicable interference and the orderly, timely and efficient prosecution of the Work. The schedule will be used as an indication of the sequence of the major construction operations and as a check on the progress of the Work.

- A. A construction schedule in the form of a critical path shall be submitted to the Owner as part of the submittal process prior to beginning construction and shall be updated when duration or sequencing changes.
 - B. The Owner reserves the right to audit all reports and schedules. For cost-reimbursement contracts, change orders issued for fixed priced contracts or other contracts in excess of \$10,000, which include the provisions of services, the Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment or until audited by the Owner or designee, whichever is sooner. The Owner and its authorized agents shall have full access to and the right to examine and duplicate any of said materials during said period.
- 5.2 The Contractor shall update the progress schedule monthly to reflect any schedule changes required to complete the remaining Work in accordance with the requirements of the Contract Documents. The updated schedule shall be submitted to the Owner for acceptance with the monthly application for progress payment; no payment will be made if the updated schedule is not submitted. All proposed adjustments in the progress schedule shall generally conform to the progress schedule then in effect and will comply with any provisions of the general requirements applicable thereto.

VI. SUBCONTRACTS

- 6.1 Except as otherwise noted, contract Work, the cost of which is at least fifty percent (50%) of the total Contract Price shall be performed by the Contractor's own organization.
- 6.2 No part of the Work shall be transferred or subcontracted without prior written consent of the Owner, and no such consent or approval shall release the Contractor from any obligations to the Owner or persons employed by the Subcontractors, or to those supplying materials to the Subcontractors.
- 6.3 The Contractor agrees that it is as fully responsible to the Owner for the acts and omissions of its Subcontractors and persons either directly or indirectly employed by the Subcontractors as it is for the acts or omissions of persons directly employed.
- 6.4 Nothing contained in the Agreement shall create any contractual relation between any Subcontractor and the Owner.

VII. COMMENCEMENT AND PROSECUTION OF WORK

- 7.1 The Contractor shall commence Work within ten (10) Days of the date specified in the Notice to Proceed. Time being of the essence of this Project, the Contractor shall prosecute the Work diligently, using such means and methods of construction as will secure its full completion within the time period specified in the Agreement. No Work shall be done at the site prior to the date specified in the Notice to Proceed.
- 7.2 The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work as specified in the Agreement is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Project.
- 7.3 The Contract Time will commence on the date indicated in the Notice to Proceed.

- 7.4 Once the Contractor has commenced Work, it shall be prosecuted continuously and to the fullest extent possible except for interruptions caused by delays authorized or ordered by the Owner by a Change Order or by weather.

Contractor agrees that it will make no claim for increased Contract Price or extended Contract Time arising from delay except by request for a Change Order as set forth below. The Contract Time may be extended and/or Contract Price may be increased by Change Order if the Owner determines that:

- A. the Contractor is delayed in the progress of Work by any act or omission of the Owner or the Engineer, or by any separate contractor employed by the Owner, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of nature;
 - B. such delay affects the overall completion of the Work;
 - C. the Contractor gives written Notice to the Owner within 48 hours of the start of the occurrence, stating the cause of the potential delay and estimate of the possible Contract Time extension involved; and
 - D. the Contractor gives written Notice to the Owner of any actual Contract Time extension and/or Contract Price increase requested as a result of the aforementioned occurrences within 10 days after the delay has been remedied.
- 7.5 Gifts, gratuities, or favors shall not be given or offered by the Contractor to personnel of the Owner.
- 7.6 The Contractor shall not employ any personnel of the Owner or the Engineer for any services without the prior written consent of the Owner.
- 7.7 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.
- 7.8 Equipment shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of Work. Equipment and the Contractor's methods and means 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.

VIII. SUSPENSION OF WORK

- 8.1 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor. Such Notice shall specify the date on which Work shall be resumed and the Contractor shall resume the Work on the date so specified. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes a claim in accordance with the Contract Documents, except that no such increase or extension shall be allowed if the suspension was due to a failure by the Contractor to perform the Work in accordance with the Agreement.

- 8.2 The Owner may decline to approve or, because of subsequently discovered evidence, nullify the whole or part of any Application for Payment to such extent as may be necessary to protect the Owner from loss on account of:
- A. Defective Work not remedied;
 - B. Claims filed or reasonable evidence indicating probable filing of claims against the Contractor;
 - C. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
 - D. A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - E. Failure to maintain (each month) the record set of drawings and specifications, or a failure to provide the Owner record drawings and specifications within 30 calendar days from the date of the Certificate of Substantial Completion;
 - F. Failure to periodically remove and dispose of accumulated debris, rubbish, and discarded/damaged materials;
 - G. Persistent failure to carry out the Work in accordance with the Contract Documents;
 - H. A reasonable doubt that the Work will be completed within the Contract Time.
- 8.3 When the above grounds are resolved to the satisfaction of the Owner, payment shall be made for amounts withheld therefore.

IX. TERMINATION OF AGREEMENT

9.1 Termination for the Convenience of the Owner

The performance of Work under this Agreement may be terminated by the Owner in accordance with this section in whole, or in part(s), whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Owner, the Contractor shall:

- A. Stop Work under the Agreement on the date and to the extent specified in the notice of termination.
- B. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement that is not terminated.
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.

- D. Assign to the Owner, and as directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The Owner shall have the right and discretion to settle or pay any and all claims arising out of the termination of such orders and subcontracts.
- E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner. This approval or ratification will be final for all purposes of this section.
- F. Complete performance of that Work which was not terminated by the Owner.
- G. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the Owner has, or may acquire, an interest.
- H. Within 30 Days after the receipt of the Notice of termination, the Contractor may submit a list to the Owner for approval, certified as to quantity and quality of any or all items of, inventory not previously disposed of, exclusive of items, the disposition of which has been directed or authorized by the Owner, and may request the Owner to remove such approved items or enter into a storage agreement covering the same. Not later than 15 Days thereafter, the Owner will accept title to such approved items and remove them or enter into a storage agreement covering same. The list submitted shall be subject to final verification by the Owner upon removal of the items, or if the items were stored within 45 Days from the date of submission of the list. Any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- I. Within 30 Days after receipt of the notice of termination, the Contractor shall submit to the Owner his termination claim. Such claim shall be submitted in writing. Upon failure of the Contractor to submit its termination claim within the time allowed, the Owner may, at its discretion, reject such termination claim. Such termination claim shall include the cost of the following:
 - 1. The cost of supplies accepted by the Owner and not previously paid for by the Owner, appropriately adjusted for any saving of freight or other charges.
 - 2. The cost incurred in the performance of the Work terminated, including Initial cost and preparatory expense allocable thereto, but exclusive of any cost attributable to supplies paid or to be paid for by the Owner.
 - 3. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders which are properly chargeable to the terminated portion of the Agreement, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by Subcontractors or vendors prior to the effective date of notice of termination and previously paid for by the Owner.
 - 4. A reasonable amount of profit or commission, which will be determined based on the Project's specific overhead and expense data at the rate computed in the original Contract Price or, at the discretion of the Owner, as determined by an audit. The cost of the audit will be borne by the Contractor.

5. Cost of reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this termination portion of the Agreement.
6. The total sum to be paid to the Contractor shall not exceed the Contract Price as reduced by the amount of payments previously made and its further reduced by the Contract Price of Work not terminated. Said total sum shall also be reduced by the reasonable value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to a buyer.

9.2 Termination with Cause/Default

In the event that the Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the Owner may give the Contractor written Notice of such default by certified mail/return receipt requested at the address set forth herein.

Unless otherwise provided, 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 Owner may immediately cancel and terminate this Agreement 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 this Agreement, and turn over to the Owner any Work in process for which payment has been made.

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

9.3 Contractor's Right to Terminate the Agreement

Should the Work be stopped for a period of 90 Days or more, through no fault of the Contractor, or should the Owner fail to pay the Contractor any payment within a reasonable length of time after said payment shall become due, the Contractor may, upon seven (7) Days written notice to the Owner, stop Work, or terminate the Agreement and recover from the Owner payment for all Work executed, plus any loss actually sustained, plus reasonable profit and damage; provided, however, the total recovery from Owner shall not exceed the Contract Price.

X. LIQUIDATED DAMAGES

- 10.1 It is mutually understood and agreed by and between the Contractor and Owner that in the execution of the Work, time is an essential element of the Agreement, and it is important that the Work proceed vigorously to completion.
- 10.2 The Owner has the right to deduct any liquidated damages from any money in the Owner's hands, otherwise due, or to become due, to the Contractor, and to sue for and recover any additional compensation for damages for non-performance of the Work or failure to complete the Work within the Contract Time.
- 10.3 The assessment of liquidated damages for failure to complete the Work within the Contract Time shall not constitute a waiver of the Owner's right to collect any additional damages that the Owner may sustain by failure of the Contractor to carry out the terms of the Agreement.

10.4 In the event of delay in the completion of the Work as specified beyond the Completion Date as adjusted by Change Orders, it would be difficult to determine the exact amount of the loss or damages suffered by the Owner due to delays in completion of the Agreement. Therefore, for every - Day of delay past Completion Date of this Agreement as adjusted by Change Orders, the Contractor and the Contractor’s Surety will be liable to the Owner, as liquidated damages for delay and not as a penalty, in the sum designated in Section 102, III. Bid Form, and in paragraph H of the Agreement between Contractor and Owner as set forth in Section 103, for each and every calendar Day the Contractor shall be in default, as follows:

- A. If Substantial Completion has not been achieved by the scheduled Substantial Completion date, the Substantial Completion liquidated damages shall accrue each Day until Substantial Completion is achieved.
- B. If Substantial Completion has been achieved but Final Completion has not been achieved by the Final Completion date, Final Completion liquidated damages shall accrue each Day until Final Completion is achieved.
- C. If Substantial Completion is not achieved by the time of Final Completion then liquidated damages for both Substantial and Final Completion shall run concurrently until Substantial Completion is achieved.
- D. The scheduled Final Completion date shall not be extended, in any case, solely because Substantial Completion was not achieved by the scheduled Substantial Completion date.
- E. This paragraph will not apply to delays in completion of the Work due to acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather, provided, that the Contractor shall, within five (5) Days from the end of the month in which such delay occurred, notify the Owner in writing of the causes of delay and the facts relating thereto; and, provided that such delay occurs prior to the Substantial Completion date or, if Substantial Completion has been achieved, such delay occurs prior to the Final Completion date. Failure to provide such notice shall preclude the Contractor from claiming that delays resulted from the acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather.
- F. Nothing in the above clause shall be interpreted as limiting in any way, the Owner’s right to proceed against the Contractor for additional damages or losses. Liquidated damages are for delay only and are in addition to any other rights available to the Owner by contract or law. To the fullest extent permitted by Laws and Regulations, the Contractor shall waive any defense as to the validity of such liquidated damages as set forth herein on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

10.5 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 workdays during a calendar month, which number exceeds the number of workdays listed below for that calendar month. Delays will only be allowed for the amount of lost work days in excess of the following:

| | | | |
|----------|---|-----------|---|
| January | 6 | July | 4 |
| February | 4 | August | 3 |
| March | 4 | September | 3 |

| | | | |
|-------|---|----------|---|
| April | 3 | October | 3 |
| May | 4 | November | 3 |
| June | 4 | December | 5 |

10.6 The Contractor shall anticipate the potential loss of the number of workdays listed above for each calendar month due to weather, and shall schedule the Work accordingly. Any schedules submitted shall include the above number of days each month as lost days. The Owner shall determine, upon examination of submitted evidence, whether or not weather prevented the Contractor from performing Work on the days claimed by the Contractor. The Owner's determination shall be final and binding upon the parties.

10.7 The Work shall be considered complete when the following criteria have been met; all items of the Work have been constructed, inspected and accepted by the Owner and further that all punch list items have been corrected and the Owner has issued a letter of acceptance.

XI. SEPARATE CONTRACTS BY OWNER

11.1 The Owner reserves the right to award other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of this Agreement. The Contractor shall afford other separate Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor shall take all reasonable action to coordinate its Work with theirs. If the work performed by the separate Contractor is defective or so performed as to prevent the Contractor from performing the Work, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to perform Work under the Agreement, and appropriate extensions of time and change orders will be given to the Contractor, pursuant to the Agreement, to compensate for any delays and extra costs caused by separate Contractor's performance.

XII. INDEMNIFICATION

12.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, the Engineer, the Engineer's Consultants and officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act, errors, omissions, recklessness, or intentionally wrongful conduct of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by a person or entity indemnified hereunder. This paragraph shall not require indemnification for a particular claim, cost, loss, or damage to the extent caused by or resulting solely from the negligence of the Owner, its agents, or employees.

12.2 In any and all claims against the Owner or any of the Owner's consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation

on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

- 12.3 The indemnification obligations of the Contractor shall not extend to the damages caused by the Owner and the Owner's consultants, officers, directors, employees or agents resulting from the negligent preparation or approval of, Drawings, or Specifications.

End of Section

SECTION 109

MEASUREMENT AND PAYMENT

I. MEASUREMENT AND PAYMENT PROCEDURES

1.1 General

- A. Measurement will be made on the basis of completion of the Work in accordance with the Contract Documents and the appropriate specification section.
- B. Measurement of quantities will be made by the Contractor in the presence of the Owner. The methods of measurement and computations used in determination of quantities of materials furnished and installed shall be those generally recognized as conforming to good engineering practice.
- C. The term "Complete in Place" will mean that the item of Work shall be furnished and installed in accordance with the Contract Documents complete with all appurtenances necessary for the item to be used for its intended function. Testing and acceptable results shall be included.
- D. Linear foot and vertical foot measurements shall be measured along the horizontal plane of the ground or paved surface.
- E. Area computations shall be made on the surface. Pay measurements for area computations will not exceed plan dimensions as shown on the Drawings, unless otherwise approved by the Owner in writing.
- F. No payment will be made for length, width, or depth, in excess of that shown on the Drawings or specified in the Specifications for any construction, unless otherwise approved by the Owner in writing.
- G. The term "Each" when used as an item of payment will mean complete payment for the Work described in the Contract Documents.
- H. The word "Lump Sum" when used as an item of payment will mean complete payment for Work described in the item, including all materials, labor, and equipment necessary to complete the Work in accordance with the Contract Documents.
- I. Quantities will be measured and paid for in accordance with one of the following methods, and as specified on the Bid form

1.2 Incidental Items

- A. There are numerous incidental items of Work that are required to complete the Project. While these items may not be specifically mentioned or illustrated by the Contract Documents and there may be no specific pay items listed for them, the Contractor will be required to perform those incidental tasks that can be anticipated through inspection of the Contract Documents, inspection of the construction area, and experience in this class of construction.

B. Items considered incidental Work shall not be measured for payment or paid for as such unless specified as unit price by items on the Bid form. These items and their costs shall be included in the unit prices or lump sum Bid for the pay items unless Bid separately. Incidental items include but are not limited to the following:

1. Allaying dust and mud
2. Clearing and grubbing
3. Construction entrances
4. Contaminated groundwater management
5. Daily cleanup
6. Drainage feature restoration including culvert end-walls, swales, and paved swales
7. Excavation and dewatering
8. Final surface restoration
9. Fittings and Restrained Joints
10. Furnishing, hauling, placing, manipulating, and compacting material
11. Location of existing utilities
12. Material royalties
13. Minor relocation of buried cables, water lines, sewer lines, or similar utility lines 2 inches and smaller in diameter
14. Offsite disposal of excess excavated, surplus and remnant excavated materials
15. On-site manufacturer or representative services
16. Pavement marking
17. Permits, unless provided by the Owner
18. Protection of existing utilities and other facilities
19. Removal and replacement of existing signs, fences, mail boxes, and similar existing improvements
20. Shoulder tie-in to restored pavement
21. Site restoration and cleanup
22. Site security
23. Stakeout and surveying
24. Traffic control
25. Top soil and seeding
26. Record Drawings

1.3 Schedule of Values for Lump Sum Bid Items

- A. Within fourteen (14) Days after the Effective Date of the Agreement, the Contractor shall submit a schedule of values for all of the Work which shall include quantities and prices of items aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work.
- B. The Owner shall review the schedule and shall respond in writing to the Contractor within ten (10) Days either approving or disapproving the schedule. If the schedule of values is disapproved, the Contractor shall resubmit the schedule with revised value or additional substantiating data and the Owner shall either approve or disapprove the revised schedule

within ten (10) Days. No payments shall be processed or approved until the schedule of values is approved by the Owner.

- C. The Contractor shall include Erosion and Sedimentation Maintenance Line Item in the Schedule of Values.

1.4 Application for Progress Payment by Contractor

- A. Unless otherwise provided in this Section, the Owner shall make monthly progress payments to the Contractor on the basis of a duly certified and approved Application for Payment for Work performed during the preceding calendar month as approved by the Owner.
- B. At least ten (10) Days before each partial progress payment (but not more often than once a month), the Contractor shall submit to the Owner an Application for Payment filled out and signed by the Contractor for the Work completed during the period covered by the partial progress payment estimate and supported by such data as is required by the Contract Documents.
- C. The schedule of values for lump sum items established as provided in Section 109-1.2 shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to the Owner.
- D. Up to date Record Drawings, as described in Section 105.V, shall be submitted with monthly invoices.

1.5 Payment for Material on Hand

If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by a bill of sale, invoice or other instrument documenting that the materials and equipment are free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance, all of which will be satisfactory to the Owner. The Owner, at its sole discretion, may not pay for stored materials without prejudice and without cause.

1.6 Review of Applications for Progress Payments

- A. The Owner shall, within ten (10) Days after receipt of each Application for Payment, make such investigations as deemed necessary to verify the accuracy of the Application for Payment and either accept the application as accurate and suitable for payment or return the Application to the Contractor indicating in writing the Owner's reasons for refusing payment. If payment is refused, the Contractor shall make the necessary corrections and resubmit the Application and the Owner shall have an additional ten (10) Days after receipt of the corrected Application for Payment from the Contractor to determine whether this Application is accurate and suitable for payment.
- B. The Owner shall, within 30 Days after acceptance of the Application for Payment, make payment to the Contractor. The Owner may refuse to make payment of the full amount because claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work, or because Liens have been filed in connection with the Work, or because there are other claims entitling the Owner to a set-off against the payment. The Owner shall give the Contractor immediate written Notice stating the reasons for its failure to make payment.

- C. The Owner may also refuse to make payment of the full amount because there are other items entitling the Owner to retain set-offs from the amount recommended, including but not limited to:
1. Owner compensation to the Engineer for actual costs for extra personnel hours for labor plus expenses because of the following Contractor caused events:
 - a. Witnessing re-testing of corrected or replaced defective Work.
 - b. Return visits to manufacturing facilities to witness factory testing or re-testing.
 - c. Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby.
 - d. Overtime worked by the Contractor necessitating the Engineer, Resident Project Representative (and support staff, if any), to work overtime.
 2. Liability for liquidated damages incurred by the Contractor as set forth in the Agreement.
 3. Loss to Owner caused by Contractor acts or omissions including, but not limited to:
 - a. Defective Work not remedied;
 - b. Claims filed or reasonable evidence indicating probable filing of claims against the Contractor;
 - c. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
 - d. A reasonable doubt that the Project can be completed for the balance then unpaid;
 - e. Failure to maintain (each month) the record set of Drawings and Specifications. Failure to provide the Owner with record Drawings and Specifications within thirty (30) calendar Days from the date of the Substantial Completion;
 - f. Failure to periodically remove and dispose of accumulated debris, rubbish, and discarded/damaged materials;
 - g. Persistent failure to carry out the Work in accordance with the Contract Documents;
 - h. A reasonable doubt that the Work will be completed within the Contract Time.
 4. Failure of the Contractor to submit an updated progress schedule or other required supporting documentation (if requested by the Owner) to the Owner with the monthly application for progress payment.

1.7 Retained Funds

- A. The Owner shall retain ____percent (%) of the total amount of each partial progress payment to assure faithful performance of the Agreement by the Contractor. The Owner will release all retainage upon Final Payment.
- B. Pursuant to and in accordance with Section 2.2-4334 of the Code of Virginia, the Contractor may exercise the option to use the escrow account utilization procedure with respect to retained funds. The Contractor may do so by indicating its preference for this procedure in the appropriate space provided on the Bid form.
 - 1. Should this option be selected, the Contractor shall execute the Escrow Agreement and shall submit same to the Owner in the manner prescribed by law. If the Escrow Agreement form is not submitted as noted, the Contractor shall forfeit such rights to the use of the escrow account utilization procedure.
 - 2. In order to have retained funds paid to an escrow account, the Escrow Agreement shall be executed by the Contractor, the escrow agent, and the surety, and shall be submitted by the Contractor to the Owner for approval by the Owner's attorney. The Contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement shall contain the complete address of the escrow agent and surety, and the executed Escrow Agreement will be authority for the Owner to make payment of retained funds to the Escrow Agent. After approving the Escrow Agreement, the Owner shall 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 shall not be paid to the Escrow Agent. The Escrow Agent may, in accordance with the terms of the Escrow Agreement, 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 that such funds are fully secured by approved securities.
 - 3. Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the Owner. When the Final Payment is paid, the Owner shall direct to the Contractor monies due as determined by the Owner. The Owner reserves the right to recall retained funds and to release retained funds to the surety upon receipt of written request from the Contractor or in the event of default.
 - 4. The escrow account procedure shall apply to any contract for the sum of Two Hundred Thousand Dollars (\$200,000), or more, for 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.

1.8 Conditions of Payment to Contractor

- A. All material and Work covered by partial progress payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the safety and protection of all materials and Work upon which payments have been made or the restoration or replacement of any damaged or stolen

Work or property or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Agreement

- B. Prior to Substantial Completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- C. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.
- D. The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents but in no event shall the provisions of this Section be construed to impose any obligations upon the Owner to either Contractor, the Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- E. The Contractor shall take one of the two following actions within seven (7) Days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor under the Agreement:
 - 1. Pay to the Subcontractor the proportionate share of the total payment received attributable to the Work performed by the Subcontractor under the Agreement; or
 - 2. Notify the Owner and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- F. All contracts awarded by the Contractor to a Subcontractor for any portion of the Work shall include:
 - 1. An interest clause that obligates the Contractor to pay interest to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor under that contract, except for amounts withheld as allowed.
 - 2. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

3. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, limited liability companies and corporations to provide their federal employer identification numbers.
- G. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as specified in Section 1.7 above, with respect to each lower-tier Subcontractor.
- H. A 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.

1.9 Final Payment

After the Contractor has completed all corrective Work as determined by a final inspection to the satisfaction of the Owner and has delivered all maintenance and operations manuals, schedules, guarantees, bonds, certificates of inspection, and other documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for partial progress payments. Within thirty (30) Days after approval, the Owner shall pay to the Contractor the amount stated, less all prior payments and advances to or for the account of the Contractor. All prior estimates and payments including those relating to extra Work shall be subject to correction by this payment, which is called the Final Payment. The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or Final Payment by the Owner nor the issuance of a Certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

1.10 Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work excepting the Contractor's claims for interest upon Final Payment, should this payment be improperly delayed. No payment, final or otherwise, or partial or entire use or occupancy of the Work by the Owner, shall constitute an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall the same relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or his Surety from any obligation under the Contract, the Performance Bond and Payment Bond.

1.11 Assignments

Neither party to the Agreement shall sell, transfer, assign or otherwise dispose of the whole or any parts of the Agreement or of the right, title or interest therein without the prior written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder, without the previous written consent of the Owner.

1.12 Payment Affidavit

The Owner, before making any payment, including the final payment, if it is deemed that such

procedure necessary to protect his interests, may require the Contractor to furnish an affidavit from all subcontractors and material suppliers used in conjunction with this Contract that each has been paid in full, or in the alternative, an affidavit that so far as he has knowledge or information, all payments have been made and that there is no basis under which a claim against the payment bond could be filed. However, the Owner may make payments in part or in full to the Contractor without requiring the affidavits, and the payments so made shall not impair the obligations of any Surety or Sureties on any bond or bonds furnished under this Contract.

II. CHANGE ORDERS AND FIELD ORDERS

- 2.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 2.2 The Contract Price and Contract Time may be changed only by a Change Order, approved by the Owner prior to the performance of the Work by the Contractor or granted by the Owner upon written Notice by Contractor submitted in accordance with Section 104-5.2 and 5.3 or Section 105-16.2. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price or Contract Time shall be established in accordance with the following methods in the order of precedence listed below:
- A. Established contract unit prices;
 - B. An agreed lump sum or unit price established by direct negotiation between the Contractor and the Owner; or,
 - C. In the event that any changes in the Work are not settled under A. and B. above, the Contract Price shall be adjusted in accordance with the following:
 - 1. In any case such change involves extra Work which is performed by the Contractor, the Contract Price shall be increased by (a) the direct cost of such Work, as mutually agreed upon or otherwise as determined in accordance with the Contract Documents, and (b) ten percent (10%) of the amount of (a) to cover Contractor's additional job (field and home office) overhead, and (c) five percent (5%) of the sum of (a) and (b) to cover Contractor's additional job profit.
 - 2. In any case such change involves extra Work which is performed by a Subcontractor, the Contract Price shall be increased by (a) the amount paid by the Contractor to the Subcontractor for such extra Work, and (b) seven and one-half percent (7-1/2%) of the amount paid to the Subcontractor to cover the Contractor's additional job (field and home office) overhead and (c) five percent (5%) of the sum of (a) and (b) to cover Contractor's additional job profit. On Work performed by the Subcontractor, the Subcontractor shall be allowed overhead and profit in accordance with paragraph C (1) above.
 - 3. In the case of either subparagraph 1 or 2 above, the Contract Price shall also be increased by the corresponding increase in the cost of the Contractor's performance bond.
- 2.3 It is the Contractor's responsibility to notify his Surety of any change affecting the general scope of the Work or change in the Contract Price and/or Contract Time so that the amount of the applicable

- Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.
- 2.4 Whenever changes, alterations, additions, omissions, or revisions are called for by the Owner for which the necessary Drawings and details have been completed and submitted to the Contractor, or when changes, alterations, additions or omissions are clearly given in writing to the Contractor, the Contractor is to submit an itemized statement of quantities and prices incidental to such revisions, changes, additions and omissions.
- 2.5 The Owner may at any time order minor changes within the scope of Work by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time or both, in which event the Contractor shall give the Owner written Notice thereof within seven (7) Days after the receipt of the ordered change. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner. The Owner shall respond to such written Notice from Contractor within twenty-one (21) days after receipt of all supporting data from Contractor in accordance with Section 105.16.2
- 2.6 If any item in the Agreement 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 Agreement. Payment will not be made for such item except that the Contractor shall 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 evidenced by invoice. No additional compensation will be made for overhead or anticipated profit.
- 2.7 The Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time due to any condition or alleged condition if:
- A. The Contractor knew of the existence of such conditions at the time the Contractor made a final commitment to the Owner in respect of Contract Price and Contract Time by the submission of a Bid; or
 - B. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for the Contractor prior to the Contractor making such final commitment; or
 - C. The Contractor failed to give the written Notice within the time and as required by Section 104-5.2 and 5.3, Section 105-16.2 or Section 108.7.4.

CHANGE ORDER

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER _____

CONTRACTOR _____

Contract _____

PROJECT _____

OWNER'S Contract No. _____ ENGINEER'S Contract No. _____

ENGINEER _____

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT PRICE: |
|---|
| Original Contract Price \$ _____ |
| Net Increase (Decrease) from previous Change Orders No. _____ to _____: \$ _____ |
| Contract Price prior to this Change Order: \$ _____ |
| Net increase (decrease) of this Change Order: \$ _____ |
| Contract Price with all approved Change Orders: \$ _____ |

| CHANGE IN CONTRACT TIMES: |
|--|
| Original Contract Times: Final Completion: _____ (Days or dates) |
| Net change from previous Change Orders No. _____ to No. _____ Final Completion: _____ (Days) |
| Contract Times prior to this Change Order: Final Completion: _____ (Days or dates) |
| Net increase (decrease) of this Change Order: Final Completion: _____ (Days) |
| Contract Times with all approved Change Orders: Final Completion: _____ (Days or dates) |

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER(Authorized Signature)

By: _____
OWNER(Authorized Signature)

By: _____
CONTRACTOR(Authorized Signature)

Date: _____

Date: _____

Date: _____

III. APPLICATION FOR PAYMENT

PROJECT SUMMARY

Date: _____ Contractor's Name: _____

Project Name: _____ Project Number: _____

Original Contract Amount: \$ _____
 Original Contract Time: _____ Days
 Adjusted Contract Amount (by approved Change Orders): \$ _____
 Adjusted Contract Time (by approved Change Orders): _____ Days
 Adjusted Contract Completion Date: _____

STATUS OF WORK PERFORMED

Total Value of Original Work Performed to Date: \$ _____
 Total Value of Change Order Work Performed to Date (with attachment): \$ _____
 Total Value of All Work Performed to Date: \$ _____
 Value of Materials Stored (Attach Statement): \$ _____
 Less _____% Retained by Owner: \$ _____
 Net Amount Earned on Contract to Date: \$ _____
 Fewer Amounts of Previous Payments Approved: \$ _____

BALANCE DUE THIS PAYMENT: \$ _____

Value of Work Remaining to be Completed: \$ _____
 Percentage Complete to Date (Value/Time): _____ % _____ %

CERTIFICATION OF CONTRACTOR

I certify to the best of my knowledge and belief that all items and amounts on the face of the attached estimate and invoice and this Application for Payment are correct; that all Work has been performed and/or material supplied in full accordance with the terms and conditions of the Contract Documents, including all duly authorized deviations, substitutions, alterations, additions and/or deletions; that the foregoing is a true and correct statement of the Contract Price up to and including the last day of the period covered by this estimate and Application for Payment; that no part of the "BALANCE DUE THIS PAYMENT" has been received; that all previous Progress Payments received on this Agreement have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the Work covered by prior applications for payment under this Agreement; and that all materials and equipment incorporated in said payment or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances.

APPROVALS

This Application for Payment has been checked, verified and approved for payment by:

| | | | |
|-----------------------|----|-------|------|
| Contractor | By | Title | Date |
| Resident Project Rep. | By | Title | Date |
| Engineer | By | Title | Date |
| Owner | By | Title | Date |



AFFIDAVIT OF PAYMENT OF CLAIMS

BY: _____ (Contractor)

THIS DAY _____ personally appeared before me, _____, a Notary Public in and for the City/County/State of Virginia, and being by me first duly sworn states that all Subcontractors and suppliers of labor and materials have been paid all sums due them to date for Work performed or materials furnished in the performance of the Agreement between:

_____ (Owner)

and _____ (Contractor)

dated _____, 20____, for the construction of _____

_____ or arrangements have been made by the Contractor satisfactory to such Subcontractors and suppliers with respect to the payments of such sums as may be due them by the Contractor.

CONTRACTOR

BY: _____
TITLE: _____
DATE: _____

SEAL OF CONTRACTOR

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires on the _____ day of _____, 20____.

NOTARY PUBLIC

NOTARY SEAL



IV. CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Description: _____ Project No _____
 _____ Other: _____
 Location: _____ Completion Date: _____
 _____ Contract Date: _____
 Contract For: _____ Contractor: _____
 Owner: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO WIT: The Owner and Contractor are hereby advised that the Work to which this certificate applies has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and that all Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

 Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all items of the Work in accordance with the Contract Documents. When this certificate applies to a specified part of the Work, the items in this tentative list shall be completed or corrected by the CONTRACTOR within _____ Days of the above date of substantial completion. The date of substantial completion is the date which all guarantees and warranties begin, except as follows:

This certificate is issued, accepted, and acknowledged by:

| | | | |
|---------------------|----|----------------|---------------|
| _____ Engineer | By | _____ Title | _____ Date |
| _____ Contractor | By | _____ Title | _____ Date |
| _____ Owner | By | _____ Title | _____ Date |

V. STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the AGREEMENT dated _____, 20__,

BETWEEN _____
(OWNER)

AND _____
(CONTRACTOR)

THE _____
(SURETY)

SURETY on the Material and Labor Payment BOND of:

(CONTRACTOR)

after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to the said _____, CONTRACTOR, and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its obligations to

(OWNER)

as set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this _____ day of _____, 20__.

ATTEST:

(SEAL) _____ BY _____
PRESIDENT

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, shall be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Contractor) of _____ County/City and State of _____ does hereby acknowledge that he has received this day from the _____ (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to _____ (Contractor) Dated _____, 20__.

NOW, THEREFORE, the said _____ (Contractor) _____ (for myself, my heirs, executors and administrators; for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said _____, Owner, its successors and assigns, of and from all claims and demands arising from or in connection with the said Agreement dated _____, 20__, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgements, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said _____, Owner, its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators; it, its successors and assigns) hereafter can, shall or may have, for upon or by reason for any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF _____ (Contractor) has caused these presents to be duly executed this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

CONTRACTOR _____

(SEAL)

BY: _____

Title

ATTEST: _____

SECRETARY _____



VII. STANDARD BID ITEMS AND UNITS

| Section | Bid Item | Category | Unit |
|---------|---|-----------------------|--------------|
| 301 | Clearing and grubbing | Clearing and Grubbing | ACRE or LS |
| 301 | Tree protection fencing | Clearing and Grubbing | LF |
| 302 | Storm sewer pipe (diameter and type) | Drainage Structures | LF |
| 302 | Pipe culverts (waterway opening) | Drainage Structures | LF |
| 302 | Pipe reducers (larger diameter) | Drainage Structures | LF |
| 302 | Jacked pipe (diameter and type) | Drainage Structures | LF |
| 302 | Reinstalled pipe (diameter) | Drainage Structures | LF |
| 302 | End sections (standard and size) | Drainage Structures | EA |
| 302 | End walls | Drainage Structures | EA |
| 302 | Box culverts (waterway opening) | Drainage Structures | LF |
| 302 | Pipe grate | Drainage Structures | LF or EA |
| 302 | Drop / yard inlets, catch basins, and intake boxes | Drainage Structures | EA |
| 302 | Base section (drop inlets and manholes) | Drainage Structures | LF |
| 302 | Manhole (0-6' depth) (4 or 5 foot diameter) | Drainage Structures | EA |
| 302 | Manhole (>6' depth) (4 or 5 foot diameter) | Drainage Structures | VF |
| 302 | Conflict manhole | Drainage Structures | EA |
| 302 | Concrete spring boxes | Drainage Structures | EA |
| 302 | Junction boxes | Drainage Structures | EA |
| 302 | Reconstructed manholes | Drainage Structures | EA |
| 302 | Precast arches | Drainage Structures | LF |
| 302 | Post installation inspection of storm pipes and culverts (LF of Televised Pipe) | Drainage Structures | LF |
| 303 | Regular excavation | Earthwork | CY, SY or LS |
| 303 | Pavement demolition (type and depth of pavement) [in proposed pavement] | Earthwork | SY |
| 303 | Pavement demolition (type and depth of pavement) [outside proposed pavement] | Earthwork | SY |
| 303 | Curb & gutter demolition | Earthwork | LF |
| 303 | Existing structure demolition | Earthwork | EA |
| 303 | Existing pipe demolition | Earthwork | LF |
| 303 | Existing sidewalk demolition | Earthwork | SY |
| 303 | Existing driveway demolition | Earthwork | SY |
| 303 | Undercut excavation (regular) | Earthwork | CY |
| 303 | Select material (min. CBR) | Earthwork | CY |
| 303 | Suitable fill (regular) | Earthwork | CY or TON |
| 303 | Backfill of undercut excavation (regular) | Earthwork | CY or TON |
| 303 | Surcharge placement and removal | Earthwork | CY |
| 303 | Settlement plate | Earthwork | EA |
| 303 | Geotextile fabric for base preparation | Earthwork | SY |
| 303 | Backfill of undercut excavation (trenching) | Earthwork | CY or TON |
| 303 | Undercut excavation (trenching) | Earthwork | CY |
| 303 | Sheeting, bracing, and shoring left in place | Earthwork | LS |

| Section | Bid Item | Category | Unit |
|---------|---|---------------------------|-----------------|
| | (trenching) | | |
| 303 | Rip-Rap for erosion control | Earthwork | TON or SY |
| 303 | Check dam (log or rock) | Earthwork | EA |
| 303 | Baled straw check dam | Earthwork | EA |
| 303 | Temporary silt fence | Earthwork | LF |
| 303 | Geotextile fabric for erosion control | Earthwork | SY |
| 303 | Temporary filter barrier | Earthwork | LF |
| 303 | Sediment basin excavation | Earthwork | CY |
| 303 | Slope drain | Earthwork | EA |
| 303 | Siltation control excavation for Sedimentation traps and basins | Earthwork | CY |
| 303 | Inlet protection (type of device) | Earthwork | EA |
| 303 | Construction entrance | Earthwork | EA |
| 303 | Protective coverings and soil stabilization mats | Earthwork | SY |
| 305 | Select material - Types I and min CBR | Subgrade and Shoulders | Tons |
| 305 | Select material - Types II or III | Subgrade and Shoulders | CY |
| 305 | Gravel driveway replacement | Subgrade and Shoulders | EA |
| 309 | Aggregate material (base course) | Aggregate Base Course | CY or TON |
| 309 | Aggregate base material (base course for curb and gutter) | Aggregate Base Course | CY or TON |
| 310 | Tack coat | Tack and Prime Coat | GALLON |
| 310 | Prime coat | Tack and Prime Coat | GALLON or SY |
| 313 | Asphalt surface treatment | Asphalt Surface Treatment | SY |
| 315 | Asphalt concrete (type and class) | Asphalt Concrete Pavement | TON or SY |
| 315 | Bituminous leveling course | Asphalt Concrete Pavement | TON |
| 315 | Rumble strips (mainline or shoulder) | Asphalt Concrete Pavement | LF |
| 315 | Liquid asphalt coating (Rumble Strips) | Asphalt Concrete Pavement | SY |
| 315 | Saw cut asphalt concrete pavement (Thickness) | Asphalt Concrete Pavement | LF |
| 315 | Edge clipping of shoulders | Asphalt Concrete Pavement | LF |
| 315 | Asphalt driveways (Thickness) | Asphalt Concrete Pavement | SY or EA |
| 317 | Pavement patch | Pavement Patching | LF or SY |
| 406 | Reinforcing steel or welded wire mesh | Reinforcing Steel | POUND |
| 406 | Epoxy-coated reinforcing steel | Reinforcing Steel | POUND |
| 414 | Dry riprap (class and depth) | Riprap | SY or TON |
| 414 | Mortared riprap | Riprap | SY |
| 414 | Grouted riprap | Riprap | SY or TON |
| 414 | Dumped riprap | Riprap | SY or TON |
| 414 | Concrete riprap in bags | Riprap | CY |
| 414 | Erosion control rip rap | Riprap | SY or TON |
| 414 | Erosion control stone – culvert outlet protection (Class and Standard) | Riprap | SY or TON |
| 501 | Underdrain and combination underdrain | Underdrains | LF |

| Section | Bid Item | Category | Unit |
|----------------|--|-------------------------------------|-------------|
| 501 | Geotextile fabric | Underdrains | LF |
| 501 | Outlet pipe | Underdrains | LF |
| 502 | Curb, combination curb and gutter (detail designation) | Concrete Items | LF |
| 502 | Gutter, standard, radial and entrance | Concrete Items | SY or LF |
| 502 | Paved ditch | Concrete Items | SY or LF |
| 502 | Paved flume | Concrete Items | SY or LF |
| 502 | Entrance gutter | Concrete Items | SY or LF |
| 502 | Street connection pavement | Concrete Items | SY or LF |
| 502 | Energy dissipators | Concrete Items | EA |
| 502 | Sign island | Concrete Items | EA or SY |
| 502 | Median barriers (including delineators) | Concrete Items | LF |
| 502 | Median Strips (width) | Concrete Items | LF or SY |
| 502 | Directional island curb | Concrete Items | LF |
| 502 | Hydraulic cement concrete sidewalks (thickness) | Concrete Items | SY |
| 502 | Concrete steps (concrete)/reinforcing steel | Concrete Items | CY /LBS |
| 502 | Handrails | Concrete Items | LF |
| 502 | Geotextile fabric | Concrete Items | SY |
| 502 | Curb cut ramps | Concrete Items | SY |
| 502 | Composite detectable warning panels | Concrete Items | SF |
| 502 | Concrete driveway replacement (Pipe Installation) | Concrete Items | EA |
| 502 | Concrete driveway and entrances | Concrete Items | SY |
| 505 | Guardrail (Standard) | Guardrail and Steel Median Barriers | LF |
| 505 | Radial guardrail (Standard) | Guardrail and Steel Median Barriers | LF |
| 505 | Reuse guardrail (Standard) | Guardrail and Steel Median Barriers | LF |
| 505 | Steel median barrier (Standard) | Guardrail and Steel Median Barriers | LF |
| 505 | W-beam median barriers | Guardrail and Steel Median Barriers | LF |
| 505 | Intermediate anchorage assembly | Guardrail and Steel Median Barriers | EA |
| 505 | Terminal guardrail treatment (Back of ditch) | Guardrail and Steel Median Barriers | LF |
| 505 | Terminal guardrail (Roadway side) | Guardrail and Steel Median Barriers | EA |
| 505 | Guardrail terminal (Standard and type) | Guardrail and Steel Median Barriers | LF or EA |
| 505 | Reuseable guardrail terminal (Standard and type) | Guardrail and Steel Median Barriers | LF or EA |
| 505 | Rub rail | Guardrail and Steel Median Barriers | LF |
| 505 | Guardrail beam | Guardrail and Steel Median Barriers | LF |
| 505 | Guardrail post (Standard and Length) | Guardrail and Steel Median Barriers | LF |
| 505 | Guardrail offset block, wood or composite | Guardrail and Steel Median Barriers | EA |
| 505 | Remove existing guardrail | Guardrail and Steel Median Barriers | LF |
| 505 | Remove existing guardrail terminal | Guardrail and Steel Median Barriers | EA |
| 505 | Fixed object attachment (Standard) | Guardrail and Steel Median Barriers | EA |
| 505 | Guardrail terminal site preparation (Standard) | Guardrail and Steel Median Barriers | EA |

| Section | Bid Item | Category | Unit |
|----------------|--|--|----------------------|
| 505 | Bull nose barrier | Guardrail and Steel Median Barriers | EA |
| 507 | Fences (Standard and Height) | Fences | LF |
| 507 | Gate (Standard and Length) | Fences | EA |
| 507 | High visibility fences | Fences | LF |
| 507 | Pedestrian fence | Fences | LF |
| 510 | Remove, reset, relay, adjust, install, modify, reconstruct relocate, existing (Item or standard) | Relocating or Modifying Existing Miscellaneous Items | EA, LF, SY, CY or LS |
| 510 | Adjust structure heights (Type) | Relocating or Modifying Existing Miscellaneous Items | EA |
| 511 | Allaying dust | Allaying Dust | HR |
| 512 | Flagger service (Certified) | Maintaining Traffic | HR |
| 512 | Flagger service (Police-assisted)) | Maintaining Traffic | HR |
| 512 | Automated flagger assistance device (Per device) | Maintaining Traffic | HR |
| 512 | Pilot vehicle | Maintaining Traffic | HR |
| 512 | Electronic arrow | Maintaining Traffic | HR |
| 512 | Warning light | Maintaining Traffic | DAY |
| 512 | Group 2 channelizing devices | Maintaining Traffic | DAY, |
| 512 | Pedestrian barricade devices (per location) | Maintaining Traffic | LF |
| 512 | Traffic barrier service (per location) (Type and/or standard) | Maintaining Traffic | LF |
| 512 | Traffic barrier service guardrail termination (standard) | Maintaining Traffic | EA or LF |
| 512 | Impact attenuator service (Type) | Maintaining Traffic | EA |
| 512 | Temporary traffic control signal | Maintaining Traffic | LS |
| 512 | Temporary signalization | Maintaining Traffic | LS |
| 512 | Modify signal (location) | Maintaining Traffic | LS |
| 512 | Temporary construction pavement marking (type and message) | Maintaining Traffic | LF |
| 512 | Temporary construction pavement message marking (type and width) | Maintaining Traffic | EA |
| 512 | Temporary pavement marker | Maintaining Traffic | EA |
| 512 | Eradication of existing pavement marking (per 6-inch width) | Maintaining Traffic | LF |
| 512 | Eradication of existing non-linear pavement markings | Maintaining Traffic | SF |
| 512 | Temporary detour (standard and type) | Maintaining Traffic | LF |
| 512 | Crusher run aggregate (No. 25 or 21A) | Maintaining Traffic | TON |
| 512 | Type III barricades | Maintaining Traffic | EA |
| 512 | Construction signs | Maintaining Traffic | SF |
| 512 | Truck mounted attenuator | Maintaining Traffic | HR |
| 512 | Portable traffic control signal | Maintaining Traffic | LS |
| 512 | Portable changeable message sign | Maintaining Traffic | HR |
| 512 | Maintenance of traffic | Maintaining Traffic | LS |
| 512 | Temporary curb ramp | Maintaining Traffic | EA |

| Section | Bid Item | Category | Unit |
|----------------|---|---|-------------|
| 512 | Temporary detectable warning surface | Maintaining Traffic | LF |
| 512 | Portable temporary rumble strips | Maintaining Traffic | EA |
| 513 | Mobilization (2 payments) | Mobilization & Demobilization | LS |
| 515 | Milling pavement | Planing or Milling Pavement | SY |
| 521 | Pavers | Pavers | SY |
| 530 | Abandon pipe, (diameter/flowable fill) < larger than 2-inch> | Abandonment of Existing Pipelines and Structures | LF or CY |
| 530 | Abandon meter boxes | Abandonment of Existing Pipelines and Structures | EA |
| 530 | Abandon laterals and cleanouts (on active mains) | Abandonment of Existing Pipelines and Structures | LF or EA |
| 530 | Abandon drainage structures | Abandonment of Existing Pipelines and Structures | EA |
| 530 | Abandon metallic structures | Abandonment of Existing Pipelines and Structures | EA |
| 530 | Abandon manholes | Abandonment of Existing Pipelines | EA |
| 530 | Abandon meter/valve vaults/boxes | Abandonment of Existing Pipelines and Structures | EA |
| 530 | Abandon fire hydrants | Abandonment of Existing Pipelines and Structures | EA |
| 602 | Topsoil (4-or 6-inch depth) | Topsoil | ACRE or CY |
| 603 | Lime | Seeding | TON |
| 603 | Fertilizer (per LB of N+P+K) | Seeding | LB |
| 603 | Regular seed | Seeding | LB |
| 603 | Temporary Seed | Seeding | LB |
| 603 | Legume Seed | Seeding | LB |
| 603 | Overseeding | Seeding | LB |
| 603 | Hydraulic erosion control products (type) | Seeding | SY |
| 603 | Sedimentation retention products | Seeding | LF |
| 604 | Sod, fertilizer and lime | Sodding | SY |
| 605 | Plants (Type and size) | Planting | EA |
| 605 | Mulching and remulching | Planting | 100 SF |
| 606 | Rolled erosion control product (drainage channels) | Rolled Erosion Control Products | SY |
| 606 | Rolled erosion control product (slopes) | Rolled Erosion Control Products | SY |
| 608 | Mowing | Mowing | HR or LS |
| 700 | Concrete foundation (Standard, type and, size) | Traffic Control Devices | EA or CY |
| 700 | Electrical service (Standard and type) | Traffic Control Devices | EA |
| 700 | Luminaire arm (Length) | Traffic Control Devices | EA |
| 700 | Lighting pole (Standard luminaire mounting height, and length of luminaire arm) | Traffic Control Devices | EA |
| 700 | Signal pole (Standard, length, number, and length of arms) | Traffic Control Devices | EA |
| 700 | Overhead sign structure | Traffic Control Devices | EA |

| Section | Bid Item | Category | Unit |
|----------------|---|--------------------------------|-------------|
| 700 | Sign posts | Traffic Control Devices | LF |
| 700 | Pedestal pole (Standard and length) | Traffic Control Devices | EA |
| 700 | Wood pole (Class and length) | Traffic Control Devices | EA |
| 700 | Conductor cable (Size/number) | Traffic Control Devices | LF |
| 700 | Conduit (Type and size) | Traffic Control Devices | LF |
| 700 | Trench excavation (Standard) | Traffic Control Devices | LF |
| 700 | Junction box (Standard) | Traffic Control Devices | EA |
| 700 | Test bores | Traffic Control Devices | EA |
| 700 | Electrical service grounding electrode (per 10 foot) | Traffic Control Devices | EA |
| 700 | Bored conduit (size) | Traffic Control Devices | LF |
| 704 | Pavement line marking (Type and/or class and width) | Traffic Control Devices | LF |
| 704 | Pavement message marking (Location) | Traffic Control Devices | EA or LF |
| 704 | Pavement marker (Type) | Traffic Control Devices | EA |
| 801 | Water main (Type & diameter) | Water Distribution Systems | LF |
| 801 | Fire hydrant assembly (Type I, II or III) | Water Distribution Systems | EA |
| 801 | Water sampling stations | Water Distribution Systems | EA |
| 801 | Gate valves (size and diameter) | Water Distribution Systems | EA |
| 801 | Butterfly valves (diameter) | Water Distribution Systems | EA |
| 801 | Water meter box | Water Distribution Systems | EA |
| 801 | Tapping sleeve/valve (diameter) | Water Distribution Systems | EA |
| 801 | Blowoff assembly | Water Distribution Systems | EA |
| 801 | Manual air vent assembly | Water Distribution Systems | EA |
| 801 | Type K copper service lines (jack and pull) (single or dual) | Water Distribution Systems | LF or EA |
| 801 | Type K copper service lines (open cut) (single or dual) | Water Distribution Systems | LF or EA |
| 801 | Private service relocations | Water Distribution Systems | EA |
| 801 | Polyethylene encasement | Water Distribution Systems | LF |
| 801 | Connections to existing water mains | Water Distribution Systems | EA |
| 801 | Plugging existing 2" water main | Water Distribution Systems | EA |
| 801 | Offset of existing water main | Water Distribution Systems | LF |
| 801 | Cut in tees | Water Distribution Systems | EA |
| 801 | Cut in crosses | Water Distribution Systems | EA |
| 801 | Cut in valves | Water Distribution Systems | EA |
| 801 | Tracer Wire Box | Water Distribution Systems | EA |
| 802 | Gravity sewer pipe (diameter, type and depth 0-6, 6-8, 8-10, 10-12,12-14,14-16,16-18,18-20, >20') | Sanitary Gravity Sewer Systems | LF |
| 802 | Sewer laterals (type and diameter) | Sanitary Gravity Sewer Systems | LF or EA |
| 802 | Manhole, 0' to 6' in depth (4-or 5-foot dia.) | Sanitary Gravity Sewer Systems | EA |
| 802 | Manhole extra depth (4-or 5-foot dia.) | Sanitary Gravity Sewer Systems | VF |
| 802 | Drop manhole (inside or outside) | Sanitary Gravity Sewer Systems | EA |
| 802 | Non Standard Manhole (Type) | Sanitary Gravity Sewer Systems | VF or EA |

| Section | Bid Item | Category | Unit |
|----------------|--|---------------------------------|-------------|
| 802 | Watertight manhole frame and cover | Sanitary Gravity Sewer Systems | EA |
| 802 | Clean-out assemblies (mainline and service lateral) | Sanitary Gravity Sewer Systems | EA |
| 802 | Connections to existing manholes | Sanitary Gravity Sewer Systems | EA |
| 802 | Connections from new manholes | Sanitary Gravity Sewer Systems | EA |
| 802 | Manhole/structure coatings (Type A or B, 4- or 5-foot manhole diameter) | Sanitary Gravity Sewer Systems | VF or EA |
| 803 | Force main (type and diameter) | Sanitary Force Main Systems | LF |
| 803 | Manual air vent assembly | Sanitary Force Main Systems | EA |
| 803 | Valves (type, size and diameter) | Sanitary Force Main Systems | EA |
| 803 | Tapping sleeve/valve (size and diameter) | Sanitary Force Main Systems | EA |
| 803 | Connections to existing force mains or manholes | Sanitary Force Main Systems | EA |
| 803 | Interior pipe corrosion lining (diameter) | Sanitary Force Main Systems | LF |
| 803 | Offset of existing force main | Sanitary Force Main Systems | LF |
| 803 | Cut in tees | Sanitary Force Main Systems | EA |
| 803 | Cut in crosses | Sanitary Force Main Systems | EA |
| 803 | Cut in valves | Sanitary Force Main Systems | EA |
| 803 | Tracer Wire Box | Sanitary Force Main Systems | EA |
| 804 | Bore and jack casing (diameter) | Boring and Jacking | LS |
| 806 | Horizontal directional drill | Horizontal Directional Drilling | LS |

Sanitary Sewer Rehabilitation

(Sections 810-824)

| | | | |
|-----|---|--|-----------|
| 810 | Light cleaning (diameter and, w/ or w/out CCTV) | Sewer Line Cleaning | LF |
| 810 | Heavy cleaning (diameter and number of passes greater than 3 and, w/ or w/out CCTV) | Sewer Line Cleaning | LF |
| 810 | Manhole cleaning | Sewer Line Cleaning | EA |
| 810 | Descaling (w/ or w/out CCTV) | Sewer Line Cleaning | LF |
| 811 | Television inspection (Mainline sewer or lateral lines) | Television Inspection | LF |
| 812 | Bypass pumping / Flow ~ ____ MGD (Flow > 2 MGD) | Bypass Pumping | LS or DAY |
| 813 | CIPP method/Wall thickness=____mm (Diameter) | Pipe Rehabilitation By Cured-In- Place Method | LF |
| 813 | Removal of intruding service lateral Connections (ferrous or non-ferrous) | Pipe Rehabilitation By Cured-In- Place Method | EA |
| 813 | Longitudinal temperature monitoring | Pipe Rehabilitation By Cured-In- Place Method | SEGMENT |
| 815 | Pipe bursting | Pipe Bursting | LF |
| 815 | Sealing and benching manholes | Pipe Bursting | EA |
| 816 | Cutting of Protruding Taps in Mainline | Sewer Pipe and Lateral Joint Testing | EA |
| 816 | Testing of Lateral Connections in Mainline Sewers | Sewer Pipe and Lateral Joint Testing | EA |

| Section | Bid Item | Category | Unit |
|---------|---|---|------|
| 816 | Testing of Pipe Joints in Mainline Sewers | Sewer Pipe and Lateral Joint Testing | EA |
| 816 | Testing of Lateral Connections to Manholes | Sewer Pipe and Lateral Joint Testing | EA |
| 817 | Packer Injection Grouting of Pipe Joints in Mainline Sewers | Chemical Grouting | EA |
| 817 | Packer Injection Grouting of Laterals Connections in Mainline Sewers | Chemical Grouting | EA |
| 817 | Chemical Grouting of Lateral Connected to Manholes | Chemical Grouting | EA |
| 817 | Chemical Grout | Chemical Grouting | GAL |
| 817 | Post Construction CCTV Inspection | Chemical Grouting | LF |
| 817 | Post Lateral Connection Residual Grout Cleaning | Chemical Grouting | EA |
| 817 | Warranty Testing Mainline Joints or Lateral Pipe Connections. | Chemical Grouting | EA |
| 818 | Sewer point repair (diameter, material, and depth 0-6, 6-8, 8-10, 10-12, 12-14, 14-16,16-18, 18-20, >20') | Point Repair By Excavation | LF |
| 819 | Insitu Rehabilitation Repair | Insitu Structural Point Repair | LF |
| 820 | Insitu Sectional Lining | Insitu Point Repair By Sectional Lining | LF |
| 820 | Removal of Protruding Service Laterals | Insitu Point Repair By Sectional Lining | EA |
| 821 | Service laterals (diameter and material) | Sanitary Sewer Service Reconnection | LF |
| 821 | Sealing of laterals | Sanitary Sewer Service Reconnection | EA |
| 821 | Reinstatement of laterals | Sanitary Sewer Service Reconnection | EA |
| 822 | Manhole rehabilitation (Method) (4- or 5-ft diameter) | Manhole Rehabilitation | VF |
| 822 | Manhole frame seals | Manhole Rehabilitation | EA |
| 823 | Rehabilitated pipe | Sliplining | LF |
| 824 | One piece main and lateral liner (1 st 3 feet) | Sewer Lateral Rehabilitation By Cured-In-Place Method | EA |
| 824 | One piece main and lateral liner (Additional feet) | Sewer Lateral Rehabilitation By Cured-In-Place Method | LF |
| 824 | Standard Lateral Liner (CIPP thickness/diameter) | Sewer Lateral Rehabilitation By Cured-In-Place Method | LF |
| 824 | Cleanout | Sewer Lateral Rehabilitation By Cured-In-Place Method | EA |
| 824 | Remove/Replace MH Frame and Cover | Sewer Lateral Rehabilitation By Cured-In-Place Method | EA |
| 824 | Removal of Intruding Service Laterals | Sewer Lateral Rehabilitation By Cured-In-Place Method | EA |

End of Section

SECTION 110

SPECIAL PROVISIONS

I. CONSTRUCTION DRAWINGS:

Plans are the property of the Owner and shall not be used for any purposes other than those specified in these Contract Documents.

II. HAMPTON ROADS PLANNING DISTRICT COMMISSION REGIONAL CONSTRUCTION STANDARDS:

Prior to construction, the Contractor is required to obtain a copy of the Hampton Roads Planning District Commission *Regional Construction Standards, Sixth Edition*, from the Hampton Roads Planning District Commission located in Chesapeake, Virginia.

The following modifications, additions, or deletions to the HRPDC *Regional Construction Standards, Sixth Edition* are hereby incorporated into the contract documents.

Contractor shall refer to the Town of Smithfield Technical Specifications which will take precedence over the HRPDC Regional Construction Standards should a conflict arise.