

# **BID PROPOSAL AND CONTRACT DOCUMENTS**

## **GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS**

**BID# K00121**



**Department of Parks & Recreation**

**OCTOBER 20, 2021**

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## ADVERTISEMENT FOR BIDS

**PROJECT: GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS**  
 City of Staunton, Virginia  
**DATE DUE:** November 15, 2021, 2:00 P.M.  
**BID #** K00121

The City of Staunton, Virginia, (hereinafter called the “**Owner**”, or “**Public Body**”) will receive sealed Bids for the furnishing of all labor, materials, supervision, and equipment necessary to complete above titled project at the City’s Purchasing Agent’s Office, located at 116 W. Beverley Street, City Hall, Third Floor, until **2:00 pm local time on November 15, 2021**, at which time the Bids will be publicly opened and read aloud.

A non-mandatory in-person pre-bid meeting will be held **October 29, 2021 at 10:00 a.m.** at the Bandstand at Gypsy Hill Park, located at 600 Churchville Avenue, Staunton VA 24401.

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED.**  
**BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:**

**Mail to:**

**City of Staunton**  
**Chad Horvat**  
**Finance Business Manager**  
**P.O. Box 58**  
**Staunton, VA 24402-0058**  
**Phone: (540) 332-3819**

**Overnight To:**

**City of Staunton**  
**Chad Horvat**  
**Finance Business Manager**  
**116 W. Beverley St., 3<sup>rd</sup> Floor**  
**Staunton, VA 24401-0058**  
**Phone: (540) 332-3819**

The work for which bids are to be submitted consists of demolition and replacement of existing sidewalks and pedestrian bridge deck damaged in recent flooding adjacent to the Duck Pond at Gypsy Hill Park in Staunton, Virginia. A more complete description of the work and full information for contract bidders is given in the Specifications and Contract Documents.

Bidder must agree to **fully complete the work within 120 working days**. Working days refer to Monday through Fridays, excepting weekends and City of Staunton holidays.

If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request. Every request for such interpretation should be emailed to [HarttLM@ci.staunton.va.us](mailto:HarttLM@ci.staunton.va.us). All questions must be received no later than **November 2, 2021 by 2:00 P.M.**

Questions will be answered in Addendum format and posted at the City of Staunton website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the Virginia State Procurement

site (eVA) <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **November 4, 2021 by 5:00 P.M.**

Bid Security in the amount of five percent (5%) of the Bid shall be submitted with each Bid. Bid Bond must be in the form of a cashier's check or certified check payable to the City of Staunton.

Contractor registration in accordance with Title 2.2 Chapter 43, Code of Virginia is required.

The envelopes containing the Bids must be sealed, addressed to the **City of Staunton, City Purchasing Agent's Office, Staunton, Virginia 24401**, and marked as Bid for the **GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS**.

**The bidder shall include in its Bid the following notation:**

**"Licensed Virginia Contractor No. \_\_\_\_\_" (issued to contractor by DPOR)**

**"State Corporation Commission Registration No. \_\_\_\_\_" (issued to contractor by the SCC)**

The Bid shall remain subject to acceptance for sixty (60) days.

The Owner reserves the right to reject any and all Bids and to waive any minor non-substantive errors in the Bid.

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 City of Staunton does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.

## **BID DEADLINES**

|                                         |                                                           |
|-----------------------------------------|-----------------------------------------------------------|
| Invitation to Bid Posted                | October 20, 2021                                          |
| Non-mandatory In-Person Pre-Bid Meeting | October 29, 2021, 10:00 A.M. at Gypsy Hill Park Bandstand |
| Questions Submission Deadline           | November 2, 2021 by 2:00 PM                               |
| Addenda and Questions & Answers Posted  | November 4, 2021 by 5:00 PM                               |
| Bid Submission Deadline                 | November 15, 2021 by 2:00 PM                              |

**END OF ADVERTISEMENT FOR BIDS**

## INFORMATION FOR BIDDERS

### 1. SECURING DOCUMENTS

- 1.1. The City of Staunton, Virginia, (hereinafter called the “**OWNER**”, or “**Public Body**”) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner in the City Purchasing Agent’s office, as specified in the Advertisement for Bid.
- 1.2. Bid documents are available for viewing and downloading from at the City of Staunton website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the Virginia State Procurement site (eVA) <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>.
- 1.3. The envelopes containing the bids must be sealed, addressed to City of Staunton at **City of Staunton, Purchasing Agent’s Office, Staunton, Virginia 24401** and designated as bid for: **Gypsy Hill Park Duck Pond Sidewalk Repairs.**
- 1.4. The owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

### 2. PREPARATION OF BID AND SUBMISSION

Each bid must be submitted on the prescribed form in accordance with the following:

- 2.1. Each bid must be properly signed and with all blank spaces filled out, in ink or typewritten. The foregoing certification must be fully completed and executed when submitted. Do not make any modifications, erasures, deletions, additions or changes to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejections of the bid. Submit only the original signed copy of the bid.
- 2.2. Address bids to the Owner, and deliver to the address specified in the Advertisement for Bid. Bid on or before the day and hour set for opening the bids. Enclose each bid in an opaque, sealed envelope or box bearing on the outside the following:
  - 2.2.1. Project Title
  - 2.2.2. Name of the Bidder
  - 2.2.3. Bidder’s address
  - 2.2.4. Registered contractor’s Virginia Certification Number
  - 2.2.5. Date and hour of the bid opening.
- 2.3. The sealed envelope containing the bid must be enclosed in another envelope and mailed to the address as specified in the **Advertisement for Bids**. The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to see that his bid is received on time. No faxed or emailed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids may be returned to the bidder. All expenses for making bids to the City shall be borne by the bidder.

- 2.4. Indicate receipt of issued addenda on the Bid Form. All Bidders are advised to check the City of Staunton's website <https://www.ci.staunton.va.us/departments/finance/procurement> or the eVA website <https://mvendor.cgieva.com/Vendor/public/AllOpportunities> to assure that all Addenda have been received and that the cost consequences thereof have been included in the Bid.
- 2.5. Any bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.
- 2.6. Any bid received after the time and date specified shall not be considered.
- 2.7. Bid shall remain subject to acceptance for sixty (60) days.
- 2.8. The following documents fully completed and signed where appropriate are required for a responsive Bid:
  - 2.8.1. Signed Bid Form which includes acknowledgement of Addenda
  - 2.8.2. Bid Bond
  - 2.8.3. State Corporation Commission Registration
  - 2.8.4. Non-Collusion Affidavit
  - 2.8.5. Reference List

### 3. SUBCONTRACTS

- 3.1. The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract must be acceptable to the Owner. The bidder must name the subcontractor(s), and the City reserves the right to determine whether any named subcontractor is fit and capable to perform the required work.

### 4. METHOD OF BIDDING

- 4.1. This is a unit price bid for the **GYPSY HIL PARK DUCK POND SIDEWALK REPAIRS.** (See Bid Schedule.)
- 4.2. Although the bid is based upon unit prices, many items are to be priced under lump sum designations. It is the bidder's responsibility to verify the exact scope of work for all items in order to establish the bid price.

### 5. QUALIFICATIONS OF BIDDER

- 5.1. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder indicates that the bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 5.2. Bids will only be accepted from Contractors who are experienced in and actively engaged in the type of construction of the item(s) called for in the bid. No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City.

- 5.3. Bidders must certify in the bid form that they are not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.
- 5.4. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

## 6. BID SECURITY

- 6.1. Each bid must be accompanied by a Bid Bond in the amount of five percent (5%) of the bid submitted, or a certified check of the Bidder in an amount not less than five percent (5%) of the amount of the bid, payable to the order of the City of Staunton, Virginia. Such bid bonds or checks will be returned to all, except the three bidders submitting the most favorable bids, within three (3) days after the formal opening of the bids. The remaining Bid Bonds or checks will be returned to the three most favorable bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed the Contract, or if no contract has been so executed, within sixty (60) days after the date of the opening of the bids.

## 7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- 7.1. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## 8. TIME AND COMPLETION AND LIQUIDATED DAMAGES

- 8.1. Bidder must agree to commence work on or before a date to be specified on a written “Notice to Proceed” from the OWNER.
- 8.2. Bidder must agree to **fully complete the work AS INDICATED IN THE ADVERTISEMENT FOR BID.**
- 8.3. OWNER and CONTRACTOR stipulate that **TIME IS OF THE ESSENCE** and delay by the CONTRACTOR in completion would have significant adverse consequences for the PROJECT; that, however, the actual damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by CONTRACTOR to perform in a timely manner are a reasonable way and not a penalty to address such adverse consequences. CONTRACTOR also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require CONTRACTOR to pay liquidated damages of **\$1,000** per day for the CONTRACTOR’s failure to perform timely in strict accordance with the CONTRACT. OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

## 9. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- 9.1. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 9.2. Before submitting a bid, each bidder shall carefully examine and read the Bid Documents, Construction Plans, Project Manual, and all other proposed Contract Documents (including all addenda), and shall visit the site of the work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination and knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.
- 9.3. Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:
  - 9.3.1. Access to and protection construction area environment;
  - 9.3.2. Stone masonry work;
  - 9.3.3. Insurance requirements (Section 2-Insurance of General Conditions)
- 9.4. The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

## 10. ADDENDA AND INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- 10.1. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
- 10.2. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request. Every request for such interpretation should be emailed to Lyle Hartt, City Engineer, at [HarttLM@ci.staunton.va.us](mailto:HarttLM@ci.staunton.va.us) or mailed to the address in the Advertisement for Bid. All questions must be received no later than **1:00 p.m. on November 2, 2021.**
- 10.3. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at the City of Staunton website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the eVA website <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **November 4, 2021.**
- 10.4. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

## **11. SECURITY AND FAITHFUL PERFORMANCE**

- 11.1. Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with this contract.
- 11.2. Both payment bond and performance bond shall be in the amount of 100% of the contract price and shall list the Owner, City of Staunton, as beneficiary.
- 11.3. All bonds shall be on forms provided in the Contract Documents and written by companies LICENSED TO DO BUSINESS IN VIRGINIA and shall be administered through agent(s) registered in Virginia.

## **12. POWER OF ATTORNEY**

- 12.1. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **13. LAWS AND REGULATIONS**

- 13.1. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the contract will be deemed to be included in the contract as though herein written out in full.
- 13.2. Contractor shall comply with Federal and State Requirements.

## **14. METHOD OF AWARD – LOWEST QUALIFIED BIDDER**

- 14.1. The contract will be awarded on the basis of the sum of the Base Bid and the accepted Alternates.
- 14.2. The award will be made to the lowest responsible bidder whose bid conforms to the Advertisement, these Instructions and whose qualifications indicate the award will be most advantageous to the City.
- 14.3. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 14.4. The City will notify all bidders of the award and return Bid Sureties to all but the successful bidder.

## **15. EXECUTION OF CONTRACT**

- 15.1. The form of the Contract, which the successful bidder will be required to execute, is included in the Bid Documentation.
- 15.2. After notice from the City, the successful bidder has fourteen (14) business days to enter into a Contract or forfeit as liquidated damages the security deposit. By executing the Contract, the Contractor certifies that he has reviewed the Contract Documents and the project area and accepts the conditions of each.
- 15.3. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Owner the following documents, as required by the Owner and the Contract Documents:
  - 15.3.1. Certificates of Insurance and Endorsement
  - 15.3.2. Labor and Materials Payment Bonds

- 15.3.3. Performance Bond
- 15.3.4. City Business License
- 15.3.5. Virginia State Contractor's License Number

15.4. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance and Endorsement in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

## **16. OBLIGATION OF BIDDER**

- 16.1. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda).
- 16.2. The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.
- 16.3. Under Section 2.2-4330, Procedure (A(i)) of the Code of Virginia, a bidder for a contract with the State or any department, institution or agency thereof, or with any county, city, town, school board, or any agency thereof for the construction, demolition, alteration, repair or improvement may withdraw his bid from consideration if the price bid was substantially lower than the other bids due 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, evidenced by the inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder must give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

## **17. ADJUSTMENT OF CONTRACT**

- 17.1. The Owner reserves the right to expand this contract to include work of the type defined in the project specifications, to other areas of the City. This expansion would be contingent upon the Contractor agreeing to perform the additional work at the same contract prices found in the proposal for the original contract.
- 17.2. The owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities as deemed in the best interest of the Owner. Adjustments of contract unit prices will not be considered for overruns or underruns of the original bid quantities. Unit price adjustments will not be made in the event of the elimination of any other associated bid item.

## **18. PRE-BID MEETING**

- 18.1. A **non-mandatory** pre-bid meeting will be held on October 29, 2021 at 10:00 a.m. (See **Advertisement for Bid** for details.)

## **19. CITY BUSINESS LICENSE**

- 19.1. City of Staunton Business License is required for successful award of this project. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to

the Owner a copy of their City Business License. The bidder shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Staunton Commissioner of Revenue office at 540- 332-3829.

## 20. STANDARDS AND SPECIFICATIONS

- 20.1. Applicable work in this project shall conform to the project documents, current Virginia Department of Transportation (VDOT) Road and Bridge specifications, the current VDOT Road and Bridge Standards, the current Virginia Erosion and Sediment Control handbook, the current Virginia Erosion and Sediment Control regulations and the current City of Staunton Design and Construction Standards Manual.

## 21. CONSIDERATION OF PROJECT COMPLEXITIES

- 21.1. In preparing this bid, Contractor shall understand and account in their costs for the complexities involved in administering the construction required by this Contract. Contractor shall be aware that the project area receives regular traffic during the work day. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner. Additionally, the project area is adjacent to two streams and a duck pond. Contractor shall take special care to adhere to all requirements of the contract documents in regard to these. Access to some project areas may be difficult for some construction equipment.
- 21.2. Submission of a bid shall be an affirmation that the Contractor understands these complexities and difficulties associated with this project, that he has included in his bid a sufficient dollar amount to compensate for the additional time and effort these complexities and difficulties will require on his part, and that he understands that the Owner will not accept any claim for time extension or additional costs associated with them.

## 22. INSURANCE REQUIREMENTS

- 22.1. By signing and submitting a bid or proposal the contractor certifies that if awarded the contract, they will have the insurance coverages as outlined in **Section 2 - Insurance** of the General Conditions at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

### BIDDER STATEMENT

***We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.***

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

***\*This document must be completed & returned with bid submission.\****

END OF INFORMATION FOR BIDDERS

## **BID FORMS**

To: City of Staunton  
City Purchasing Agent's Office  
Third Floor, City Hall  
P.O. Box 58  
Staunton, Virginia 24402

Gentlemen:

The undersigned, as Bidder, does hereby declare that the only person, persons, company or parties interested in this Bid are named herein; that this Bid is made and that the Contract will be executed without collusion with any other person or persons presenting any Bid for the same work, labor and materials; that this Bid is in all respects fair and just and that no person prohibited therefrom by law is directly or indirectly interested in this Bid, nor in the labor and materials to which it relates, nor in any portion of the profits thereof.

The undersigned does further declare that he has personally examined the site of the proposed work and made such investigation as is necessary to determine the general and local conditions and the character of the work to be encountered; that he has carefully examined each and every item of the annexed Contract Documents and the Plans and Specifications pertaining hereto, and that he fully understands the same, and will make no claim, other than as stated therein, because of any misunderstanding or misconception concerning the nature, character or amount of work to be done.

The undersigned does hereby offer and agree to execute and perform the Contract attached hereto, and of which this Bid forms a part; and to furnish all of the labor, materials, tools, equipment, transportation and superintendence for the construction; in strict conformity with the drawings and specifications. The bidder understands that the quantities shown in the Bid Schedule are approximate only; and are subject to either increase or decrease based on the work shown on the Drawings and for changes in the work as directed by the Owner and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit price set out herein, and should the quantities be decreased, he also understands that payment will be made on the actual quantities installed at the unit prices, and will make no claim for the anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the work. Lump sum bid items will not be adjusted.

*\*This document must be completed & returned with bid submission.\**

**BID WORKSHEET**

**Gypsy Hill Park Duck Pond Sidewalk Repairs**

**\*This document must be completed & returned with bid submission.\***

**\*\*All items are to be quoted per Technical Specifications.**

**A - Site Work**

| Bid No.   | Item                                                         | Qty. | Unit | Unit Price | Item Total |
|-----------|--------------------------------------------------------------|------|------|------------|------------|
| A1        | Mobilization                                                 | 1    | LS   |            |            |
| A2        | Remove/Dispose Existing 4" Sidewalk                          | 393  | SF   |            |            |
| A3        | 4" Exposed Aggregate Concrete Sidewalk w/ Compacted 21A Base | 393  | SF   |            |            |
| A4        | Remove/Dispose Existing 6" Sidewalk w/ Turn-down             | 1580 | SF   |            |            |
| A5        | 6" Exposed Aggregate Concrete Sidewalk w/ Turn-down          | 1580 | SF   |            |            |
| A6        | Ornamental Fence Reinstallation                              | 267  | LF   |            |            |
| A7        | Grading / Fill Eroded Areas, Topsoil & Seeding               | 1    | LS   |            |            |
| A8        | Erosion & Sediment Control                                   | 1    | LS   |            |            |
| Subtotal: |                                                              |      |      |            |            |

**B - Pedestrian Bridge Repair**

| Bid No.   | Item                                     | Qty. | Unit | Unit Price | Item Total |
|-----------|------------------------------------------|------|------|------------|------------|
| B1        | Remove Portion of Existing Structure     | 1    | LS   |            |            |
| B2        | Concrete (Class A4) for Bridge           | 4    | CY   |            |            |
| B3        | Aggregate Material (VDOT Type 1 No. 21A) | 10   | CY   |            |            |
| B4        | Concrete Superstructure Surface Repair   | 2    | SY   |            |            |
| B5        | Stone Masonry Work                       | 1    | LS   |            |            |
| B6        | Stone Masonry Arch Facades               | 1    | LS   |            |            |
| Subtotal: |                                          |      |      |            |            |

TOTAL BASE BID:

WORDS

FIGURES

**AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES.**

**IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.**

The undersigned agrees to complete the work enumerated herein in accordance with Paragraph 8 of Instructions to Bidders. It is expressly understood and agreed that the time of beginning, rate of progress, and the date of completion are essential conditions, and that in the event of failure to complete the work within the above specified time, the Contractor will be liable for the payment of liquidated damages as provided in Paragraph 8 of Instruction to Bidders. Extensions may be granted, upon written request,

for inclement weather and for any other cause not the fault of the Contractor. The City reserves the right to shut the project down for extended periods due to inclement weather. Deadline extensions will be made to equally compensate for periods of shut down.

The undersigned likewise agrees that he will execute and deliver the Contract hereto attached within fourteen (14) business days, and City of Staunton holidays excepted, after notification of the acceptance of this Bid and award of the Contract; and will furnish a performance and a payment bond for the total amount of the accepted Bid on the forms provided in the Contract Documents, satisfactory to the Owner as surety for the faithful performance and completion of the Contract and the payment of all subcontractors, material dealers and labor.

The undersigned certifies that he understands that it is the intent of the drawings, and the Contract Documents, that the work be completed in every respect and that no additional compensation will be allowed for minor tasks necessary to completely perform the work.

The undersigned acknowledges Addenda:

|                   |               |
|-------------------|---------------|
| Addenda No. _____ | Addenda _____ |
| Addenda No. _____ | Addenda _____ |

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions in making up this Bid.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Registered Virginia Contractor's License No.

|                         |                     |
|-------------------------|---------------------|
| _____<br>Classification | _____<br>Expiration |
|-------------------------|---------------------|

\_\_\_\_\_  
SCC Number

\_\_\_\_\_  
Contractor's IRS Number

Dates this \_\_\_\_\_ day of \_\_\_\_\_ 2021

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

*\*This document must be completed & returned with bid submission.\**

END OF BID FORMS & WORKSHEETS

## 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 \_\_\_\_\_  
 \_\_\_\_\_ for the payment of which, well and truly to be made,  
 we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and  
 assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to  
 \_\_\_\_\_ a certain bid attached hereto  
 and hereby made a part of hereof to enter into a contract in writing, for the \_\_\_\_\_  
 \_\_\_\_\_

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the  
 Form of Contract attached hereto (properly completed in accordance with said Bid) and  
 shall furnish a bond for his faithful performance of said contract, and for the payment of  
 all persons performing labor or furnishing materials in connection therewith, and shall in  
 all other respects perform the agreement created by the acceptance of said Bid.

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 an 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 first set forth above.

(L.S.)

\_\_\_\_\_  
 Principal

\_\_\_\_\_  
 Surety

By: \_\_\_\_\_

Seal

*\*This document must be completed & returned with bid submission.\**

END OF BID BOND

## STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ -OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) -OR-
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

*Print*

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

***\*This document must be completed & returned with bid submission.\****

END OF STATE CORPORATION COMMISSION FORM

## CERTIFICATION REGARDING CONTACT WITH CHILDREN

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton Public Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

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It is certified, now and on a continuous basis, that none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor:

By:

Name:

Title:

Date:

*\*This document must be completed & returned with bid submission.\**

END OF CERTIFICATION REGARDING CONTACT WITH CHILDREN

## NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;
- (2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

CITY / COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public, do certify that

\_\_\_\_\_ whose name is signed to the foregoing

has this date acknowledged the same before me in my City foresaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expired \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

*\*This document must be completed & returned with bid submission.\**

END OF NON-COLLUSION AFFIDAVIT

## REFERENCE LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

### **Reference #1**

|                |                         |
|----------------|-------------------------|
| Company: _____ | Contact Person: _____   |
| Phone #: _____ | Email: _____            |
| Project: _____ | Dates of Service: _____ |

### **Reference #2**

|                |                         |
|----------------|-------------------------|
| Company: _____ | Contact Person: _____   |
| Phone #: _____ | Email: _____            |
| Project: _____ | Dates of Service: _____ |

### **Reference #3**

|                |                         |
|----------------|-------------------------|
| Company: _____ | Contact Person: _____   |
| Phone #: _____ | Email: _____            |
| Project: _____ | Dates of Service: _____ |

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

### **Terminated Reference** *(if Applicable)*

#### **Reference #1**

|                |                         |
|----------------|-------------------------|
| Company: _____ | Contact Person: _____   |
| Phone #: _____ | Email: _____            |
| Project: _____ | Dates of Service: _____ |

### **Company Background** *(Attach additional sheets if necessary.)*

Number of Years in Business: \_\_\_\_\_

Overview of Work History, Experience & Background of Company:

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*\*This document must be completed & returned with bid submission.\**

END OF REFERENCE LIST

## CONTRACT

**THIS CONTRACT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, **2021**, for identification, is made by and between the **CITY OF STAUNTON, VIRGINIA** (the “OWNER”), a municipal corporation of the Commonwealth of Virginia acting by and through its City Manager, and \_\_\_\_\_ (the “CONTRACTOR”), a \_\_\_\_\_ Corporation licensed and registered to do business in the Commonwealth of Virginia, (SCC # \_\_\_\_\_).

WITNESSETH: That for and in consideration of the payments and contract hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

### **PROJECT: GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS**

Hereafter called the **PROJECT**, for a sum not to exceed \_\_\_\_\_ under the terms of the contract documents.

For said price, the CONTRACTOR is to furnish all materials, labor, superintendence, equipment, tools, machinery, and other accessories and services necessary to complete the said PROJECT.

The Contract Documents, which comprise the entire CONTRACT between OWNER and CONTRACTOR, consist of the following:

- 1. This Contract**
- 2. Instructions for Bidders**
- 3. Bid and Addenda**
- 4. Performance and Payment Bonds**
- 5. General Conditions**
- 6. Special & Supplemental Conditions**
- 7. Technical Specifications**
- 8. Plan Designs**

Said documents are those prepared by the City Engineering Office or its assigned representative for the specific PROJECT.

The OWNER agrees to make payment to the CONTRACTOR in accordance with the General Conditions and for the price specified in the bid for work completed as stated above as the sum to be paid.

OWNER and CONTRACTOR stipulate that **TIME IS OF THE ESSENCE** and that delay by the CONTRACTOR in completion would have significant adverse consequences for the PROJECT; that, however, the actual damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by CONTRACTOR to perform in a timely manner are a reasonable way and not a penalty to address such adverse

consequences. CONTRACTOR also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require CONTRACTOR to pay liquidated damages of **\$1,000** per day for the CONTRACTOR's failure to perform timely in strict accordance with the CONTRACT.

OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the Proposal and to make payments on account thereof as provided in the General Conditions and the Special and Supplemental Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract, in the year and day first above mentioned.

\_\_\_\_\_  
Parks & Recreation Director's Initials

\_\_\_\_\_  
Director of Finance Initials

Approved as to Legality and Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Manager or Authorized Representative

\_\_\_\_\_  
(Seal)

Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Note: Secretary of the OWNER should attest. If CONTRACTOR is a corporation.

*\*This document must be completed & returned with bid submission.\**

END OF CONTRACT

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

---

---

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor, and

---

---

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

---

---

(Insert name and address of Owner)

As Obligee in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
(Insert sum equal to contract price in both words and figures)

For the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 20\_\_ entered into a Contract with the Owner for:

**GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS  
Staunton, Virginia**

In accordance with Technical Specifications and Plan Designs prepared by:

**City of Staunton Engineering Office**  
for:  
**City of Staunton Parks & Recreation Division**  
**116 W. Beverley Street**  
**Staunton, Virginia 24401**

Which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications and

Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

- a) The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- b) Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2) before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.
- c) No right of action shall accrue on this bond to or for the use of any Person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

In the presence of :

\_\_\_\_\_ WITNESS

\_\_\_\_\_ WITNESS

Surety:

(Attach power of attorney)

\_\_\_\_\_  
(SEAL)

PRINCIPAL

\_\_\_\_\_  
BY TITLE

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY TITLE

CONTRACTOR'S PERFORMANCE BOND

Project: \_\_\_\_\_

*\*This document must be completed & returned with bid submission.\**

END OF PERFORMANCE BOND

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

---

---

---

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor, and

---

---

---

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

---

---

---

(Insert name and address of Owner)

As Obligee for the use and benefit of claimants as herein below defined in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_)

(Insert sum equal to contract price in both words and figures)

For the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 20\_\_ entered into a Contract with the Owner for:

**GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS  
Staunton, Virginia**

In accordance with Technical Specifications and Plan Designs prepared by:

**City of Staunton Engineering Office**

for:

**City of Staunton Parks & Recreation Division  
116 W. Beverley Street  
Staunton, Virginia 24401**

Which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as herein defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void. Otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- d) A claimant is defined as one having a direct contract with the Contractor for labor, material, or both, used or reasonably required for use in performance of the Contract, labor and material be construed to include the part of water, gas, power, light, heat, oil. gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- e) The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work of labor was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- f) Any suit or action hereunder by any claimant:
  - 1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
  - 2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

In the presence of:

\_\_\_\_\_ WITNESS

\_\_\_\_\_ WITNESS

Surety:

(Attach power of attorney)

\_\_\_\_\_  
(SEAL)  
PRINCIPAL

\_\_\_\_\_  
BY TITLE

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY TITLE

CONTRACTOR'S LABOR AND MATERIAL PAYMENT BOND

Project: \_\_\_\_\_

*\*This document must be completed & returned with bid submission.\**

END OF PAYMENT BOND

## GENERAL CONDITIONS

### 1. INTENT

- 1.1. The Contract Documents comprise the entire Contract between the City and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 1.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.
- 1.3. Plans and Specifications – All Work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both these ways; and should any work or materials be required which are not detailed in the Specifications or Plans, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such materials as fully as if they were particularly delineated and described. The Contractor shall keep one copy of all Plans and Specifications on the project at all times.
- 1.4. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

### 2. INSURANCE REQUIREMENTS

- 2.1. During the term of this Contract, the Contractor shall procure and maintain insurance coverages with insurance companies rated by A. M. Best Company as A – VIII or better. The company(ies) shall be authorized to do business under the laws of the Commonwealth of Virginia and be acceptable to the City of Staunton and shall provide the following minimum types of insurance:
  - a) Commercial General Liability Insurance – This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such insurance shall include coverages "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions.

This insurance shall name the City, the City Council and its employees as additional insured by endorsement to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an

additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor.

The Policy shall have the following minimum limits:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 General Aggregate Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 Products and Completed Operations Aggregate Limit
- \$5,000 Medical Expense Limit

This insurance shall include the following provisions and /or endorsements:

The General Aggregate limit shall apply on a "per project" and on a "per location" basis;

- i. Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, subcontractors and independent contractors;
- ii. The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability coverage will be maintained for two years after completion of the Work.
- iii. The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in this document in the minimum amounts required by the City and the Contractor, during the term of this subcontract.

- b) Worker's compensation and Employer's Liability Insurance -- Worker's Compensation and Employer's Liability Insurance for the Contractor's employees engaged in the Work under this Contract, in accordance with the statutory requirements of the Commonwealth of Virginia. The Contractor shall require each of his Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged on work under the Contract is not protected under the Worker's Compensation statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:

- \$100,000 per employee for Bodily Injury.
- \$100,000 per employee for disease
- \$500,000 per policy for disease

The Worker's Compensation and Employer's Liability Insurance policy shall include an "all states" or "other states" endorsement.

- c) Commercial Automobile Liability Insurance -- Commercial Automobile Liability Insurance, including coverage for owned, hired, non owned and borrowed vehicles used in the work with minimum limits of \$1,000,000 Combined Single Limit per occurrence. This insurance shall name the City, the City Council and its employees as additional insureds by endorsement to the Commercial Automobile Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as

an additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.

- d) Umbrella or Excess Liability -- Umbrella Liability or Excess Liability Insurance with the following minimum limits of:

- \$5,000,000 Each Occurrence
- \$5,000,000 Annual Aggregate

The following policies shall be scheduled as underlying policies:

- Commercial General Liability
- Commercial Automobile Liability
- Employers Liability

This insurance shall name the City, the City Council and its employees as additional insured by endorsement to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.

- 2.2. Proof of insurance for each type of coverage listed herein shall be provided within 10 Days after issuance of the Award Letter for the Contract, and no Work shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all such insurance of the Subcontractor has been so obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. The Contractor certifies by commencement of the Work that his insurance and that of Subcontractors is in effect and meets the requirements set forth herein.
- 2.3. The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
- a) claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;
  - b) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - c) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - d) claims for damages insured by personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by any other person for any other reason;

- e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- 2.4. The insurance required to be purchased and maintained by the Contractor shall:
- a) include completed operations insurance;
  - b) with respect to any other insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Contractor shall furnish the City and Engineer evidence satisfactory to the City of continuation of such insurance at final payment and 1 year thereafter);
  - c) contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance.
- 2.5. All of the aforesaid insurance policies must be endorsed to provide that the insurance company shall give 30 days' written notice to the City if the policies are to be terminated or if any changes are made during the Contract period which will affect in any way the insurance requirements required in this contract. Before starting the Work, the Contractor shall provide the City with a copy of each policy which he and each of his Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. These policies shall contain endorsements to the policies naming the City of Staunton as an additional insured as required.
- 2.6. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

### **3. AVAILABILITY OF LANDS**

- 3.1. City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Upon reasonable written request, City shall furnish Contractor with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and City's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. City shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which Contractor will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by City, unless otherwise provided in the Contract Documents. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 3.2. Construction in Public Rights-of-Way - The Contractor shall perform all his operations in a manner that will cause the minimal possible disruption to the normal vehicular and pedestrian traffic. The Contractor shall not block streets or highway to traffic without the prior consent of the City. Flagmen, lights, barricades, and construction signs shall be provided as directed by City. All barricades, signs, cones, etc. must conform to the guidelines established by the Manual of Uniform Traffic Control Devices (M.U.T.C.D.) and the Virginia Work Area Protection Manual. All flagmen must be Virginia Department of Transportation certified. Pavement,

shoulders, ditches, drainage structures and all other facilities disturbed during the construction shall be restored to their original condition, at the Contractor's expense except for work specifically itemized in the proposal. The Performance Bond shall cover all work on the City's rights-of-way and easements and the Contractor shall be responsible for the repair and maintenance of all areas disturbed within said rights-of-way and easements. No open ditches shall be permitted overnight in public rights-of-way.

- 3.3. Construction on Private and Public Property - The area of the construction shall be left in the same condition as it was found. All private and public utilities pipes, wires, lines, fences, walls, walks, pavements, curb and gutter, graveled areas, driveways, drainage structures, trees, shrubs, mailboxes, guy wires, septic systems, etc., encountered during the work whether shown on the Plans or not, shall be protected from damage by the Contractor. Should any facilities be damaged, the Contractor shall repair, replace, or pay damages for same. The surface of the construction area shall be graded, stoned, paved, seeded, etc.; to fit original conditions encountered. Payment for this work shall be included in the Proposal price of the item under construction.

#### **4. EXISTING UTILITIES**

- 4.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City or by the owners of such Underground Facilities or by others, unless otherwise expressly provided in the Special and Supplemental Conditions.
- 4.2. City shall not be responsible for the accuracy or completeness of any such information or data; and
- 4.3. The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for:
  - 4.3.1. reviewing and checking all such information and data;
  - 4.3.2. locating all Underground Utilities shown or indicated in the Contract Documents
  - 4.3.3. coordination of the Work with the owners of such Underground Facilities during construction;
  - 4.3.4. the safety and protection of all Underground Facilities and repairing any damage thereto resulting from the Work.
- 4.4. Existing Utility Lines - The Contractor shall not disturb or damage any existing utility lines found above or below ground whether shown on the Plans or not. If during the course of the work any disturbance, or breakage should occur, the Contractor shall replace, at his own expense, the affected utility lines to the satisfaction of the City and the proper utility company. The Contractor shall bear full responsibility for any damage to life and/or property incurred as a result of such disturbance or damage to existing utility lines. Special attention should be paid to the Code of Virginia, Sections 59.1-406 - 59.1-414 - "Overhead High Voltage Line Safety Act".

#### **5. SCHEDULE**

- 5.1. Schedule of Construction - Commencement of construction shall begin by the date determined by the City. Prior to initiation of construction, the Contractor shall have submitted a detailed work schedule to the City and have received approval of same. The Contractor must proceed according to the approved schedule unless the changes are approved by the City.

- 5.2. Contractor shall submit to City for acceptance proposed adjustments in the progress schedule that will not change the Contract Times. Such adjustments will conform generally to the progress schedule.

## 6. SHOP DRAWING, MATERIAL DATA SHEETS

- 6.1. Contractor shall submit Shop Drawings to Engineer for review and approval. All submittals will be identified as City may require and in the number of copies specified. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City the materials and equipment Contractor proposes to provide and to enable City to review the information.
- 6.2. Contractor shall also submit material Data Sheets to City for review and approval. Each submittal will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as City may require to enable City to review the submittal.
- 6.3. Before submitting each Shop Drawing or Material Data Sheet, Contractor shall have determined and verified:
  - 6.3.1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  - 6.3.2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
  - 6.3.3. All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- 6.4. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by City under the following circumstances:
  - 6.4.1. **"Or-Equal"**: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
  - 6.4.2. **Substitute Items**: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the

general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

## **7. CONTRACTOR'S RESPONSIBILITIES**

- 7.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 7.2. The Contractor shall keep on the work during its progress, a competent superintendent, satisfactory to the City and any directions given to such superintendent shall be as binding as if given to the Contractor. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by Points and Instructions, it shall be his duty to immediately inform the City in writing, and the City shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.
  - 7.2.1. The contractor shall provide a superintendent and work force that is cooperative and friendly with the business community and general public. Abusive language and actions are prohibited.
- 7.3. Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 7.4. Unless otherwise specified in the Contract Documents, 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 other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

- 7.5. All materials and equipment shall be good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required 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 instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 7.6. Throughout the course of the construction, the Contractor shall maintain the project free from any conditions, which may result in danger or nuisance to the public, including but not limited to dust and street disrepair.
  - 7.6.1. The Contractor shall take steps necessary to provide the safety necessary to protect the general public in the area.
- 7.7. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur. The neglect, failure, or refusal of the City to order the use of bracing or sheeting, or a better quality, grade, or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the giving or failing to give orders or directions as to the manner or methods of placing or driving sheeting, bracing, jacks, wales, rangers, etc., shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or any acts of the City, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN PROPER AND SUFFICIENT SHEETING, SHORING AND BRACING TO PROTECT ALL PERSONS CONNECTED WITH THE WORK FROM INJURY.
- 7.8. Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the City. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced; upon completion of the work they shall be removed leaving the area clean and free from nuisance.
- 7.9. The Contractor will be required to comply with the City's Erosion and Sediment Control Ordinance. Special care shall be taken to prevent siltation of existing sewer, streets, drainage ditches, and private property.
- 7.10. Contractor shall obtain and pay for all construction permits and licenses. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids, or, if there are no Bids, on the Effective Date of the Contract.

- 7.11. The Contractor shall provide all field engineering services necessary for laying out the Project. All such services shall be performed by a Professional Surveyor registered with the State of Virginia. Control points shall be established and maintained during the execution of the Project. All documentation and control points shall be made available to the City throughout the execution of the Project.
- 7.12. The Contractor shall provide at their cost an independent testing service, approved by the Engineer, to perform all testing required by the Contract Documents. Written reports shall be provided to the City.
- 7.13. If required by the Contract Documents, the Contractor shall provide “as built” plans within 30 days of project completion. Such plans shall be prepared by a Licensed Surveyor and shall show such items as final elevations, grades, structure locations, etc.
- 7.14. Representatives of the City, as well as representatives of Local, State and Federal agencies and parties having an interest in the project shall have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and review.
- 7.15. During the performance of this contract, the Contractor agrees to
  - 7.15.1. provide a drug-free workplace for the Contractor’s employees
  - 7.15.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations and such prohibition
  - 7.15.3. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug free workplace; and
  - 7.15.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that such provisions will be binding upon each Subcontractor or vendor.
- 7.16. Contractor certifies that it does not and will not during the performance of this Contract violate:
  - 7.16.1. The provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens.
  - 7.16.2. The provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

## **8. SUBCONTRACTS**

- 8.1. Contractor shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- 8.2. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor’s

own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between City and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the City to pay or to see the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

- 8.3. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the City through Contractor.
- 8.4. The Contractor shall, as directed by the Owner, remove from all public and private property, at his own expense, all temporary structures, rubbish and waste materials, resulting from his operations; and shall leave the site in a neat, orderly condition.

## **9. OWNER'S RESPONSIBILITY**

- 9.1. The Owner through his designated representatives shall have general supervision and direction of the work. He has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work as in his judgment is required, to order the force increased or diminished and to decide questions which arise in the execution of the work.
- 9.2. Wherever work being done by the City's forces or by other Contractors is contiguous to work covered by this Contract the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.
- 9.3. If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the City after three days' written notice to the Contractor, may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 9.4. City shall promptly furnish the data required under the Contract Documents and shall make payments to Contractor promptly when they are due.
- 9.5. City shall provide inspection of the Contractors Work.
- 9.6. The City shall have the right at any time, for reasons which appear good to them, to annul this Contract upon giving written notice to the Contractor, in which event the Contractor shall be entitled to the full amount of the estimate for the work done by him under this Contract up to the time of such annulment, including the retained percentage. The Contractor shall be reimbursed by the City for such expenditures that are not otherwise compensated for, and as are required in preparing for and moving to and from the work; the intent being that an equitable settlement shall be made with the Contractor.

## **10. CHANGES IN WORK**

- 10.1. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order additions, deletions or revisions in the work. Any additions, deletions or

revisions will be authorized by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.

- 10.2. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 10.3. City and Contractor shall execute appropriate Change Orders covering:
  - 10.3.1. Changes in the Work which are ordered by City;
  - 10.3.2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
  - 10.3.3. Changes in the Contract Price or Contract Times, which embody the substance of any written decision, rendered by the City.

## **11. CHANGES IN CONTRACT PRICE**

- 11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in Contract Price.
- 11.2. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to City promptly after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 20 days after the start of such occurrence or event and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.
- 11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:
  - 11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved.
  - 11.3.2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum.

## **12. CHANGES IN CONTRACT TIMES**

- 12.1. The Contract Times may only be changed by a Change Order except for inclement weather days as determined by the City. Such inclement weather days shall be maintained by the City and added to the number of days permitted for completion of the Project. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to City promptly after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims

for adjustment in the Contract Times shall be determined by City. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

- 12.2. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by City, acts or neglect of utility owners, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within control of Contractor.
- 12.3. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both City and Contractor, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall City be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:
  - 12.3.1. delays caused by or within the control of Contractor, or
  - 12.3.2. delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners.

### **13. INDEMNIFICATION**

- 13.1. The Contractor agrees to indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent and employees, against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property arising out of services performed hereunder or by reason of the intentional or negligence acts or omissions of the Contractor, its employees, agents or sub-consultants, including any independent contractors.

### **14. SEPARATE CONTRACTS**

- 14.1. The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

### **15. PAYMENT**

- 15.1. 5% of the dollar amount of the estimate of work completed shall be withheld until the final acceptance of the project. Payment shall be made based on estimates of work completed in the preceding month submitted on, or before the 5th day of the month for the duration of the contract. Application for partial payments shall be submitted on Standard City form.
- 15.2. Material stored on site shall be paid for based on supplier invoice only.
- 15.3. Failure by the City to make payments at the time provided by this Contract shall give the Contractor the right to suspend work until payment is made, or, at his option, after thirty days written notice, should the City continue to default; to terminate this Contract and recover the price of all work done and materials provided and all damages sustained; and such failure to

make payment at the time provided shall be a bar to any claim by the City against the Contractor for delay in completion of the work, due to such suspension or failure to pay.

15.4. Payments to Subcontractors: The Contractor shall take one of two actions within seven days after receipt of payment by the City:

15.4.1. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under that contract; or

15.4.2. Notify the City and Subcontractor, in writing, of his intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to any Subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment by the City for work performed by the Subcontractor. Interest shall accrue at the rate of 1 percent per month.

15.5. Upon the completion of the work and its final acceptance by the City, the Contractor shall submit his final estimate over his signature, covering work provided for in this Contract, completed and accepted by the City under the terms and condition hereof, whereupon the balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor within 30 days of receipt of the final estimate by the City, provided that, before the payment of said final estimate the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills and outstanding indebtedness in connection with the work have been paid. The payment of the final estimate due under this Contract and any and all alterations of same, shall release the City and the officers and agents thereof, from any and all claims or liabilities on account of the work performed and materials furnished under this Contract or any alterations thereof.

15.6. The General Contractor shall have the option to use an escrow account procedure for utilization of the City's retainage funds, when contracting directly with the City for contracts involving \$200,000 or more of public funds, where portions of the contract price are to be retained, where such contracts are for: construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, drainage structures and the installation of water, gas, sewer lines and pumping stations. In the event a Contractor elects to utilize the escrow account procedure, then any sub such public project which provides for progress payments shall be subject to the same escrow account procedures.

15.6.1. The Contractor shall indicate its election to use the escrow account procedure, by completing the escrow agreement form and contract included in the Bid Documents for this Project. The form and contract shall be submitted to the City within fifteen (15) calendar days after the Contractor is notified of the award of the contract. If the escrow agreement form and contract are not submitted within the 15 day period, then the Contractor shall forfeit its right to the use of the escrow account procedure.

15.6.2. In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent, and the surety shall execute an escrow agreement form. The Contractor's escrow account shall be a trust company, bank or savings institution with its principal office located in the Commonwealth of Virginia.

15.6.3. This escrow account procedure shall not apply to public contracts for construction of railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone,

telegraph or signal systems for public utilities or the construction or maintenance of solid waste or recycling facilities and treatment plants.

## 16. DISCRIMINATION

16.1. During the performance of this contract, the Contractor agrees as follows:

- 16.1.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 16.1.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 16.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs 16.1.1, 16.1.2, and 16.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vender.

## 17. CLAIM PROCESS

- 17.1. The OWNER and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this CONTRACT or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation. Absent agreed resolution, the process to assert a claim against the City is to present it in writing to the Appropriate City Department Director; and absent acceptance of the decision of the Director of Parks & Recreation, then appeal in turn to the City Manager or designee and ultimately to Council, with each such appeal to be submitted in writing within 10 calendar days of prior decision, identifying in writing on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision and the resolution or remedy which would be acceptable. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.

END OF GENERAL CONDITIONS

## **ESCROW ACCOUNT ELECTION FORM**

### **ELECTION OF ESCROW ACCOUNT PROCEDURE FOR RETAINAGE**

If determined to be the successful low bidder(s), the below signed elects to use the Escrow Account Procedure for retainage.

---

**Write “Yes” or “No” on above line**

If the successful bidder elects ("Yes") to use the Escrow Account Procedure for Retainage, the following “Escrow Agreement” form provided below shall be executed and submitted to the City within fifteen (15) calendar days after notification. If the “Escrow Agreement” form is not submitted within the fifteen (15) day period, the Contractor shall forfeit his rights to the use of the Escrow Account Procedure.

**Company:**

---

**Authorized Signature:**

---

**SIGNATURE PAGE TO FOLLOW**

## ESCROW AGREEMENT

### CITY OF STAUNTON, VIRGINIA

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by, between and among the City of Staunton, Virginia ("City" or Owner"),

\_\_\_\_\_, ("Contractor"),

\_\_\_\_\_, (Name of Escrow Agent)

\_\_\_\_\_, (Address of Escrow Agent)

a trust company, bank, or savings and loan institution (hereinafter referred to collectively as "Escrow Agent") with its principal office located in the Commonwealth of Virginia ("Commonwealth") and \_\_\_\_\_ ("Surety") provides:

#### I.

The City and the Contractor have entered into a contract dated \_\_\_\_\_

with respect to City of Staunton ITB No. \_\_\_\_\_, for \_\_\_\_\_

\_\_\_\_\_, ("Contract"). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor. Payments should be made to \_\_\_\_\_ and mailed to \_\_\_\_\_ (Name and Address of Escrow Agent).

#### II.

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

#### III.

The City shall from time to time pursuant to the Contract pay to the Escrow Agent amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look solely to the Escrow Agent for the payment of funds retained under the Contract and paid by the City to the Escrow Agent.

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

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

#### IV.

Upon receipt of checks drawn by the City and made payable to the Escrow Agent under this agreement, the Escrow Agent shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Escrow Agent invest the escrowed funds in any security not approved, as set forth in Section V. below.

#### V.

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

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the Commonwealth of Virginia,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Escrow Agent or deposit by the Contractor, a Standard and Poor's or Moody's Investor Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Escrow Agent and its affiliates.
- (6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) 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.
- (7) No security is approved hereunder which matures more than five (5) years after the date of its purchase by the Escrow Agent or deposit by the Contractor.

#### VI.

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

Upon receipt of a direction signed by the City of Staunton Director of Finance or designee, the Escrow Agent shall pay the principal of the fund, or any specified amount thereof, to the City or the Contractor as the City may direct. If payment is to be made to the Staunton City Treasurer, it shall be made in cash or cash equivalent. However, if payment has been authorized to be made to the Contractor, the Contractor

may specify to the Escrow Agent if payment is to be made in cash or in kind. Any such payment and delivery required hereunder shall be made as soon as is practicable after receipt of the direction.

**VII.**

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

**VIII.**

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

**IX.**

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

**X.**

This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue and any actions for any litigation, suits, and claims arising from or connected with this Escrow Agreement and/or Contract referred to herein shall only be proper in the City of Staunton Circuit Court, or in the Staunton General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Escrow Agreement and/or such Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties.

IN WITNESS WHEREOF, the parties hereto have signed this Escrow Agreement by their authorized representatives.

Attest: (if corporation)

Witness: (if individual)

\_\_\_\_\_

\_\_\_\_\_  
Typed Name of Contractor

\_\_\_\_\_  
President/Vice-President

\_\_\_\_\_  
Partner or Owner (Seal)

Attest:

\_\_\_\_\_  
Typed Name of Escrow Agent

\_\_\_\_\_  
Bank Officer

\_\_\_\_\_  
Vice President

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Typed Name of Surety Company

By:

\_\_\_\_\_  
Attorney-In-Fact

Attest:

\_\_\_\_\_  
City of Staunton, Virginia

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

Approved as to execution:

\_\_\_\_\_  
City Attorney

## **PROCUREMENT GUIDELINES**

### **1. SUBMISSION AND RECEIPT OF BIDS:**

- 1.1. Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.
- 1.2. Unless otherwise specified, bidders must use the bid form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the bid form may invalidate the bid.

### **2. BID SPECIFICATIONS**

- 2.1. Bidders must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the bid, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the bid.

### **3. BRAND NAMES**

- 3.1. Unless otherwise provided in the invitation for bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall determine in its sole discretion equipment bid to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

### **4. DELIVERY POINT:**

- 4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

### **5. CASH DISCOUNTS:**

- 5.1. Cash discounts will be considered in determining the award.

### **6. LATEST MODEL/QUALITY**

- 6.1. Bidder shall bid on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

### **7. NOTICE OF AWARD**

- 7.1. Notice of award will be posted at <http://www.staunton.va.us/solicitation-results>

### **8. CHARGES AND PAYMENTS**

#### **8.1. To Prime Contractor:**

- 8.1.1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

- 8.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 8.1.3. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- 8.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 8.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

## 8.2. Payment to Subcontractors:

- 8.2.1. An offeror awarded a contract under this solicitation is hereby obligated:
  - 8.2.1.1. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - 8.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- 8.2.2. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

## 9. TESTING AND INSPECTION

- 9.1. The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## 10. ASSIGNMENT OF CONTRACT

- 10.1. A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.

## **11. DEFAULT**

- 11.1. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Staunton may have.

## **12. TAXES**

- 12.1. Sales to the City of Staunton are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

## **13. INDEMNIFICATION**

- 13.1. The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section of shall survive the completion, terminations or expiration of the contract.

## **14. LIABILITY AND LITIGATION**

- 14.1. The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

## **15. COPYRIGHTS**

- 15.1. The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

## **16. AWARDING THE CONTRACT**

- 16.1. The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in bids submitted in response to this Invitation to Bid when such waiver is in the best interest of the City.

- 16.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of bids. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results>

## **17. PUBLIC INSPECTION OF PROCUREMENT RECORDS**

- 17.1. Bids submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:
- 17.2. Public inspection of certain records:
  - 17.2.1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
  - 17.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - 17.2.3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
  - 17.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - 17.2.5. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall
    - 17.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
    - 17.2.5.2. identify the data or other materials to be protected, and
    - 17.2.5.3. state the reasons why protection is necessary.
    - 17.2.5.4. Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

## **18. ETHICS IN PUBLIC CONTRACTING**

- 18.1. By submitting their bid, all offerors certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their bid, and that they have not conferred on 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.

## **19. FORUM SELECTION**

- 19.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the

relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

## **20. PROMPT PAYMENT ACT**

- 20.1. Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

## **21. REJECTION OF BIDS**

- 21.1. The City reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof, to make no award, and/or to issue a new Invitation to Bid, or make modifications, corrections of additions to the information contained herein.
- 21.2. Offerors are cautioned this is an Invitation to Bid, NOT a request to contract.

## **22. COSTS FOR BID PREPARATION**

- 22.1. Any costs incurred by offerors in preparing or submitting bids are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Invitation to Bid.

## **23. APPROPRIATIONS**

- 23.1. The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

## **24. ADDITIONAL FEDERAL GRANT PROVISIONS**

- 24.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

## **25. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

- 25.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).
- 25.2. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

## **26. ANTITRUST**

- 26.1. By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

## **27. QUALIFICATIONS OF (BIDDERS/OFFERORS)**

- 27.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities.
- 27.2. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

## **28. CANCELLATION OF THE CONTRACT**

- 28.1. The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

## **29. AVAILABILITY OF FUNDS**

- 29.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

## **30. SELECTION PROCESS/AWARD**

- 30.1. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

## **31. SAFETY AND OSHA STANDARDS**

- 31.1. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

## **32. MODIFICATION & WITHDRAWAL OF BID**

- 32.1. An offeror may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

## **33. CONTRACT TERM**

- 33.1. The Offeror whose Bid is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that

Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Invitation to Bid.

- 33.2. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.
- 33.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.
- 33.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, and to reject any and all bids in total or by components.
- 33.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

### **34. COMPENSATION AND RECORD KEEPING**

- 34.1. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a “unit price” basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

### **35. PAYMENT**

- 35.1. Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

### **36. BID BOND**

- 36.1. When specified, each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier’s or certified check, made payable to the Treasurer, City of Staunton, in an amount equal to 5 percent of the total bid price. In the event of default by the bidder the 5 percent deposit shall represent liquidated damages to the City.

### **37. PERFORMANCE AND PAYMENT BONDS**

- 37.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$50,000.

### **38. BID ADDENDA**

- 38.1. Prior to submitting their bid, it is the bidder’s responsibility to check the City web-site for any addenda associated with this Invitation for Bid.

### **39. INSURANCE REQUIREMENTS**

- 39.1. Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City of Staunton as an additional insured.

#### **40. CONTRACT TERMINATION**

- 40.1. This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

#### **41. DEBARMENT STATUS**

- 41.1. By submitting their bids/proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

#### **42. CONTRACTOR UNDERSTANDING**

- 42.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

#### **43. DRUG-FREE WORKPLACE**

- 43.1. During the performance of this contract, the contractor agrees to:
- 43.1.1. provide a drug-free workplace for the contractor's employees;
  - 43.1.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - 43.1.3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
  - 43.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

#### **44. NON-DISCRIMINATION**

- 44.1. During the performance of this contract, the contractor agrees as follows:
- 44.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 44.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - 44.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 44.1.4. The contractor will include the provisions of the foregoing paragraphs 44.1.1, 44.1.2, 44.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **45. PERMITS AND LICENSES**

- 45.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

#### **46. NEGOTIATION WITH SUCCESSFUL BIDDER**

- 46.1. Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder
- 46.2. The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this IFB in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with bid to allow for additions and future expansions.

#### **47. COOPERATIVE PROCUREMENT**

- 47.1. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

#### **48. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

- 48.1. During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

#### **49. CERTIFICATION OF INTEREST & RELATIONSHIPS**

- 49.1. The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto and submit the certification contemporaneously with the executed Contract.

END OF PROCUREMENT GUIDELINES

## **TECHNICAL SPECIFICATIONS, PLANS & ADDITIONAL INFORMATION**

Follow This Page

## **TECHNICAL SPECIFICATIONS & PLANS – CITY OF STAUNTON**

Section 101 – Mobilization

Section 102 – Traffic Control

Section 103 – Site Clearing

Section 105 – Rock Excavation

Section 106 – Seeding

Section 110 – Curb & Gutter, Sidewalk, Miscellaneous Concrete

Figure A – Project Area

Figure B – Western Section

Figure C – Eastern Section

Figure D – Sidewalk Details

## **TECHNICAL SPECIFICATIONS & PLANS – MATTERN & CRAIG**

Specifications and Drawings For Gypsy Hill Park Pedestrian Bridge Rehabilitation – No. 4181

## **ADDITIONAL INFORMATION**

Bridge Inspection Report – Pedestrian Bridge Over Peyton Creek – No. GH11 – Mattern & Craig

## **SECTION 101 MOBILIZATION**

### **101.1 GENERAL**

Work shall consist of performing preparatory operations, moving personnel and equipment to the job site, paying bonds and insurance premiums, stakeout surveying, establishing adequate access to project area, including any temporary structures to provide access to project areas – particularly the eastern section, and establishing a Contractors field office, if required by the Contract Documents. Prime contractor is responsible for providing a licensed surveyor to perform any construction stakeout.

### **101.2 MEASUREMENT & PAYMENT**

When listed as a separate pay item, mobilization will be paid for at the rate of 50% with the first month's request for payment and 50% with the second month's request for payment. The mobilization bid shall not exceed 10% on projects with a value less than \$200,000 and 7.5% on projects over \$200,000. If mobilization is not listed as a separate pay item, it will be considered incidental to all other work and the cost distributed accordingly.

**END OF MOBILIZATION**

## **SECTION 102 TRAFFIC CONTROL**

### **102.1 GENERAL**

All traffic control devices and traffic patterns shall conform to the standards in the Manual of Uniform Traffic Control Devices (MUTCD) and the Virginia Work Area Protection Manual unless shown otherwise on the plans.

102.1.1 Referenced Specifications are referred to by abbreviation as follows:

- A. Manual of Uniform Traffic Control Devices (MUTCD)
- B. Virginia Department of Transportation (VDOT)
- C. Virginia Work Area Protection Manual (VWAPM)

102.1.2 The contractor is responsible for providing the required signage and cones.

102.1.3 No rerouting of traffic or street closings will be done without prior approval from the City. All signage and traffic control shall be subject to the City's approval.

102.1.4 All traffic cones are to be 36" tall and clean.

102.1.5 When left unattended, any work zone adjacent to a City street shall have lighted barricades every 30'. No open excavations will be permitted overnight in a City right-of-way.

102.1.6 Rerouting of traffic shall be delineated with traffic cones.

102.1.7 Flagmen must be used when stopping traffic and for equipment entering and exiting a work zone.

102.1.8 All flagmen shall be certified by VDOT and be in possession of a valid flagging card.

### **102.2 EXECUTION**

The project areas, including the pedestrian bridge, shall be closed to traffic, vehicular and pedestrian, for the duration of the construction operations. The Contractor shall provide and maintain proper signs, barricades, and traffic control devices to adequately close the project areas. Location of signs shall be coordinated with the Owner.

### **102.2 MEASUREMENT AND PAYMENT**

When listed as a separate bid item, Traffic Control will be paid for as a lump sum item. Payment will be made as a percentage of the associated items that are completed. When there is not a separate bid item for Traffic Control, it will be considered incidental to all other work and the cost distributed accordingly.

**END OF TRAFFIC CONTROL**

## **SECTION 103 SITE CLEARING**

### **103.1 GENERAL**

This section provides for general site clearing operations, including trees and vegetation removal, protection of existing trees to be left standing, and clearing and grubbing.

- 103.1.1 Related requirements specified in other Sections of the Specifications.
  - A. Section 104 - Trenching & Backfilling
  - B. Section 106 - Seeding
- 103.1.2 Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements not indicated to be removed, and improvements on adjoining properties.
- 103.1.3 Protect existing trees and other vegetation indicated to remain in place against cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fences, barricades or guards as required to protect trees and vegetation to be left standing.
- 103.1.4 Burning where allowed by local ordinances will be allowed by permit only.

### **103.2 EXECUTION**

- 103.2.1 Clearing
  - A. Remove from the site trees, brush, shrubs, down timber, rotten wood, rubbish, other vegetation, including stumps, as well as fences, and incidental structures necessary to allow for new construction.
  - B. Clearing work shall be restricted to area within rights-of-way or easements or within "Construction Limits" indicated on Drawings.
- 103.2.2 Existing Trees and Shrubs
  - A. Trees and shrubs that are to remain within "Construction Limits" shall be marked by the owner prior to clearing operations.
  - B. Ownership of Trees: Unless otherwise noted, felled trees within the "Construction Limits" shall become the property of the Contractor and shall be removed from the site.
  - C. Use only hand methods for grubbing inside the drip lines of trees which are to remain.

- 103.2.3 Clean up debris resulting from site clearing operations continuously with the progress of the work.
- 103.2.4 Remove all waste material from site.
- 103.2.5 Remove debris from site in such a manner as to prevent spillage. Keep pavement and area adjacent to site clean and free from mud, dirt and debris at all times.

### **103.3 MEASUREMENT and PAYMENT**

When listed as a separate bid item, Site Clearing shall be paid for as a lump sum. When not listed as a separate bid item, Site Clearing shall be considered incidental to associated work items.

**END OF SITE CLEARING**

## **SECTION 105 ROCK EXCAVATION**

### **105.1 DESCRIPTION OF WORK**

- 105.1.1 Furnish all labor, material and equipment to excavate rock and dispose of rock as specified herein.

### **105.2 REQUIREMENTS OF REGULATORY AGENCIES**

- 105.2.1 Observe all municipal ordinances and State and Federal laws relating to the transportation, storage, handling and use of explosives.
- 105.2.2 Blasters shall be duly licensed and shall have their license on the work site at all time during blasting activities.

### **105.3 DEFINITION**

- 105.3.1 The word "rock," wherever used as the name of an excavated material or material to be excavated, shall mean solid ledge rock which, in the opinion of the City Engineer, requires, for its removal, drilling and blasting or mechanical hammer.
- 105.3.2 No soft or disintegrated ledge rock, no loose, shattered, or broken stone, regardless of size, in rock fills or elsewhere; no frozen earth or existing paving; and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed for payment as rock excavation.

### **105.4 EXECUTION**

- 105.4.1 Excavate rock to the lines and grades indicated on the drawings and as specified in 105.6 - Measurement and Payment. Dispose of excavated material not suitable for backfill in a location approved by the Owner.
- 105.4.2 Excavate rock in trenches to 6-inches below the bottom of the pipe to be installed.
- 105.4.3 Excavate rock in structure excavations to 6" below the bottom of the foundation.
- 105.4.4 Conduct operations involving explosives by experienced personnel only, with all possible care to avoid injury to persons and damage to property. No blasting is to be planned without approval of the Owner.
- 105.4.5 Blast only with such quantities and strengths of explosives and in such manner as to break the rock approximately to the intended lines and grades.

- 105.4.6 Care shall be taken to avoid excessive cracking of the rock upon or against which any pipe or structure will be built, and to prevent damage to existing pipes or other structures and property above or below ground.
- 105.4.7 Cover rock with blasting mats where required.
- 105.4.8 Give sufficient warning to all persons in the vicinity of the work before a charge is detonated. Employ flagmen to stop or direct traffic as required.
- 105.4.9 When required by the City, the contractor shall have a seismograph on site to monitor vibration.

## **105.5 EXCESS ROCK EXCAVATION**

- 105.5.1 If rock is excavated beyond the limits of excavation indicated on the drawing, specifications, or not authorized in writing by the Engineer, the excess excavation, whether resulting from over breakage or other causes, shall be backfilled, by and at the expense of the Contractor, as specified below.
- 105.5.2 In pipe trenches, excess excavation below 6" from the bottom of the pipe shall be filled with material of the same type, placement and compaction as specified for the bedding.
- 105.5.3 In excavations for structures, excess excavation in the rock beneath foundations shall be filled with 3,000 psi concrete. Other excess excavation shall be filled with earth.
- 105.5.4 If rock below normal depth is shattered due to drilling or blasting operations and such shattered rock is unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled as described in "EXCESS ROCK EXCAVATION." All such removal and backfilling shall be classified as excess rock excavation.
- 105.5.5 Keep and submit to the Engineer an accurate record of each blast. The record shall show the general location of the blast, the depth and number of drill holes, the kind and quantity of explosive used, and other data required for a complete record.

## **105.6 MEASUREMENT AND PAYMENT**

- 105.6.1 The contractor shall notify the owner when rock measurements can be performed. If backfill commences before measurement is made, the contractor will not be paid for that portion of the rock removed. Maximum measurement for rock excavation in pipe trenches shall be to six (6) inches below bottom of pipe with the width of trench at 2'-0" plus the interior diameter of pipe, regardless of the excess width excavated. Maximum measurement for precast and cast-in-place structures shall be structure width plus four (4) feet; structure length plus four (4) feet; and base of structure. When listed as a separate bid

item, payment shall be the price bid per cubic yard and is to include aggregate fill to bring the ditch to plan grade. When not listed as a separate bid item, Rock Excavation shall be considered incidental to associated work items.

**END OF ROCK EXCAVATION**

## **SECTION 106 SEEDING**

### **106.1 GENERAL**

- 106.1.1 Related requirements specified in other Sections of the Specifications:  
Section 103 – Site Clearing
- 106.1.2 Reference Specifications are referred to by abbreviation as follows:  
American Society for Testing and Materials – ASTM  
Virginia Department of Transportation – VDOT
- 106.1.3 Submit two copies of the following:
  - A. Seed Test Report
  - B. Fertilizer Analysis
- 106.1.4 Materials shall be delivered in unbroken containers, clearly marked by the manufacturer as to contents. Seed, lime, and fertilizer shall be labeled as to proportions, analysis and quality. Store all materials in a manner affording protection from damage by weather or vandalism.
- 106.1.5 Seed only when wind velocity is less than 15 miles per hour.

### **106.2 PRODUCTS**

- 106.2.1 Topsoil shall be the top 4 inches or original soil from the site, unless otherwise noted on the Drawings. Topsoil obtained off-site shall be fertile, friable loam or silt, containing not less than 2 pct., by weight, of finely divided, decomposed vegetable matter. Topsoil shall be free of subsoil, clay lumps, brush, weeds, roots larger than ½ inch diameter, stones larger than ½ inch diameter and other material toxic or harmful to growth.
- 106.2.2 Fertilizer shall be 5-10-5 applied at 1000 pounds per acre.
- 106.2.3 Seed mixture shall be 40% lawn fescue, 40% lawn bluegrass, 10% annual rye grass and 10% white Dutch clover applied at 5 pounds per 1000 square feet unless otherwise specified.
- 106.2.4 Lime shall be ground agricultural grade lime containing not less than 85 pct. calcium and magnesium carbonates. Fineness shall be such that 100 pct. will pass a No. 20 sieve, not less than 50 pct. will pass a No. 100 sieve. Burnt lime or hydrated lime may be substituted in equivalent carbonates, if requested.
- 106.2.5 Mulch shall be clean, seed free, loose, unweathered, unchopped small grain straw. Spray mulch of an approved wood cellulose fiber material that is in

accordance with the Virginia Department of Transportation (VDOT) specifications shall be accepted.

- 106.2.6 Sod shall be composed of at least 70 pct. of Kentucky 31 tall fescue and be cut to provide a minimum thickness of 2 inches. Vegetation more than 5 inches in height shall be cut to 3 inches or less before sod is lifted.

### **106.3 EXECUTION**

- 106.3.1 Prepare soil for permanent seeding by tilling of topsoil in place to loosen thoroughly and break up all clods to a depth of 6 inches. Remove all stumps and roots, coarse vegetation, stones larger than 1-1/2 inches and all construction debris. Soil shall be worked by suitable agricultural equipment to a depth of not less than 4 inches. Rake to a uniform, smooth and drainable surface.

Apply lime and fertilizer uniformly and mix well into top 4 inches of seed bed. Apply lime at the rate of 100 lbs. per 1000 sq. ft. Apply fertilizer at the rate of 50 lbs. of 5-10-5 per 1000 sq. ft.

- 106.3.2 Sow permanent grass seed between dates of March 15 and May 31 or August 15 and October 31st unless otherwise approved. Temporary seeding and/or mulching is required at all other times.

- 106.3.3 Sow seed by mechanical seeder as follows:

- A. Mix seed thoroughly with clean dry sawdust and broadcast at rate of 5 lbs. of seed per 1000 sq. ft. in cross directions to ensure uniform distribution. Rake surface lightly and roll with appropriate type of lawn roller weighing maximum of 150 lbs. per foot of width.
- B. Protect the complete seeded area against erosion by mulching with straw at a rate of one (1) bale per 1000 square feet or by spray mulching with a wood cellulose fiber material applied by hydro-jet method at a rate of 35 pounds (dry weight) per 1000 square feet, in accordance with the VDOT Standard method.
- C. Anchor mulch by the following methods.
  - (1) In residential areas, apply synthetic mulch binder at rate recommended by manufacturer.
  - (2) On slopes steeper than 4 horizontals to 1 vertical, fasten heavy jute mesh to wooden stakes.

- 106.3.4 Remove all soiling or staining of finished walks, drives and parking area resulting from seeding work. Maintain paved areas in clean condition.

- 106.3.5 Turf grass Maintenance

- A. Water as required to keep soil moist during germination period.

- B. Mowing
  - (1) When grass reaches height of 3-1/2 to 4 inches, mow to height to 2-1/2 inches.
  - (2) Maintain grass height between 2-1/2 and 4 inches.
  - (3) Do not remove more than 33 pct. of total height of grass in one mowing.
- C. Reseed and mulch spots larger than 1 square foot without uniform stand of grass.
- D. Mow and maintain all seeded areas until uniform stand of grass is acceptable to Engineer.
- E. In the event that growth is not established by final project inspection, continue the specified attention until stand is accepted by Engineer.
- F. Correct or repair all undue settling as evidence by complaints received within one year after final inspection.

#### **106.4 HYDROSEEDING**

- 106.4.1 The Contractor may elect the use of approved hydraulic seeder (s) for the application of seed and mulch. No hydroseeding is to be administered to streambanks.
- 106.4.2 Hydraulic applications shall not begin until the topsoil preparation and the lime application has been completed, as specified herein. The method shall be in accordance with VDOT specifications.
- 106.4.3 Hydraulic Seeder(s) shall be equipped with an agitation system capable of maintaining all mixture solids in complete suspension and shall be equipped with spray nozzles that produce an even distribution.
- 106.4.4 Wood Fiber Mulch shall consist of specially prepared wood cellulose fibers. Mulch shall not contain growth or germination inhibiting factors. Mulch shall be dyed an appropriate color to facilitate visual detection during application.

106.4.5 Slurry mix for hydro seeding shall supply the following rates per acre:

|                                    |              |
|------------------------------------|--------------|
| Kentucky 31 Tall Fescue (100%) or, | 32 pounds    |
| Kentucky 31 Tall Fescue (67%) and, | 21.5 pounds  |
| Red Creeping Fescue (33%)          | 10.5 pounds  |
| Fertilizer 10-20-10                | 1,000 pounds |
| Wood Fiber Mulch, or               | 1,500 pounds |
| Straw tacked with,                 | 3,000 pounds |
| Wood Fiber                         | 750 pounds   |

#### **106.5 INSPECTION AND ACCEPTANCE**

106.5.1 At the beginning of the next planting season after that in which the permanent grass crop is sown, the seeded areas will be inspected. Any section not showing dense, vigorous growth at that time shall be promptly reseeded by the Contractor at his own expense. The lawns shall be watered, weeded, cut and otherwise maintained until the end of that planting season, when they will be accepted.

#### **106.6 MEASUREMENT AND PAYMENT**

- 110.6.1 Grading / Fill Eroded Areas, Topsoil & Seeding – Work is to include all labor, materials, etc. for filling eroded areas indicated on the plans, as well as backfilling to the required height for areas adjacent to sidewalk replacement, as specified on the plan details, including topsoil and seeding. Payment shall be the bid price per lump sum.
- 110.6.2 Erosion & Sediment Control – Work is to include all labor, materials, etc. required to protect downstream areas of the project and restabilize the areas being disturbed, including the silt fence as indicated on the plans. Payment shall be the bid price per lump sum.
- 106.6.3 Maintenance – There shall be no separate payment for maintenance of seeded or sodded areas.

#### **END OF SEEDING**

## **SECTION 110**

### **CURB & GUTTER, SIDEWALK, MISCELLANEOUS CONCRETE**

#### **110.1 GENERAL**

Work included in this Section consists of all new and/or replacement/repair of curb and gutter, curb, sidewalk, other miscellaneous concrete work, including pedestrian bridge repair work, and fence replacement.

**110.1.1 Referenced Specification by Abbreviation:**

Virginia Department of Transportation-(VDOT)

**110.1.2 All materials and workmanship associated with this Section will be accordance with VDOT's Road and Bridge Standards, 2016 and VDOT Road and Bridge Specifications, 2020 unless otherwise noted.**

#### **110.2 PRODUCTS**

**110.2.1 Submit shop drawings of all products as required by the City. For the pedestrian bridge repair work, Contractor shall submit to the City material certifications, mix designs and other shop drawings required by the project documents.**

**110.2.2 Provide Certified test results and/or mix designs.**

**110.2.3 Concrete shall be Class A4per the VDOT Road and Bridge Specifications, 2020, unless otherwise noted.**

**110.2.4 Base aggregate shall be Aggregate Material (VDOT Type 1 No. 21A), unless otherwise noted.**

#### **110.3 EXECUTION**

**110.3.1 Regular excavation shall include removal and disposal of all existing concrete sidewalk to be replaced, existing steps as required, as well as earth and all other materials associated with normal excavation to a depth to allow for the installation of the proposed project. All bituminous concrete paved surface immediately adjacent to the excavated areas must be saw cut in a straight line so that when excavation procedures are performed, existing paved surfaces will not be damaged. All concrete surfaces adjacent to the proposed project shall be saw cut in a neat straight line.**

**110.3.2 All areas beneath the proposed construction shall be excavated and/or graded and/or cleaned to a smooth uniform surface and compacted, as applicable, prior to installation procedures. All excavation shall be disposed of off the project site by the Contractor. All excavation shall be considered incidental to the contract.**

**110.3.3 Where sidewalk is to be replaced on top of an existing underlying slab, the existing sidewalk shall be removed such that the underlying slab will remain**

undisturbed, to the extent possible. Care shall be taken during sidewalk demolition to preserve the existing slab beneath.

- 110.3.4 Unstable Subgrades and Fill – In unstable areas, the subgrade shall be undercut and replaced with approved material to provide a sound subbase. All fill material under proposed concrete work required on this project shall be Aggregate Material (VDOT Type 1 No.21A) compacted to 95% modified proctor density.
- 110.3.5 Where concrete sidewalk is to be placed on existing concrete slab, a bonding agent such as SIKA Armatec-110 Epocem or approved equal shall be applied immediately prior to concrete pour, following manufacturer recommendations.
- 110.3.6 Formwork shall be in accordance with VDOT Road and Bridge Specifications, 2020.
- 110.3.7 Protection and curing shall be in accordance with VDOT Road and Bridge Specifications, 2020. Curing compound shall be white.
- 110.3.8 Sidewalk adjacent to the Duck Pond (eastern section of project) shall be the combination curb and walk type as shown on the detail drawing.
- 110.3.9 All sidewalk shall be exposed aggregate finish to match existing sidewalk finish.
- 110.3.10 All concrete sidewalks shall receive a score line (control joints) in finished surface every five feet (5'). Depth of the score line shall be a minimum of 5/8".
- 110.3.11 Expansion material shall be installed every 30' in sidewalks and between all existing and proposed concrete surfaces. Expansion material shall be of a type equal to the asphalt impregnated fiberboard conforming to ASTM c 175 for exterior work. Expansion material shall extend full depth of slab, less 1/2" at top of slab.

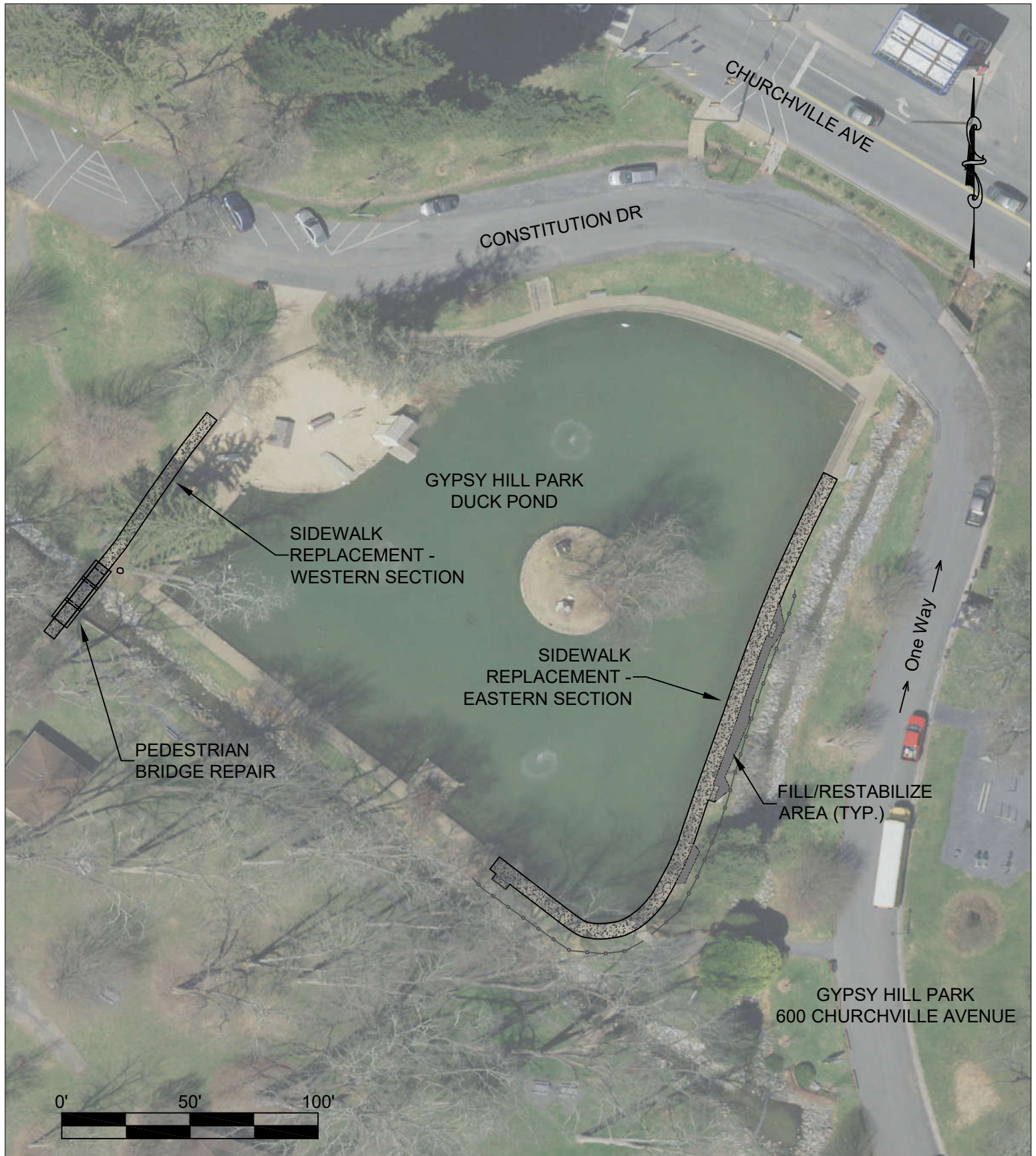
#### **110.4 MEASUREMENT AND PAYMENT**

- 110.4.1 Sidewalk – Measurement shall be the horizontal surface area (including curb on monolithic curb and sidewalk) of sidewalk. Work is to include excavation, backfill, stone base, labor, and materials, etc. This bid item to include bonding agent if required. Payment shall be the bid price per horizontal square foot of finished sidewalk. This item does not include the replacement of the exposed aggregate sidewalk on the pedestrian bridge (See Section 300).
- 110.4.2 Aggregate Material (VDOT Type 1 No. 21A) – Measurement shall be by the cubic yard of base stone placed under sidewalk, curb and gutter, gutter, entrances, ramps, miscellaneous concrete and street patch. Work is to include all excavation and incidental work. Payment for stone base is incidental to other

concrete pay items; no separate payment will be made, unless otherwise indicated.

- 110.4.3 Saw Cut – Measurement shall be parallel to the saw cut. Payment is for concrete saw cuts only as directed by the City and when identified as a separate pay item. Payment for saw cut is incidental to other concrete pay items; no separate payment will be made, unless otherwise indicated.
- 110.4.4 Remove/Dispose Existing Concrete or Sidewalk – Measurement and payment shall be per horizontal square foot of existing concrete sidewalk, entrances, pads, curb, gutter, ramps, and other concrete items requiring removal for project work and as indicated on the Plans.
- 110.4.5 Ornamental Fence Reinstallation – Measurement shall be the horizontal length of fence to be reinstalled. Work is to include removal of existing fence, modifications as needed for repairs to fence, reinstallation, connection to adjacent existing fence, and any touch-up painting required. Payment shall be the bid price per horizontal linear foot of fence reinstalled.
- 110.4.6 Removal and Reinstallation of Existing Benches – Payment for removal and reinstallation of existing benches is incidental to other concrete pay items; no separate payment will be made, unless otherwise indicated.

#### **END OF CURB & GUTTER, SIDEWALK, MISCELLANEOUS CONCRETE**

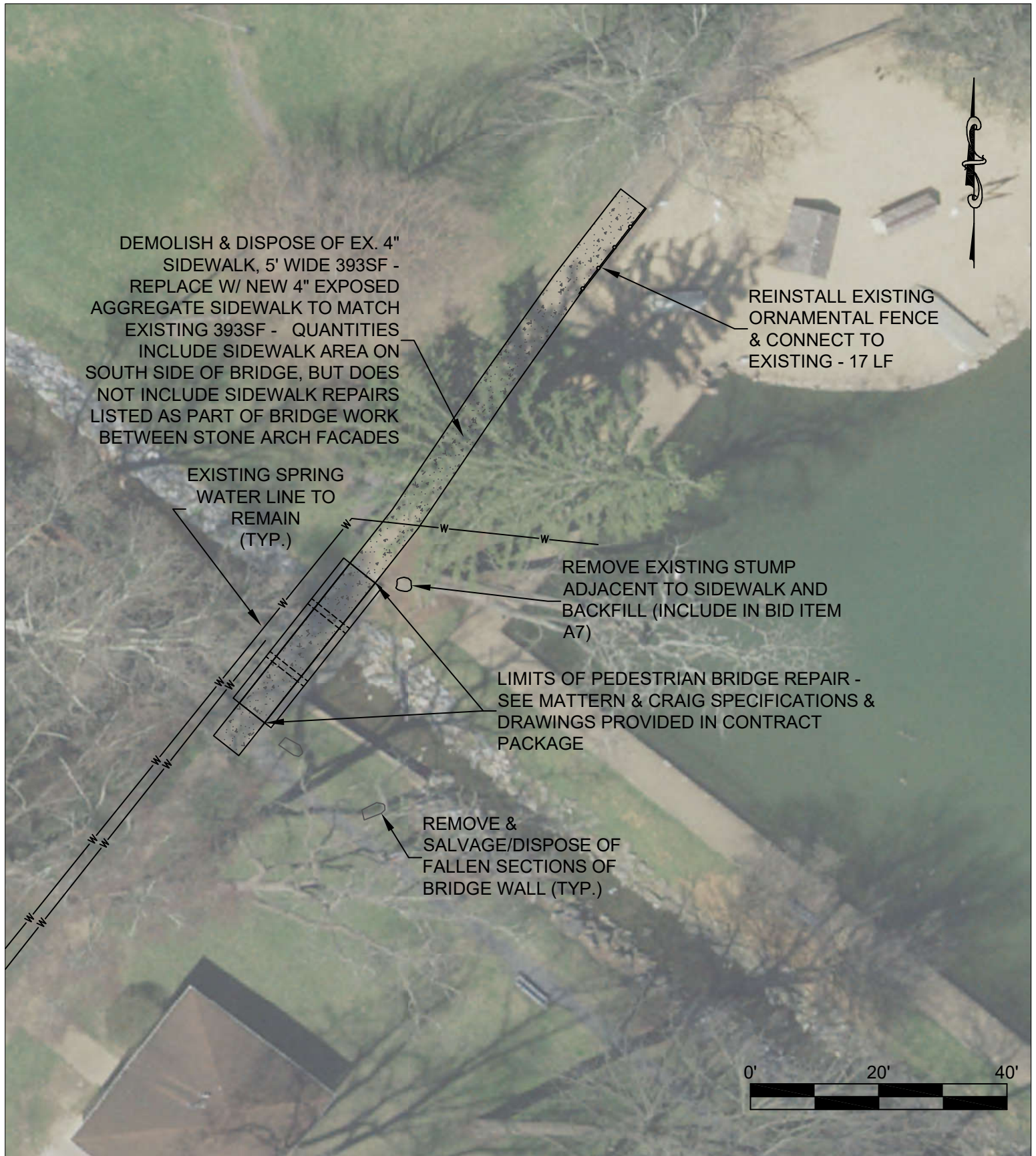


**CITY OF STAUNTON**  
 Department of Parks & Recreation  
 P.O. Box 58, Staunton, VA 24402  
 540-332-3945

**GYPSY HILL PARK  
 DUCK POND SIDEWALK REPAIRS**

**FIGURE A - PROJECT AREA**

SEPTEMBER 2021



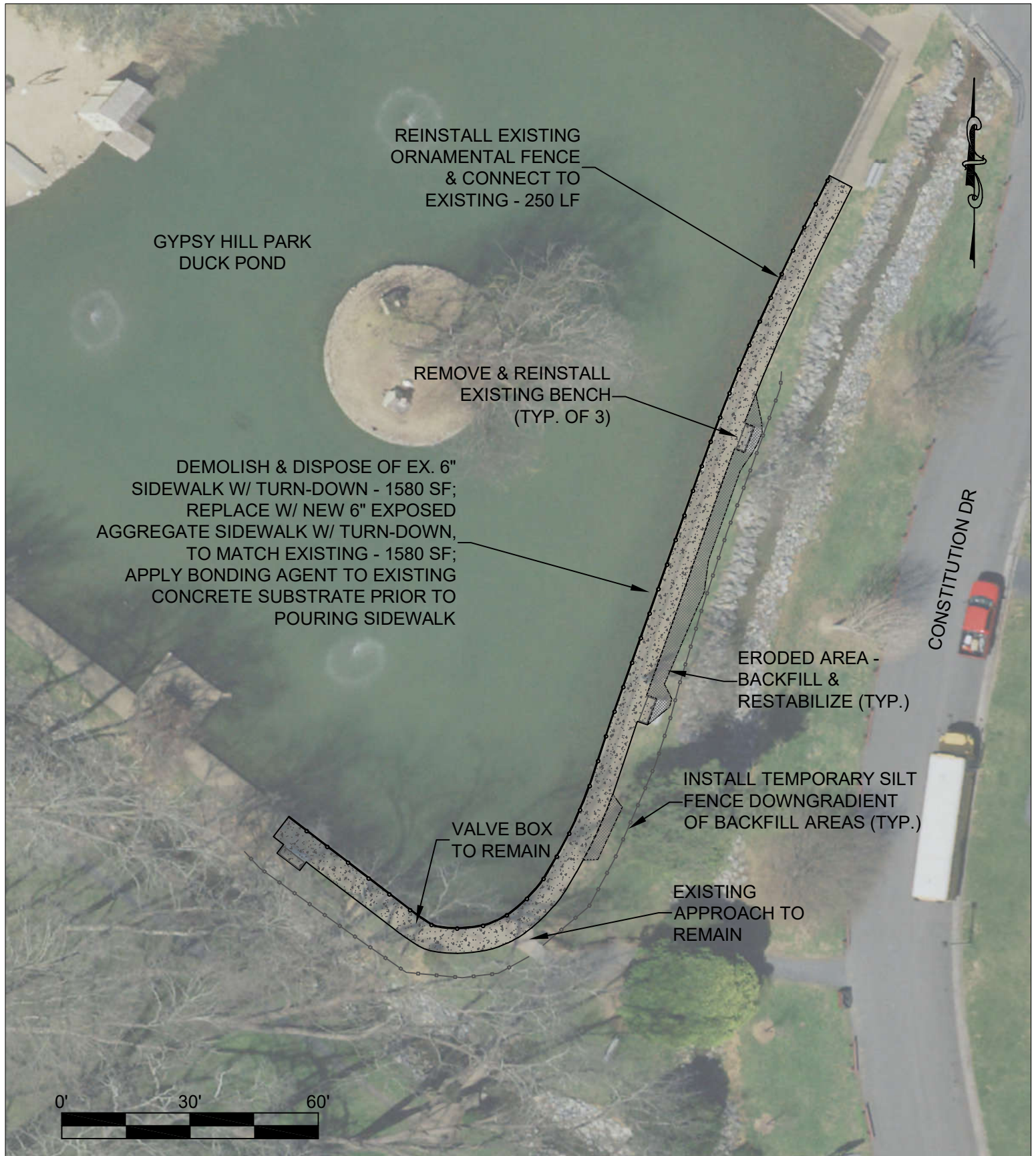
# CITY OF STAUNTON

Department of Parks & Recreation  
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540-332-3945

## GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS

### FIGURE B - WESTERN SECTION

SEPTEMBER 2021



# CITY OF STAUNTON

Department of Parks & Recreation

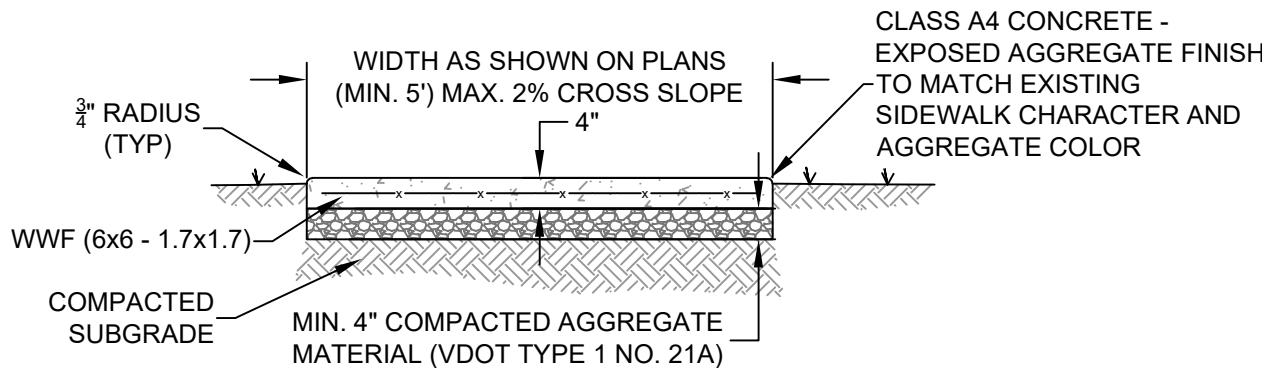
P.O. Box 58, Staunton, VA 24402

540-332-3945

## GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS

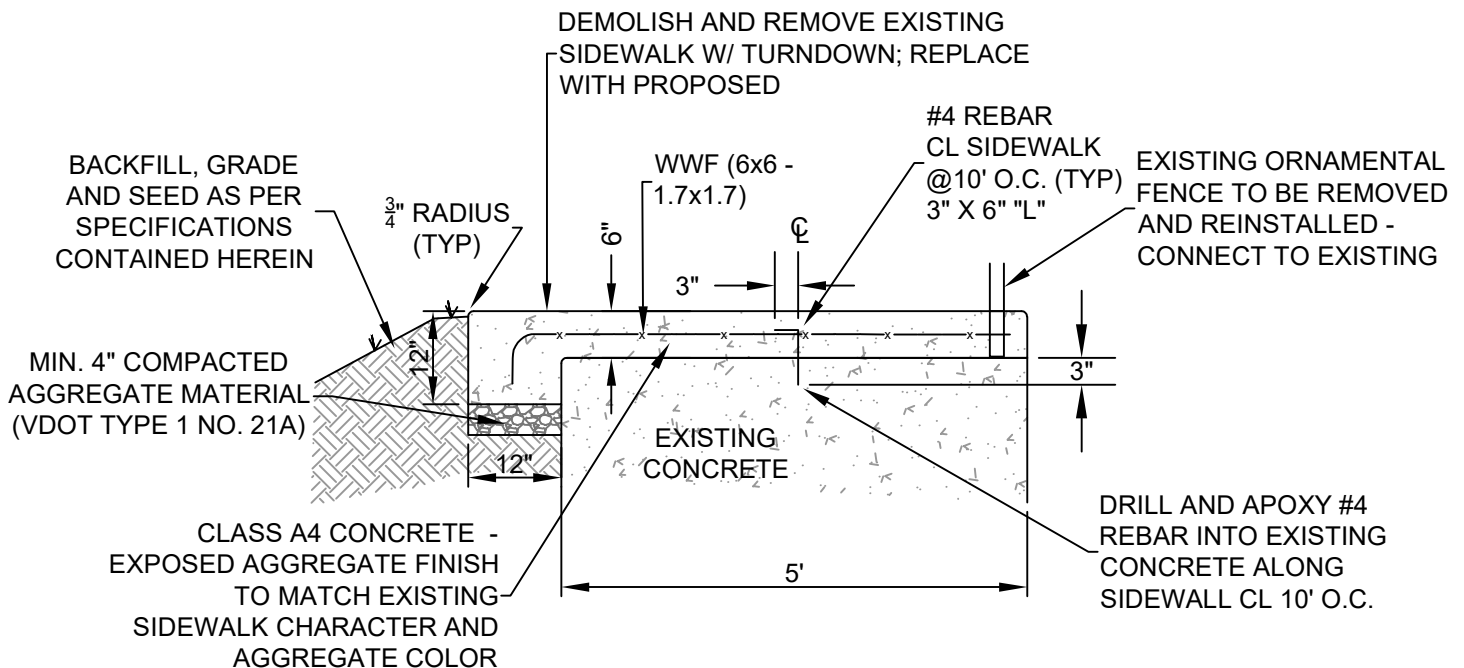
### FIGURE C - EASTERN SECTION

SEPTEMBER 2021



### CONCRETE SIDEWALK - WESTERN PROJECT SECTION

NOT TO SCALE



### CONCRETE SIDEWALK - EASTERN PROJECT SECTION

NOT TO SCALE

## **CITY OF STAUNTON**

Department of Parks & Recreation  
P.O. Box 58, Staunton, VA 24402  
540-332-3945

## **GYPSY HILL PARK DUCK POND SIDEWALK REPAIRS FIGURE D - CONSTRUCTION DETAILS**

OCTOBER 2021

SPECIFICATIONS FOR  
GYPSY HILL PARK PEDESTRIAN BRIDGE REHABILITATION  
CITY OF STAUNTON, VA  
COMMISSION NO. 4181

September 2021



MATTERN & CRAIG  
ENGINEERS • SURVEYORS  
701 FIRST STREET, S.W.  
ROANOKE, VA 24016

DESIGN COORDINATOR: Chad M. Thomas, P.E.

(540) 345-9342

# **GYPSY HILL PARK PEDESTRIAN BRIDGE REHABILITATION**

## **CITY OF STAUNTON, VA**

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B-2 Transverse Section and Developed Section Along CL

## **SECTION 310 PEDESTRIAN BRIDGE WORK**

### **310.1 SCOPE OF WORK**

The work shall include providing all equipment, tools, materials, labor, transportation, supplies, and services required as indicated in the Specifications and Special Provisions. The intent of the contract is to provide for the construction and completion in every detail of the work described.

Bid items are to include, but not limited to all labor, equipment, materials, disposal of materials, environmental protection, inspection, mobilization and demobilization required to complete the work for each bid item shown on the drawings and described within the specifications. The General Description of the bid items can be found in the VDOT Road and Bridge Specifications, 2020, Special Provisions as listed herein, or as modified/clarified below:

#### **310.1.1        Concrete Superstructure Surface Repair**

This bid item includes the repair of spalls and delaminations in the superstructure including the underside of the concrete slab. Bid price shall include all equipment, labor, materials, environmental protection, inspection, testing and disposal of materials to meet the specifications for this item and will be paid for at the unit price bid per square yard.

Replacement Concrete shall be either: 1) formed-and-poured, 2) pneumatically applied or 3) Type B Patch Material, at the Contractor's option. Formed-and-poured concrete shall be Class A4 Hydraulic Cement Concrete, per Section 217 of the VDOT Road and Bridge Specifications, 2020. Pneumatically Applied Mortar (Shotcrete) shall be per Section 412.03(g) of the VDOT Road and Bridge Specifications, 2020. Type B patching shall be as described in Section 412.03 of the VDOT Road and Bridge Specifications, 2020.

The following shall apply to areas designated on the plans as Concrete Surface Repairs:

##### **310.1.1.1        General:**

Concrete surface repairs shall consist of removing and replacing deteriorated material, thoroughly cleaning exposed concrete surfaces and reinforcing steel, and replacing reinforcing steel. Cleaning shall be performed by sandblasting, waterblasting, or other approved methods to remove concrete, rust, oil, and other foreign materials detrimental to achieving a bond. The area and depth of

repairs shall be as directed by the Engineer. Any material used for concrete removal and any removed material shall be contained and not allowed to fall into the waterway below the bridge. The Contractor shall comply with all state and local laws.

Dimensions of existing structures shown on the plans are approximate, and those that are pertinent to the construction of the new portion shall be verified in the field by the Contractor. Where details of new portions of the structure shown on the plans are not adaptable to the shape of the existing structure practical modifications may be made during construction with the approval of the Engineer provided neither the existing nor the new portions are impaired in structural strength.

#### 310.1.1.2 Surface Preparation:

All concrete on the surfaces of the bridge in locations as directed by the Engineer shall be removed to one-inch (1") below the outer layer of longitudinal reinforcing steel. Surfaces where concrete is to be removed include but are not limited to spalls and delaminations in the bottom of the concrete slab. Areas to be repaired shall be outlined with saw cuts to a depth of one-inch (1").

Concrete shall be removed by the use of hand tools or pneumatic hammers weighing 30 pounds or less. Pneumatic hammers shall be worked at an angle of 45 to 60 degrees to the plane of the concrete surface being removed. Care shall be taken to prevent striking reinforcing bars with hammer points.

Exposed Reinforcing Steel shall be cleaned by abrasive blast cleaning. Reinforcement that has lost 1/4 or more of its original cross-sectional area shall be lapped with new bars of the same size and shape. New bars shall lap existing bars a length of 30 diameters on each side of the damaged portion, or if not possible, be welded with a 6" arc-welded lap on each side of the damaged portion with a double-flare V-groove weld in accordance with Section 407 of the VDOT Road and Bridge Specifications, 2020 or mechanically connected in accordance with Section 406.

Dust and debris shall be removed by blowing with compressed air or hosing with water. A fine spray of moisture shall be applied to the surface to outline, as it evaporates, loose fragments that are locked in place. Just

prior to placement of repair material, the surface shall be cleaned.

Where approved by the Engineer, when the thickness of the surface repair is 2 inches or more, and existing reinforcing is not exposed, 2 x 2 - W1.4 x W1.4 welded wire fabric shall be used. The fabric shall be tied to reinforcing steel where possible. If reinforcing steel is not exposed or if the steel has a spacing greater than 1 foot 6 inches, expansion anchors 3/8 inch in diameter shall be placed along the edges of the patch and the fabric tied to the bolts. The expansion anchors shall be spaced not more than 1 foot 6 inches apart and shall be embedded at least 2 inches into the concrete.

#### 310.1.1.3 Forming:

If this repair is made via forming-and-pouring, the “Bottom” of the repaired area shall be formed separately from other surfaces, and be poured prior to other surfaces. All pours shall be sufficiently vibrated to avoid honeycombing and provide well-consolidated concrete with no delaminations or voids between the new and existing concrete. The poured concrete will be sounded by the Engineer to test bond.

Forms shall be set to retain the original lines and shape of the structure, with two inches of cover over reinforcing steel. Chamfers to match existing shall be formed along all concrete edges. All forms shall retain repair material without leakage. Forms shall be lined or coated with non-staining release agent for easy removal. Any holes for form anchorage shall be dry packed and sealed after forms are removed.

#### 310.1.1.4 Formed-and-Poured-Patch Application:

Patch concrete shall contain 3.0 gallons per cubic yard of the corrosion inhibitor DCI-S. An Engineer approved Bonding Agent shall be applied to the prepared substrate in accordance with the material manufacturer’s recommendations. Patch material shall be worked in a manner to avoid air entrapment, and shall be vibrated to achieve dense, uniform consistency. Spillovers onto adjacent areas shall be cleaned.

310.1.1.5      Pneumatically Applied Patch Application:

Patch concrete shall contain 3.0 gallons per cubic yard of the corrosion inhibitor DCI-S. Equipment, personnel, surface preparation, application, finishing, curing, quality assurance and testing shall comply with Section 412.03(g) of the VDOT Road and Bridge Specifications, 2020.

Prior to initial set, the surface shall be scraped or cut with a trowel or metal template to retain the original lines and shape of the structure, and to obtain an even and acceptable appearance, with two-inches (2") of cover over reinforcing steel. All concrete edges shall receive chamfers to match existing.

310.1.1.6      Type B Patching Application:

Patch concrete shall be an approved patching material from VDOT's approved products list and shall conform with the requirements of Section 412.03 of the VDOT Road and Bridge Specifications, 2020.

310.1.2      Remove Portion of Existing Structure

This bid item includes providing all equipment, tools, materials, labor, transportation, and supplies required to perform the work. The intent of the contract is to provide for the inspection of and removal of existing stone masonry arch facades, existing exposed aggregate concrete sidewalk, existing backfill on the bridge and other loose materials, as directed by the Engineer. The work shall be done in accordance with Section 413 of the VDOT Road & Bridge Specifications, 2020 except as noted below. Prior to removal of the existing stone masonry arch facades, the Contractor shall take the appropriate measurements so that the new stone arch facades will match the existing arches in shape and size. The Contractor shall remove all material from the site and shall be responsible for lawful and proper disposal of all removed material. As shown on the plans, the existing concrete slab and the two stone masonry abutments shall remain. Any removed material shall be contained and not allowed to fall into the waterway below the bridge. The Contractor shall comply with all state and local laws. The Contractor shall provide access for the Inspector and Engineer to inspect the work during the project. Bid price to include providing all equipment, labor, materials, disposal of materials, environmental protection and inspection required to meet the specifications for this item and will be paid for at the lump sum price bid.

310.1.3      Stone Masonry Arch Facades

This bid item includes all labor, equipment, and materials required to replace both stone masonry facades, included cost of material and installation of dovetail masonry anchors, as indicated on the plans. The Contractor shall use extreme caution when working around the existing spring water utility line adjacent the upstream end. New stones shall be native and match existing stones in color, shape, and size. New arch shall match the existing stone masonry arches in shape and size. The Contractor is required to take the appropriate measurements to reconstruct the walls as shown in the contract documents prior to demolishing the existing stone masonry arch facades. Bid price to include providing all equipment, labor, materials, environmental protection and inspection required to meet the specifications for this item and will be paid for at the lump sum price bid.

310.1.4      Concrete (Class A4) for Bridge

Concrete work for the bridge shall include but is not limited to concrete for exposed aggregate concrete sidewalk and concrete infill below sidewalk. All concrete work shall be constructed in accordance with Section 217.12(a) and Section 404 of the Road and Bridge Specifications, 2020, and as shown on the drawings except as noted below. The finish for the exposed aggregate concrete sidewalk shall match the existing sidewalk. The cost of any reinforcing steel shall be included in the cubic yard unit price for concrete. The volume of reinforcing steel will not be deducted. Reinforcing steel shall be deformed and conforming to ASTM A615, Grade 60. Bid price shall include all equipment, labor, materials, disposal of materials, environmental protection and inspection required to meet the specifications for this item and will be paid for at the contract unit price per cubic yard.

310.1.5      Aggregate Material (VDOT Type 1 No. 21A)

This bid item shall consist of backfilling and compaction above the existing concrete slab and the eroded areas behind the existing abutments with the specified Aggregate Material (VDOT Type 1 No. 21A). Material shall meet the requirements of Section 308 of the VDOT Road and Bridge Specifications, 2020. Material shall be compacted according to VDOT Road and Bridge Specifications, 2020. Material shall be placed in all eroded/excavated areas behind the abutments and wingwalls and above the concrete slab as shown on the plans. Payment limits shall consist of all material placed as noted on the plans, including the geotextile filter fabric. Bid price to include all equipment, labor, materials including geotextile filter fabric, disposal of materials, environmental protection and

inspection required to meet the specifications for this item and will be paid for at the unit price bid per cubic yard.

**310.1.6      Stone Masonry Work - Existing**

This bid item includes repointing stone masonry, and replacing missing stones in the existing stone masonry abutment and wingwalls as directed by the Engineer. All unsound mortar and/or missing mortar shall be repointed. All missing, broken, and/or damaged stones shall be replaced. New stones shall be native and match existing stones in color, shape, and size. All work and material for this bid item shall conform to the Special Provision for Stone Masonry Work - Existing. Bid price to include all equipment, labor, materials, environmental protection, and disposal of materials and will be paid for at the lump sum bid price.

**310.2 GENERAL**

Unless otherwise stated in the Contract Documents, Special Provisions, or on the Plans, all construction and materials will conform to Virginia Department of Transportation Road and Bridge Specifications, 2020, and Road and Bridge Standards, 2016.

The Owner shall be designated the Engineer and the Inspector per VDOT Specification.

**310.2.1      Warranty:**

Work and material for Concrete Substructure and Superstructure Surface Repairs, shall be guaranteed for a period of three (3) years against cracking, debonding, leaking, or other failure. A written guarantee, bearing both the signatures of the General Contractor and the Subcontractor (if any) performing this work shall be delivered to the Engineer prior to Final Payment.

**310.3 PROJECT RECORD DOCUMENTS**

The Contractor shall maintain a clean set of plans for the sole use as record drawings. The record documents shall be stored separate from construction documents.

At contract closeout, submit record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor. Provide record set of prints with red marks reflecting changes and other record of construction.

END OF SECTION

## **SPECIAL PROVISIONS**

## **SPECIAL PROVISIONS**

This project shall be constructed in accordance with the plans, the Virginia Department of Transportation (VDOT) Road and Bridge Specifications dated 2020, Special Provision Copied Notes and Special Provisions as listed herein. Any reference within these documents to a responsibility assigned to VDOT or the “Department” shall be assumed -- for this contract -- to be accepted by the City of Staunton, Virginia.

## **INDEX SPECIAL PROVISIONS**

Stone Masonry Work

## **SPECIAL PROVISIONS FOR STONE MASONRY WORK - EXISTING**

### **PART 1      GENERAL**

#### **1.1            WORK INCLUDED**

- 1.1.1 Repoint stone masonry, and replace missing stones as directed by the Engineer. All unsound mortar and/or missing mortar shall be repointed. All missing, broken and/or damaged stones shall be replaced.

#### **1.2            QUALITY ASSURANCE**

- 1.2.1 Restoration Specialist: Work must be performed by a firm having not less than 2 years successful experience in comparable masonry restoration projects and employing personnel skilled in the restoration processes and operations indicated.
- 1.2.3 Source of Materials: Obtain materials for replacing missing stones from a single source for each type material required (stone, cement, sand, etc.) to ensure match of quality, color, pattern, and texture to match existing conditions.

#### **1.3            SUBMITTALS**

- 1.3.1 Submittals shall be made in accordance with Section 105.10 of the VDOT Road and Bridge Specifications, 2020.
  - 1.3.1.2 Product Data: Submit manufacturer's technical data for each product indicated including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.

#### **1.4            PROJECT CONDITIONS**

- 1.4.1 Do not repoint mortar joints or replace stones unless air temperatures are between 40°F (4°C) and 80°F (27°C) and will remain so for at least 48 hours after completion of work.
- 1.4.2 Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Remove immediately grout and mortar in contact with exposed masonry and other surfaces.
- 1.4.3 Protect sills, ledges and projections from mortar droppings.

## 1.5 SEQUENCING/SCHEDULING

Perform repointing of stone masonry work in the following sequence.

- 1.5.1 Rake-out existing mortar from joints indicated to be repointed.
- 1.5.2 Repair existing masonry including replacing existing masonry with new masonry materials.
- 1.5.3 Clean existing masonry surfaces.

## **PART 2 PRODUCTS**

### 2.1 MASONRY MATERIALS

- 2.1.1 Stone Accessories: Provide stones and accessories and other special ground, cut, or sawed shapes where required to complete repainting.

Provide units with color, surface texture and size to match existing stone work and with physical properties not less than those of existing units.

### 2.2 MORTAR MATERIALS

- 2.2.1 Portland Cement: ASTM C 150, Type I.
- 2.2.2 Hydrated Lime: ASTM C 207, Type S.
- 2.2.3 Aggregate for Mortar: ASTM C 144, unless otherwise indicated.
- 2.2.4 Colored Mortar Aggregate: Natural or manufactured sand selected to produce mortar color indicated.
  - 2.2.4.1 For pointing mortar provide sand with rounded edges.
  - 2.2.4.2 Match size, texture and gradation of existing mortar as closely as possible.
- 2.2.5 Colored Mortar Pigment: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with record of satisfactory performance in masonry mortars.
- 2.2.6 Water: Clean, free of oils, acids, alkalis and organic matter

### 2.3 MORTAR MIXES

- 2.3.1 Measurement and Mixing: Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel, use known measure. Mix materials in a clean mechanical batch mixer.
- 2.3.2 Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding any water. Then mix again adding only enough water to produce a damp unworkable mix which will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 1 to 2 hours. Add remaining water in small portions until mortar of desired consistency is reached. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.
- 2.3.3 Colored Mortar: Produce mortar of color required by use of selected, ingredients. Do not adjust proportions without Engineer's approval.
- 2.3.4 Do not use admixtures of any kind in mortar, unless otherwise indicated.
- 2.3.5. Mortar Proportions:
  - 2.3.5.1. Pointing Mortar for Stone: One part white portland cement, 1 part lime and 6 parts colored mortar aggregate. Type S, conforming to ASTM C 270. Add colored mortar pigment to produce mortar colors required to match existing.
  - 2.3.5.2 Rebuilding Mortar: Same as pointing mortar.

## **PART 3      EXECUTION**

3.1            PREPARATION: Comply with recommendations of manufacturers of chemical cleaners for protecting other surfaces against damage from exposure to their products.

3.1.1.      Protect persons, motor vehicles, surrounding surfaces and building site from injury resulting from repointing stone masonry work.

3.1.1.1      Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings and other surfaces which could be injured by such contact.

3.1.1.2      Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.

3.1.1.3      Dispose of run-off from cleaning operations by legal means and in manner which prevents soil erosion, undermining of foundations, damage to landscaping, and water penetration into building interiors.

## 3.2            STONE REMOVAL AND REBUILDING

3.2.1.      Stone Removal:

3.2.1.1      Carefully remove by hand at locations indicated any stones which are damaged. Cut out till units form joint to joint and in manner to permit replacement with common size stones.

3.2.1.2      Support and protect masonry indicated to remain which surrounds removal area. Provide shoring as required to support adjacent masonry and temporary void.

3.2.1.3      Salvage as many whole, undamaged stones as possible.

3.2.1.4      Remove mortar, loose particles and soil from salvaged stones by cleaning with brushes and water. Store stones for reuse.

3.2.1.5      Clean remaining stone at edges of removal areas by removing mortar, dust, and loose debris in preparation for rebuilding.

3.2.2.      Stone Rebuilding:

3.2.2.1      Install new or salvaged stone to replace removed or missing stone. Fit replacement units into bonding and coursing pattern of existing stone. If cutting is required use motor driven saw designed to cut masonry with clean, sharp unchipped edges.

3.2.2.2 Lay replacement stones with completely filled bed, head and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Use wetting methods which ensure that units are nearly saturated but surface dry when laid. Maintain joint width for replacement units to match existing.

3.2.2.3 Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.

### 3.3 REPOINTING EXISTING MASONRY

#### 3.3.1. Joint Raking

3.3.1.1 Rake out mortar from joints to depths equal to 2-1/2 times their widths but not less than 1/2" nor less than that required to expose sound, unweathered mortar.

3.3.1.2 Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum or flush joints to remove dirt and loose debris.

3.3.1.3 Do not spall edges of masonry units or widen joints. Replace any masonry units which become damaged.

3.3.1.4 Cut out old mortar by hand with chisel and mallet, unless otherwise indicated.

3.3.1.5 Power operated rotary hand saws and grinders will be permitted but only with specific written approval of Engineer based on submission by Contractor of a satisfactory quality control program and demonstrated ability of operators to use tools without damage to masonry. Quality control program shall include provisions for supervising performance and preventing damage due to worker fatigue.

#### 3.3.2. Joint Pointing

3.3.2.1 Rinse masonry joint surfaces with water to remove any dust and mortar particles. Time application of rinsing so that, at time of pointing, excess water has evaporated or run off, and joint surfaces are damp but free of standing water.

3.3.2.2 Apply first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in

layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow to become thumbprint-hard before applying next layer.

3.3.2.3 After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with each of first and second layers filling approximately 2/5 of joint depth and third layer the remaining 1/5. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stones have rounded edges recess final layer slightly from face. Take care not to spread mortar edges onto exposed masonry surfaces, or to feather edge mortar.

3.3.2.4 When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

3.3.2.5 Cure mortar by maintaining in a damp condition for not less than 72 hours.

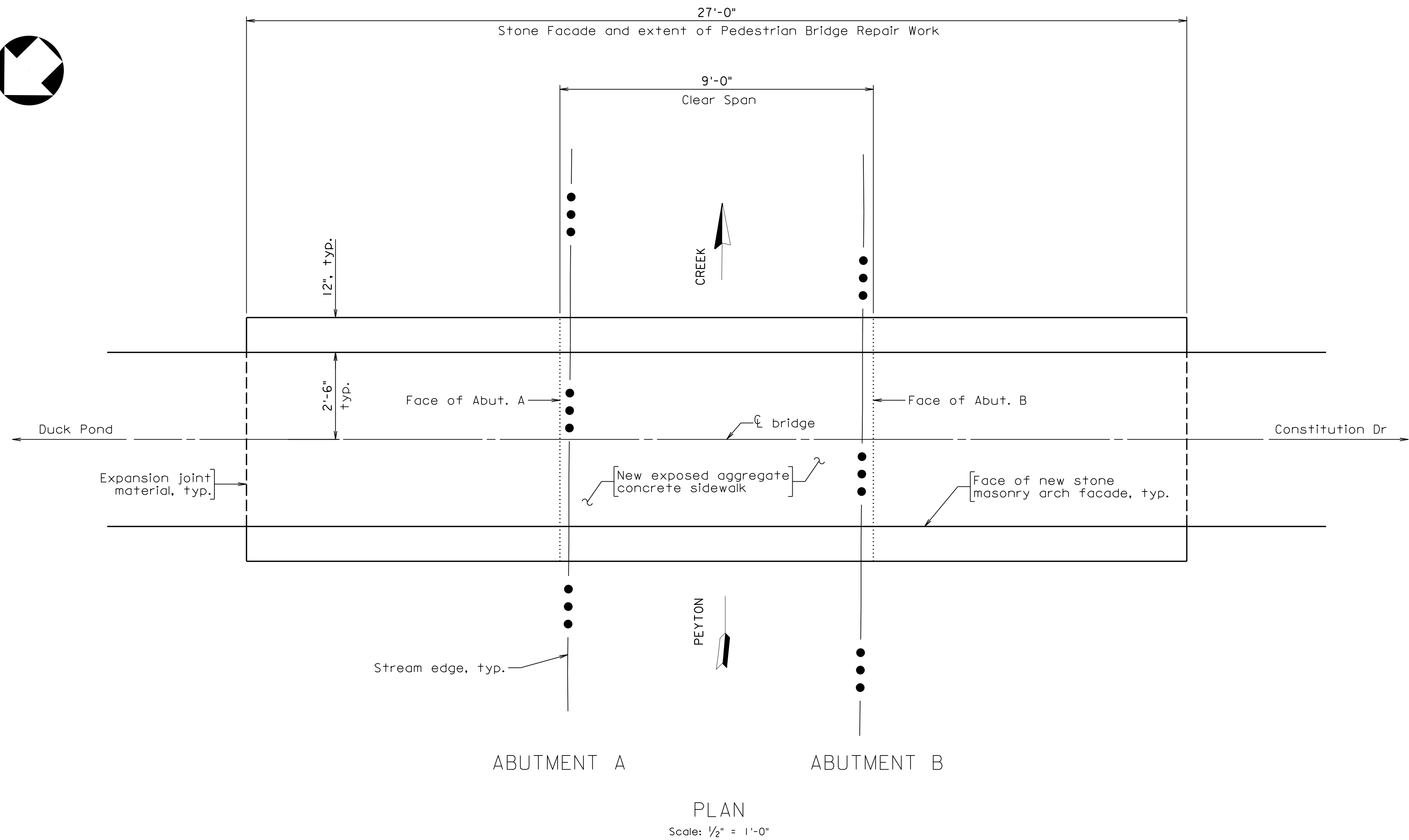
#### 3.4 FINAL CLEANING

3.4.1 After mortar has fully hardened thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water, spray applied at low pressure.

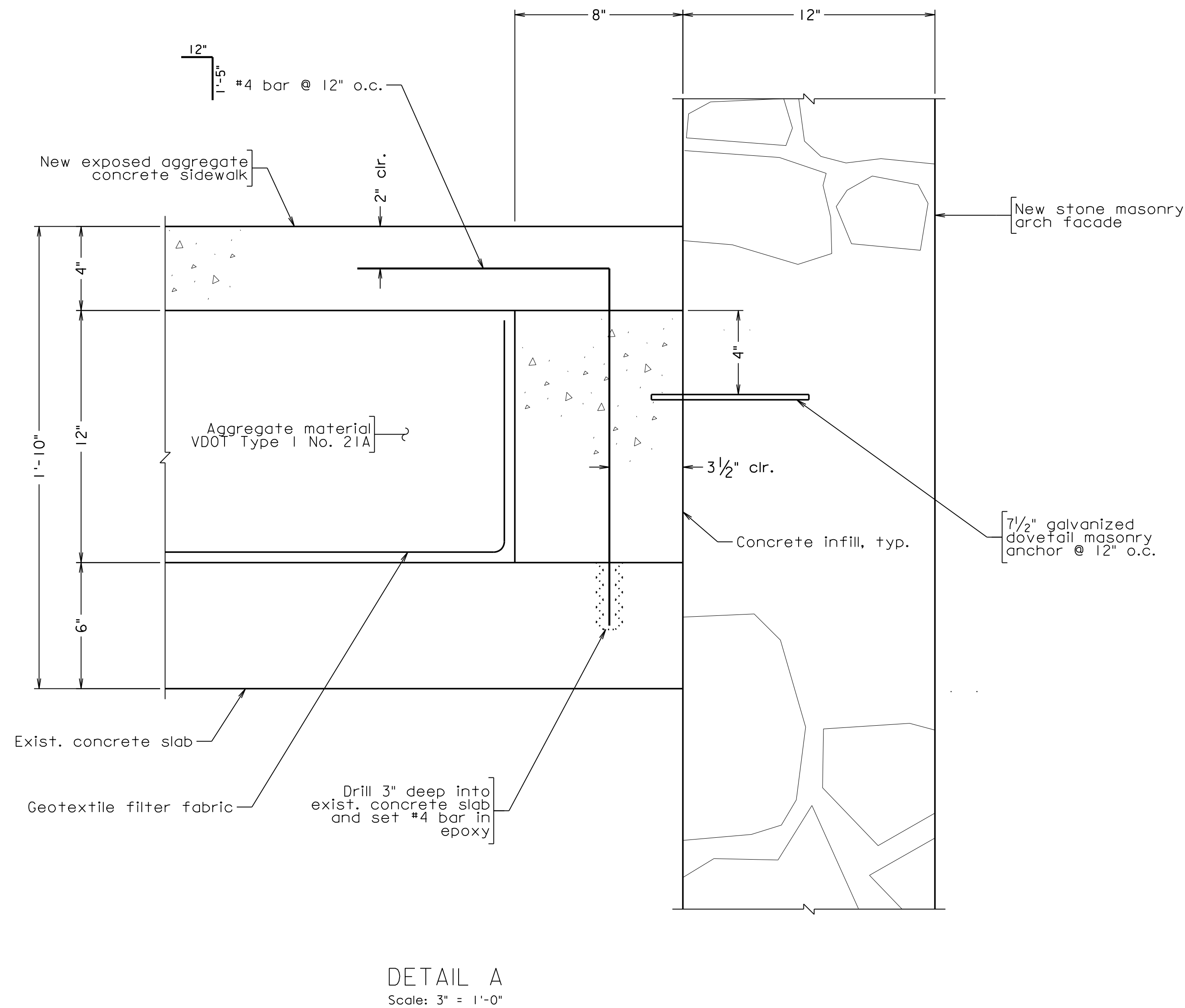
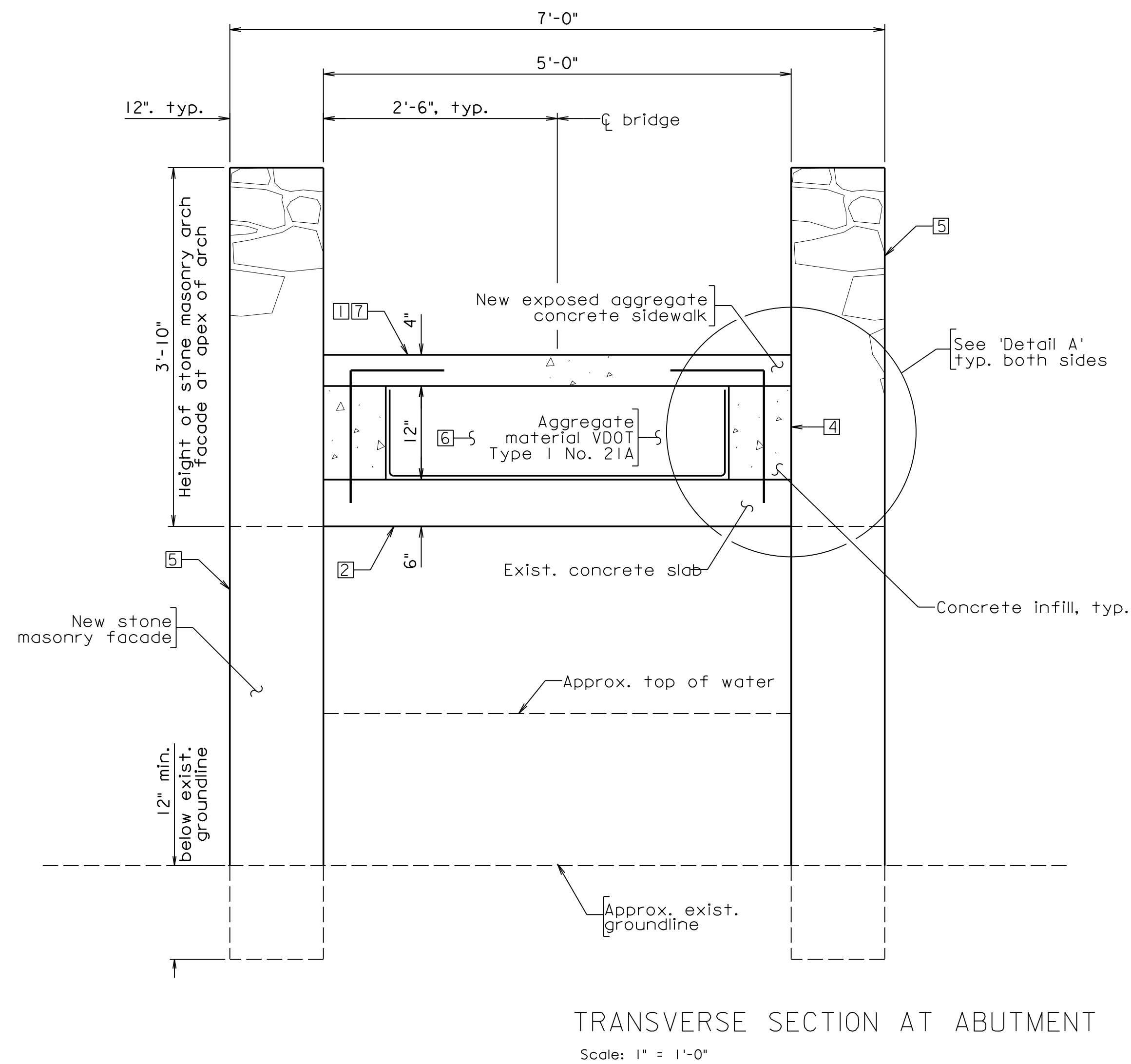
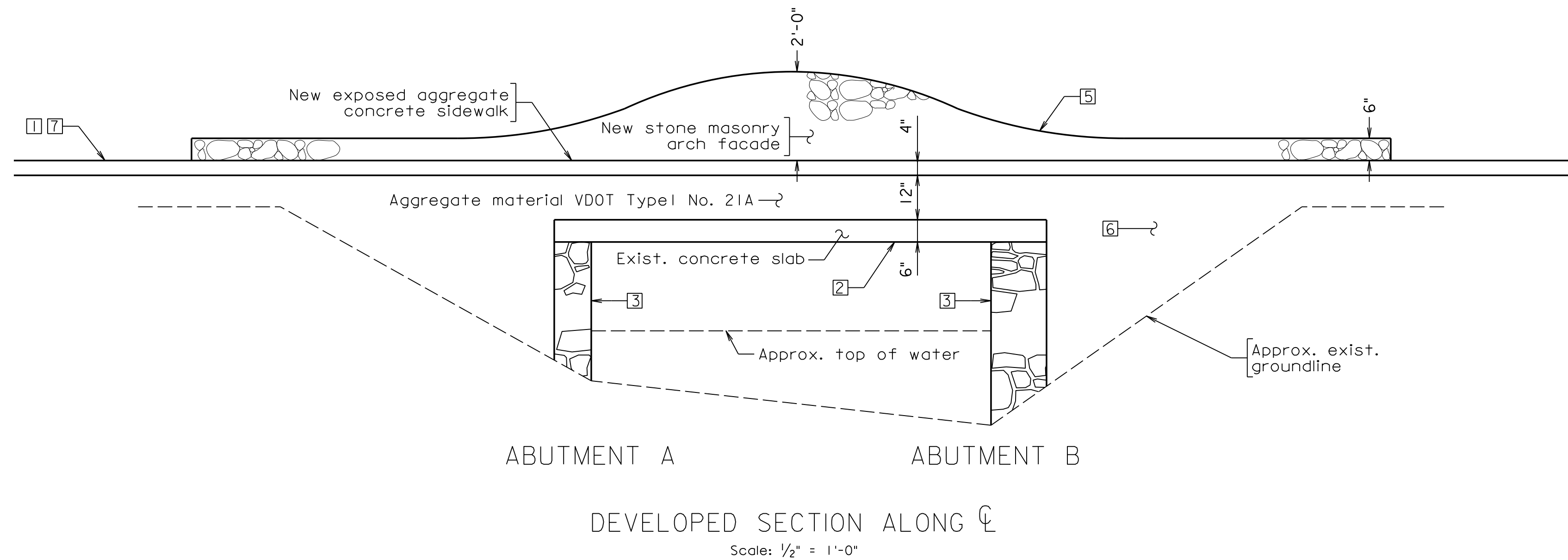
3.4.2 Use of metal scrapers or brushes will not be permitted.

3.4.3 Use of acid or alkali cleaning agents will not be permitted.

## **DRAWINGS**



B-1



## SEQUENCE OF CONSTRUCTION:

### 1. Remove Portion of Existing Structure

Remove the existing exposed aggregate concrete sidewalk, stone masonry arch facades, and loose material. Existing stone masonry abutments and concrete slab to remain.

### 2. Concrere Superstructure Surface Repair

Repair spalls/delaminations in bottom of existing concrete slab.

### 3. Stone Masonry Work - Existing

Repoint all unsound or missing mortar in existing stone masonry abutments and wingwalls. Replace missing and cracked stones in existing stone masonry abutments and wingwalls. New stones shall be native and match existing stones in color, shape, and size.

### 4. Concrete (Class A4) for Bridge

Form and pour concrete infill. Cost of reinforcing steel shall be included in bid item for Concrete (Class A4) for Bridge.

### 5. Stone Masonry Arch Facades

Replace the stone masonry arch facades on the upstream and downstream faces of the existing bridge. New stones shall be native and match existing stones in color, shape, and size. New arches shall match existing arches in shape and size. Cost of dovetail masonry anchors shall be included in the bid item for Stone Masonry Arch Facades.

### 6. Aggregate Material (VDOT Type I No. 21A)

Place geotextile filter fabric and backfill above existing concrete slab and eroded areas behind abutments with compacted Aggregate Material (VDOT Type I No. 21A). Cost of geotextile filter fabric shall be included in the bid item Aggregate Material (VDOT Type I No. 21A). See VDOT Specifications for compaction methods and procedure.

### 7. Concrete (Class A4) for Bridge

Replace exposed aggregate concrete sidewalk. Sidewalk finish shall match existing and shall match other sidewalk areas throughout park.



| Revisions | Date |
|-----------|------|
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|--------------|---------------|
| Issue Date:  | SEPT. 8, 2021 |
| Drawn By:    | KES           |
| Designed By: | KES           |
| Checked By:  | CMT           |
| Date:        | 09/08/21      |

**Mattern & Craig**  
ENGINEERS • SURVEYORS  
701 FIRST STREET, S.W.  
ROANOKE, VIRGINIA 24016  
(540) 346-9342  
FAX (540) 345-1691

GYPSEY HILL PARK PEDESTRIAN BRIDGE REHABILITATION  
TRANSVERSE SECTION AND  
DEVELOPED SECTION ALONG CL  
CITY OF STAUNTON, VA

|                    |          |
|--------------------|----------|
| Vertical Scale:    | N/A      |
| Horizontal Scale:  | AS NOTED |
| Commission Number: | 4181     |
| Sheet No.:         | B-2      |

# BRIDGE INSPECTION REPORT

PEDESTRIAN BRIDGE  
OVER  
PEYTON CREEK  
AT GYPSY HILL PARK

STAUNTON, VIRGINIA

SEPTEMBER 2, 2020

BRIDGE NO. GH11



## BRIDGE INSPECTION REPORT - SUMMARY

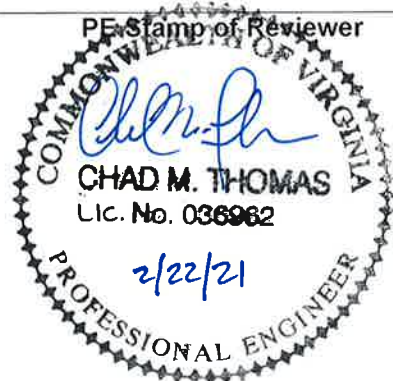
Agency ID: 132 – GH11 Date of Inspection: 9/2/2020

Cnty/City: City of Staunton

Feature Intersected: Peyton Creek  
Facility Carried: Pedestrian Bridge

Lead Inspector: D.K. Allen

Additional Inspectors:

|                             |                                                                                   |                                                                                     |
|-----------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Signature of Lead Inspector |  |  |
| Signature of Reviewer       |                                                                                   |                                                                                     |

## SPECIAL FEATURE INSPECTIONS

Fracture Critical ☐

Fatigue Prone Details ☐

Underwater ☐

## CONDITION RATINGS

|                      |   |
|----------------------|---|
| Deck:                | N |
| Superstructure:      | N |
| Substructure:        | N |
| Channel/Slope Prot.: | N |
| Culvert:             | N |

## FIELD POSTING

|                        |   |
|------------------------|---|
| R12-1 (Ton):           | N |
| R12-5, Type 3 (Ton):   | N |
| R12-5, Type 3S2 (Ton): | N |
| Sign Legibility:       | N |
| Sign Visibility:       | N |

## TRAFFIC SAFETY FEATURES

|                          |   |
|--------------------------|---|
| Bridge Railings:         | N |
| Transitions:             | N |
| Approach Guardrail:      | N |
| Approach Guardrail Ends: | N |

YEAR PAINTED

## ATTACHMENTS:

Structure Inventory Data Sheet ☐  
Cover Sheet of Rating Calculations ☐

Sketches ☐  
Underwater Inspection Report ☐

☐ Channel Profile ☐  
☐ Clearance Sheet ☐

|                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LOCATION                                                                                         | 0.05 Miles from U.S. Route 250 (Churchville Avenue) at south end of Gypsy Hill Park. Constitution Drive is a one way road.                                                                                                                                                                                                                                                                                                                                                                                           |
| ORIENTATION                                                                                      | Abutment A on left facing downstream.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| MISCELLANEOUS<br>(Items which are structure specific and cannot be included in another section.) | <p>Single span bridge structure. Stone masonry abutments and concrete cast-in-place deck slab with grouted aggregate wearing surface (approximately 5" thick) on top of stone and soil fill approximately 12" thick. Approximate structure dimensions are as follows:</p> <p>Skew Angle – 0 degrees<br/>Clearspan – 9'-0"<br/>Slab Length – 11'-0"<br/>Slab Width – 7'-0"<br/>Slab Thickness – 5-1/2"</p> <p>6" diameter utility line directly upstream from structure (Cover Photo).</p> <p>Initial inspection.</p> |
| WORK DONE                                                                                        | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| STRUCTURAL ANALYSIS                                                                              | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**BRIDGE INSPECTION REPORT - SUMMARY**

|                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agency ID:</b> 132 – GH11                                                                                                                                                                                               | <b>Date of Inspection:</b> 9/2/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>SPECIAL REQUIREMENTS</b><br>(Special Equipment needed or Special Inspections required such as: Fracture Critical, Underwater, Fatigue Prone, Scour Critical, Moveable Bridge, Segmental Concrete, Pin and Hanger, etc.) | Cursory inspection only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>OVERALL CONDITION</b>                                                                                                                                                                                                   | <p>This structure is in fair condition.</p> <p>The wearing surface is partially undermined (up to 3'-0" back under and full length) (Photos 1 &amp; 2). The approach pedestrian path at Abutment A is undermined (8'-0" long x up to 5'-0" back under) and settled (up to 1-1/2") (Photo 2). The approach pedestrian path at Abutment B is undermined (3'-0" long x up to 5'-0" back under) (Photo 3).</p> <p>There are approximately 5 SF of spalls/delaminations (up to 2" deep) with exposed reinforcing steel exhibiting rust in the underside of the deck slab (Photo 4). There is light to medium honeycombing present throughout the underside of the deck slab and exposed downstream edge (Photos 1 &amp; 4).</p> <p>The full length (approximately 18'-0") of the downstream wingwall for Abutment A and adjacent stone façade to the downstream edge of the deck has failed (Photo 2). The stone façade for the downstream edge of the deck has broken into 2 sections and both have collapsed into the downstream channel (Photos 2 &amp; 8).</p> <p>There is a scour hole (full length and full width of structure x up to 2'-0" deep) under the structure (Photo 1). The abutment footings were probed with a steel rod, but no undermining was noted.</p> |
| <b>RECOMMENDATIONS</b>                                                                                                                                                                                                     | <p>Consideration should be given to replacing this structure. If this structure is not replaced, we recommend the following repairs:</p> <ol style="list-style-type: none"> <li>1. Repair the undermining and settlement of the wearing surface and both approach pedestrian paths.</li> <li>2. Repair/replace the failed downstream stone deck façade and wingwalls.</li> <li>3. Reinforce the upstream stone deck façade and wingwalls.</li> <li>4. Repair the spalls/delaminations in the underside of the deck slab.</li> <li>5. Consideration should be given to installing scour countermeasures under the structure.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## PHOTO SHEET

BRIDGE: PEDESTRIAN BRIDGE OVER PEYTON CREEK

STRUCTURE: GH11

CITY/TOWN: CITY OF STAUNTON, VIRGINIA

DATE: 9/2/2020



PHOTO 1 - CONDITION OF DOWNSTREAM EDGE OF DECK SLAB AND WEARING SURFACE. NOTE SCOUR (ROD LENGTH = 6'-0").



PHOTO 2 - FULL VIEW OF THE DOWNSTREAM FACE OF THE STRUCTURE. NOTE FAILED WINGWALL AND DECK FAÇADE AND AREA OF LIGHT EROSION.

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BRIDGE: PEDESTRIAN BRIDGE OVER PEYTON CREEK

STRUCTURE: GH11

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PHOTO 3 - UNDERMINING OF APPROACH PEDESTRIAN PATH AT ABUTMENT B.



PHOTO 4 - TYPICAL CONDITION OF ABUTMENT AND UNDERSIDE OF DECK SLAB.  
NOTE SPALLS AND HONEYCOMBING IN DECK SLAB.

## PHOTO SHEET

BRIDGE: PEDESTRIAN BRIDGE OVER PEYTON CREEK

STRUCTURE: GH11

CITY/TOWN: CITY OF STAUNTON, VIRGINIA

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PHOTO 5 - VIEW OF PEDESTRIAN PATH LOOKING NORTH.



PHOTO 6 - VIEW OF PEDESTRIAN PATH LOOKING SOUTH.

## PHOTO SHEET

BRIDGE: PEDESTRIAN BRIDGE OVER PEYTON CREEK

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PHOTO 7 - VIEW OF CHANNEL LOOKING UPSTREAM.



PHOTO 8 - VIEW OF CHANNEL LOOKING DOWNSTREAM.