

BID PROPOSAL AND CONTRACT DOCUMENTS

ROCKWAY STREET WATER LINE REPLACEMENT PROJECT

BID# F00122



Department of Public Works

MAY 26, 2022

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PLANS – CITY OF STAUNTON

ADVERTISEMENT FOR BIDS

PROJECT: ROCKWAY STREET WATER LINE REPLACEMENT PROJECT
 City of Staunton, Virginia
DATE DUE: June 28, 2022 2:00 P.M.
BID # F00122

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 June 28, 2022,** at which time the Bids will be publicly opened and read aloud.

A Non-mandatory in-person pre-bid meeting will be held **June 8, 2022 at 10:00 a.m.** in the Caucus Room on the first floor of City Hall, located at 116 W. Beverley St., 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., 3rd Floor
 Staunton, VA 24401-0058
 Phone: (540) 332-3819**

The work for which bids are to be submitted consists of replacement of approximately 850 linear feet of 6” and smaller water lines and associated appurtenances. All work shall take place within the existing City right-of-way and easements. 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 calendar days.**

The contract is subject to Davis Bacon wage rates and MBE/WBE requirements.

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. All questions must be received no later than **June 13, 2022 by 1:00 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 **June 14, 2022 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: **ROCKWAY STREET WATER LINE REPLACEMENT PROJECT**.

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	May 26, 2022
Non-Mandatory In-Person Pre-Bid Meeting	June 8, 2022 10:00 A.M. at City Hall Caucus Room
Questions Submission Deadline	June 13, 2022 by 1:00 PM
Addenda and Questions & Answers Posted	June 14, 2022 by 5:00 PM
Bid Submission Deadline	June 28, 2022 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: **Rockway Street Water Line Replacement Project.**
- 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. Noncollusion Affidavit
 - 2.8.5. Reference List
 - 2.8.6. Equal Employment Opportunity Certification
 - 2.8.7. Certification Regarding Lobbying
 - 2.8.8. Prime Contractor Certification of Nonsegregated Facilities
 - 2.8.9. MBE/WBE Section 3 Contractor Solicitation and Commitment Statement

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 **ROCKWAY STREET WATER LINE REPLACEMENT PROJECT.** (See Bid Schedule.)
- 4.2. Although the bid is based upon unit prices, some 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. 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 or mailed to the address in the Advertisement for Bid. All questions must be received no later than **1:00 p.m. on June 13, 2022.**
- 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 **June 14, 2022.**
- 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 **June 8, 2022 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.
- 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

Rockway Street Water Line Replacement Project

This document must be completed & returned with bid submission.

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

Item #	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Erosion and Sediment Control	1	LS		
4	Full Stone Backfill (VDOT 21A)	935	LF		
5	6" Ductile Iron (Class 350) Waterline	868	LF		
6	4" Ductile Iron (Class 250) Waterline	5	LF		
7	8" Gate Valve	1	EA		
8	6" Tapping Valve & Sleeve	1	EA		
9	6" Gate Valve	6	EA		
10	Fire Hydrant Assembly	3	EA		
11	6" x 6" Tee	4	EA		
12	Bends, Plugs, & Reducers	400	LB		
13	1" Service Line	10	LF		
14	3/4" Service Line	99	LF		
15	Water Service Connection - Type I	4	EA		
16	Water Service Connection - Type II-A	4	EA		
17	Connect to Existing Water Main	3	EA		
18	Remove Existing Fire Hydrant	2	EA		
19	Remove Existing Valve Box	6	EA		
20	Standard Patch for Asphalt Pavement	416	SY		
21	Solid Rock Excavation	10	CY		
TOTAL =					

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.**

Bidder's Unique Entity Identifier _____

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.

Classification Expiration

SCC Number

Contractor's IRS Number

Dates this ____ day of ____ 2022

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.

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

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:

This document must be completed & returned with bid submission.

END OF REFERENCE LIST

CONTRACT

THIS CONTRACT, dated this _____ day of _____, **2022**, 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: ROCKWAY STREET WATER LINE REPLACEMENT PROJECT

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.

City Engineer Initials

Director of Finance Initials

Approved as to Legality and Form:

City Attorney

Secretary

Witness

City Manager or Authorized Representative

Contractor (Seal)

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:

ROCKWAY STREET WATER LINE REPLACEMENT PROJECT
Staunton, Virginia

In accordance with Technical Specifications and Plan Designs prepared by:

City of Staunton Engineering Office
for:
City of Staunton Department of Public Works
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:

**ROCKWAY STREET WATER LINE REPLACEMENT PROJECT
Staunton, Virginia**

In accordance with Technical Specifications and Plan Designs prepared by:

City of Staunton Engineering Office.

for:

**City of Staunton Department of Public Works
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 Public Works, 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

SPECIAL AND SUPPLEMENTAL CONDITIONS

These Special and Supplemental Conditions amend or supplement the General Conditions and Specifications and other provisions of the Contract Documents as indicated. All provisions which are not so amended or supplemented remain in full force and effect.

1) Project Description

- a) This Project consists of replacement of approximately 850 linear feet of 6” and smaller water lines and associated appurtenances. All work shall take place within the existing City right-of-way and easements.

2) Work Requirements

- a) Prior to construction, the Contractor shall make a detailed survey of all proposed work areas to document existing conditions. The Contractor is required to document the existing conditions by video and/or photographs prior to construction. The Contractor shall provide a copy of the existing conditions media to the City Engineer.
- b) A construction field office is not required for this project.
- c) Normal working hours are not to exceed 7:00 a.m. to 7:00 p.m. during daylight on weekdays (Monday through Friday). No work is to be performed on City holidays. Prior approval from the City Engineer is required to perform construction work outside of these hours.
- d) All work is to be performed in accordance with the Work Area Protection Manual.
- e) Prior to construction, the contractor shall submit a traffic maintenance plan to the City Engineer for approval. Access to all properties shall be kept open at all times. Due to the narrow street and limited shoulder area of Rockway Street, it is anticipated that the Contractor may need to close Rockway Street to through traffic during the day for construction. This will be permitted, but must be coordinated in advance with the City. Include details of any desired street closure in the traffic maintenance plan, including necessary signage (to be provided by Contractor). Lambert Street is to remain open at all times.
- f) All excavation beneath pavement shall have full stone backfill.

3) Project Closeout

- a) Warranty – The Contractor shall provide a one-year warranty of the construction, effective as of the date of Final Completion. All construction under these specifications and Contract Documents shall be free from defects in material or workmanship, and the Contractor shall repair or replace at his expense any such defective items during the warranty period. The Contractor shall be responsible for repair or replacement of any equipment or materials which fail to meet the design requirements as specified which are revealed during the start-up or testing. Repair or replacement of any such items shall be completed within 30 days at the expense of the Contractor. Some individual mechanical items may have longer manufacturer warranties if specified.

- b) Record Drawings – Upon Final Completion, Contractor shall provide City with a set of accurate “red-line” as-built Record Drawings. Record drawings will indicate/confirm all pipe, valves, fittings and appurtenances installed; indicate/confirm any abandoned pipe sections and lines that have been removed or grouted; any changes from the bid plans. A field survey will not be required for record drawings for this project.

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 _____, 2022 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.

HUD DOCUMENTATION INSERTS

General Conditions & Federal Requirements

Equal Employment Opportunity Certification

Certification Regarding Lobbying

Noncollusion Affidavit

Prime Contractor Certification of Nonsegregated Facilities

Federal Labor Standards Provisions

Sample Payroll Form

MBE/WBE Section 3 Contractor Solicitation and Commitment Statement

Wage Determination

Staunton, Virginia – Heavy

Follow This Page

GENERAL CONDITIONS & FEDERAL REQUIREMENTS

All bidders must comply with the following Federal requirements:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601

"No person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

Executive Order 11063, as amended

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

Executive Order 11246

- A. If the contract amount is less than ten thousand (\$10,000) dollars) the following conditions shall apply:

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. If the contract amount exceeds ten thousand (\$10,000) dollars) the following conditions shall apply:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless exempted by rules, regulations, or orders

of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals and Timetables for
Minority Participation
in Each Trade
14.9%

Goals and Timetables for
Female Participation in
Each Trade
6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.

- Compliance with the goals will be measured against the total work hours performed.
- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number: estimated dollar amount of the

subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities

or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor; along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7) b above.
 - (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all

minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.
 - (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a

contractor association, Joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application or

requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.)

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

Federal Labor Standards Provisions

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act) The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u)

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.
- B. The parties to this contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by execution of this contract or subcontract memorandum of understanding, cooperative agreement or similar legally binding agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR Part 75.

- C. The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:
 - 1. After the contractor is selected; and
 - 2. With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.
- D. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- E. The contractor agrees to post signs advertising new employment, training, or Sub-contracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.
- F. The contractor agrees to hire, to the greatest extent feasible, Section 3 residents as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- G. The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
- H. The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project or activity to Section 3 businesses, or provide written justification that is consistent with 24 CFR Part 75 describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.
- I. The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.
- J. The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.
- K. The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable.
- L. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3 and include this Section 3 clause in its entirety into every subcontract awarded.
- M. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.
- N. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.

- O. If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.
- P. Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.

Lead Based Paint Requirements

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

Clean Air and Clean Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

Procurement of recovered materials

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Section 109 of the Housing and Community Development Act of 1974

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title"

Age Discrimination Act of 1975

"No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973

"No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

OTHER REQUIREMENTS OF 2 CFR PART 200

- (a) Debarment and Suspension (Executive Orders 12549 and 12689)
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide

exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

(b) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment 10B - Certification

(c) Procurement of recovered materials

The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

Forms

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term “applicant”.

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Company: _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

NONCOLLUSION AFFIDAVIT

COMMONWEALTH OF VIRGINIA, COUNTY OF _____, being first duly sworn deposes and says that:

1. He is the _____, of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

(By _____)

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____, 2022, by

of _____, a _____

(name of corporation acknowledging) (state or place of incorporation)

corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____ (signature of person taking acknowledgement)

_____ (Name typed, printed or stamped)

_____ (Title or rank)

_____ (Serial number, if any)

PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor

Project Name

Project Number (if applicable)

Name and Title of Signer (Print or Type)

Signature

Date

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Sample Payroll

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR ☐				OR SUBCONTRACTOR ☐				ADDRESS														
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION										PROJECT OR CONTRACT NO.				
(1)		(2)	(3)	OT OR ST	(4) DAY AND DATE								(5)	(6)	(7)	(8) DEDUCTIONS					(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION		HOURS WORKED EACH DAY								TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

MBE/WBE/Section 3 Commitment Statement

MBE/WBE SECTION 3 CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder	(2) IFB Number
Address	Bid Opening Date
Telephone Number	Contact Person

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date.

*(3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(4) Sec. 3 (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%

A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By:	Telephone Number/E-mail Address:
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Use additional sheets if necessary.

"General Decision Number: VA20220024 02/25/2022

Superseded General Decision Number: VA20210024

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Alleghany, Augusta, Bath, Buena Vista*, Clifton Forge*, Covington*, Highland, Lexington*, Rockbridge, Staunton* and Waynesboro* Counties in Virginia.

*INDEPENDENT CITIES

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

	hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUVA2010-025 09/01/2010

	Rates	Fringes
CARPENTER.....	\$ 9.00 **	0.84
CEMENT MASON/CONCRETE FINISHER...	\$ 11.00 **	1.02
ELECTRICIAN.....	\$ 15.55	2.37
LABORERS		
Common or General.....	\$ 7.89 **	0.51
Flagger.....	\$ 7.25 **	
Pipelay.....	\$ 9.75 **	3.34
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 18.00	
Bulldozer.....	\$ 18.00	
Crane.....	\$ 20.63	7.28
Excavator.....	\$ 11.36 **	1.09
Loader.....	\$ 12.87 **	1.13
TRUCK DRIVER		
Dump Truck.....	\$ 10.70 **	0.97
Off the Road Truck.....	\$ 16.50	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

TECHNICAL SPECIFICATIONS – CITY OF STAUNTON

Section 101 – Mobilization

Section 102 – Traffic Control

Section 103 – Site Clearing

Section 104 – Trenching and Backfilling

Section 105 – Rock Excavation

Section 106 – Seeding

Section 109 – Water Distribution System

Section 111 – Street Construction Repair

Section 112 – Earthwork

Follow This Page

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 and establishing a Contractors field office as required.

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 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 104 TRENCHING & BACKFILLING FOR UTILITY LINES

104.1 GENERAL

Work included in this Section includes trenching and backfilling for underground pipelines and related structures only.

104.1.1 Related requirements specified in other Sections of the Specifications.

- A. Section 102 - Traffic Control
- B. Section 103 - Site Clearing
- C. Section 105 - Rock Excavation
- D. Section 106 - Seeding
- E. Section 107 - Sanitary Sewer System
- F. Section 108 – Storm Drainage System
- G. Section 109 - Water Distribution System

104.1.2 Reference Specifications are referred to by abbreviation as follows:

- A. American Society for Testing and Materials – ASTM
- B. American Association. of State Highway and Transportation Officials – AASHTO
- C. Virginia Department of Transportation – VDOT

104.1.3 The contractor shall provide compaction testing as deemed necessary by the City.

104.1.4 Locate existing utilities, culverts and structures, above and/or below ground, before any excavation starts. Coordinate work with utility companies. Protect, maintain in service, and prevent damage to utilities not designated to be removed. When utilities are encountered and are not shown on Drawings or when locations differ from those shown on Drawings, notify Engineer for instructions before proceeding.

104.2 PRODUCTS

104.2.1 Pipe Bedding Fill

- A. Granular fill shall meet requirements for VDOT #68 or #57 aggregate.

104.2.2 Select Backfill

- A. Aggregate fill shall be VDOT #21A.

- B. Clean earth fill shall be approved material free of debris, roots, frozen materials, organic matter, rock or gravel larger than 2 inches in any dimension or other harmful matter.
 - C. Flowable Fill shall conform to VDOT Road and Bridge Standards and VDOT Special Provision for Flowable Fill.
- 104.2.3 Concrete for bedding, backfill or encasement shall have at least 2,000 psi compressive strength.
- 104.2.4 Rip rap, where shown on the Drawings, shall conform to VDOT Road and Bridge Specifications.

104.3 EXECUTION

- 104.3.1 Strip existing topsoil, leaf mold and organic materials, meeting topsoil requirements of Section 106 - "Seeding." Deposit in storage piles separate from other excavated material.
- 104.3.2 Unauthorized excavation consists of the removal of material beyond indicated subgrade elevations or side dimensions without specific approval of the City Engineer. Where unauthorized excavations occur, restore these areas to the elevations and dimensions shown on the Drawings with granular fill.
- 104.3.3 Where removal of unsatisfactory material is due to fault or negligence of the Contractor, by inadequate shoring or bracing, dewatering, material storage or other failure to meet specified requirements, any work deemed necessary by the City Engineer to correct the faulty condition shall be performed at no additional cost.
- 104.3.4 Excavation and Bedding
- A. Open trenches are limited to 100'.
 - B. The width of the trench at and below the top of the pipe shall be the outside diameter of the pipe plus 24 inches.
 - C. The trench width shall be of adequate width to allow for a mechanical compactor between the pipe and the trench wall.
 - D. Pressure lines shall be installed with bedding as indicated in the Standard Drawings.
 - E. Gravity sewer lines in good material shall be installed with a modified class B bedding as shown on standard drawing S-8.
 - F. Dewater excavation as necessary to provide proper protection. If deemed necessary, the Engineer may require continuous dewatering 24 hours per day by adequate pumping or well-points until backfilling is completed.

The method, and equipment used for dewatering shall be subject to the approval of the Engineer.

- G. Where unsuitable soil is encountered, excavate to depth determined by the City Engineer and replace with suitable material approved by the City Engineer.
- H. Where underground streams or springs are found, provide temporary drainage and notify City Engineer.
- I. Remove from the project site and dispose of material unsatisfactory for backfill, trash, and all excess material continuously with the progress of the work.
- J. Remove shoring and all form materials, unless otherwise directed.
- K. Where rock is encountered which will serve as a foundation for a manhole, vault, or other structure, it shall not be removed. Where only a part of the foundation would bear on rock, excavate to an even depth of 8 inches below the entire structure and backfill with aggregate fill and thoroughly compact. Provide a minimum of 8 inches between rock excavation and sides of structures.
- L. Compact pipe bedding by mechanical tamping to prevent settlement.

104.3.5 Sheeting

- A. Maintain trench walls in a safe condition at all times. The City Engineer reserves the right to require the use of sheeting and/or shoring at any time the Engineer deems it necessary.
- B. Sheeting and shoring left in place shall be cut off to a depth of not less than 18 inches below finish grade.

104.3.6 Compaction

- A. Percentage of maximum density requirements: Compact each layer of fill or backfill to not less than the following percentages of the maximum density at optimum moisture content as determined by ASTM D 698 (AASHTO T-99):
 - 1. 100 percent beneath and within 25 feet of buildings and structures, including those shown for future construction.
 - 2. 95 percent beneath pavements, walks, and road shoulders, including those shown for future construction.
 - 3. 90 percent in other unpaved areas.

104.3.7 Backfill

- A. Backfill trench to a compacted depth of 1 foot over the pipe with approved earth fill. Backfill shall be properly placed uniformly on each side of the pipe and compacted as required. Do not backfill on muddy or frozen soil, or with muddy or frozen soil.
- B. Backfill over any plastic or PVC pipe to 1' over the top of the pipe with VDOT #68 or #58 aggregate.
- C. Backfill trench from 1 foot above the pipe to grade with clean earth fill free of stones larger than 6 inches or 1/2 the layer thickness, whichever is smaller. Layers shall not exceed 12 inches, except that under road shoulders and under existing or future paved areas, layers shall not exceed 8 inches. Backfill shall be compacted to the density specified for the areas in which it is located except that minimum compaction in any area shall be to the density of the adjacent soil. Compaction shall be achieved by vibratory mechanical tamping.
- D. When specified the trench shall be backfilled full depth with VDOT 21A aggregate.
- E. When specified the trench shall be backfilled from 6" above the pipe to the bottom of the pavement repair detail with VDOT Flowable Fill.
- F. Excavation depressions caused by removal of stumps or other clearing operations to firm subgrade shall be filled with clean earth fill and compacted as specified.
- G. Place backfill materials adjacent to structures evenly. Take care to prevent wedging action of the backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.
- H. Compact backfill materials using equipment suitable for the materials being compacted and the work area locations. Use power-driven hand tampers for compacting materials adjacent to structures.
- I. Compact aggregate fill placed under manholes or other structures to required density.
- J. Unless otherwise specified, full stone backfill will be used only at the discretion of the City Engineer where native backfill is deemed unsuitable.

104.3.8 Grading

- A. Uniformly grade all areas within the limits designated on the Drawings, including adjacent transition areas.

- B. Finish all surfaces to be free from irregular changes.
- C. Finish subgrade areas to receive topsoil to within 0.10 foot of required subgrade elevations.
- D. Shape subgrade under walks to line, grade, and cross-section to within 0.10 foot of required subgrade elevations.
- E. Shape subgrade under pavement to line, grade, and cross-section to required subgrade elevations.
- F. Protect newly graded areas from traffic and erosion. Repair and reestablish grade in settled, eroded, or rutted areas to the specified tolerances.
- G. Where compacted areas are disturbed by subsequent construction or adverse weather scarify the surface, reshape and compact to the required density. Use hand tamper for re-compaction over underground utilities.

104.3.9 Utilities to be Abandoned or Removed

- A. When underground utilities are to be abandoned in place, plug, cap or seal with concrete at the "construction limits" or at points shown.
- B. Remove underground utilities indicated on the Drawings to be removed and backfill resulting excavation with suitable material compacted as specified. Plug, cap or seal utilities with concrete, at the construction limits or at points shown.

104.3.10 Clean Up

- A. Keep areas of work cleaned up at all times, and promptly remove all materials and debris not intended for incorporation in the work. Broom clean the surfaces of all paved areas immediately after backfilling operations.
- B. Maintain backfilled trenches from the nuisance of dust, mud or settling during the entire length of the Contract and for a period of one-year following Final Acceptance of the Work.
- C. In the event the Contractor fails to satisfy these requirements to the satisfaction of the City, or otherwise prosecute the Work in a reasonable or proper manner, and after a reasonable period of time has elapsed after notification by the City of unsatisfactory conditions, the City reserves the right to employ outside services to take such corrective action as deemed necessary by the City Engineer. The cost incurred in taking corrective actions will be deducted from any monies due the Contractor by the City or such other means of collection as may be available to the City.

104.3.11 Preparation for Final Inspection

- A. Locate and adjust all manholes, valve boxes, etc. to final grade and flush out all gravity pipelines as necessary prior to final inspection by the City Engineer.

104.4 MEASUREMENT AND PAYMENT

104.4.1. Excavation – Excavation for utility work is incidental to all other work. No separate payment is made.

104.4.2. Rip Rap - When specified as a separate bid item, rip rap will be paid for by the ton or square yard for the Class specified.

104.4.3. Backfill

- a) Full Stone Backfill (VDOT 21A) – All excavation beneath pavement shall have full-stone backfill, unless otherwise specified. Measurement and payment shall be per the units listed on the bid form for this item. If not listed as a separate bid item, stone backfill shall be incidental to other associated bid items.
- b) Removal of Unsuitable Material and Replace with Select Material (full stone backfill not required) – The trench in areas not under pavement is not required to have full stone backfill, unless otherwise specified. If unsuitable material is encountered in these areas, it is to be removed and replaced, and shall be measured and paid by units listed on the bid form for this item. (This is to be used only where full stone backfill is not required.) The select backfill material to be used in such areas is described in section 104.2.2.B of the Technical Specifications; compacted VDOT 21A's may also be used. Contractor is only to be paid for this item if approved in advance by the City's on-site representative. If not listed as a separate bid item, this item shall be incidental to other associated bid items.

END OF TRENCHING & BACKFILLING FOR UTILITIES

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.
- 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. Payment shall be the price bid per cubic yard and is to include aggregate fill to bring the ditch to plan grade.

END OF ROCK EXCAVATION

SECTION 106 SEEDING

106.1 GENERAL

- 106.1.1 Related requirements specified in other Sections of the Specifications:
Section 104 - Trenching & Backfilling
- 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.
- 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

- 106.6.1 Topsoil and Seeding. Measurement and payment shall be per acre or lump sum as listed on the Bid Schedule. When there is no topsoil and seeding bid item the work is considered incidental to other associated work items.
- 106.6.2 Sod – when specified sod shall be paid for by square foot.
- 106.6.3 Maintenance – There shall be no separate payment for maintenance of seeded or sodded areas.

END OF SEEDING

SECTION 109 WATER DISTRIBUTION SYSTEM

109.1 GENERAL

Work in this Section includes all water system piping including all valves, hydrants, fittings, anchors, air vents and other appurtenances or material as indicated on the construction plans.

109.1.1 Related requirements specified in other Sections of the Specifications:

- A. Chapter 8 - General Construction Standards
- B. Section 103 - Site Clearing
- C. Section 104 - Trenching & Backfilling
- D. Section 106 - Seeding
- E. Section 107 - Sanitary Sewer System

109.1.2 Reference Specifications are referred to by abbreviation as follows:

- A. American National Standards Institute - ANSI
- B. American Railway Engineering Association - AREA
- C. American Society for Testing and Materials - ASTM
- D. American Water Works Association - AWWA

109.2 EXISTING FACILITIES

109.2.1 Domestic Water Service - It shall be the Contractor's responsibility to maintain water service to residents during the life of this project; however, during different phases of construction, it will be necessary to temporarily disrupt water service. Any disruption of water service shall be to the Owner's approval and the Contractor shall give residents sufficient warning of the disruption.

109.2.2 Abandoned Facilities - The Contractor shall abandon the existing water lines by closing valves, cutting/sleeving lines, removing valve boxes, and plugging the lines as directed by the City or as shown on the plans. The Contractor shall remove abandoned fire hydrants as directed. All salvageable materials will be delivered to the City's storage yard. All work associated with this Article will be considered incidental to the project and will have no separate pay item unless specifically identified on the bid schedule.

109.3 PRODUCTS

Submit shop drawings on all products as required by the City. Provide certified test results of pipe testing.

- 109.3.1 Ductile iron pipe shall meet requirements of AWWA C151, Class 350. All pipe shall have a cement mortar lining on the interior and a bituminous coating on the exterior. Unless otherwise noted, all joints shall be slip joints.
- 109.3.2 Copper tubing shall meet requirements of ASTM B88 for Type "L" copper, hard drawn, for above ground and Type "K" hard drawn for below ground.
- 109.3.3 Cross-linked Polyethylene (XLPE) Pressure Pipe and tubing shall meet requirements of AWWA C904 and NSF/ANSI 61, 1/2 inch (13mm) through 3 inches (76mm) for Water Service. Tubing shall be minimum pressure class 200, copper tube size, meeting the requirements of AWWA C904. Couplings for use in joining gravity pipe of differing materials and/or sizes shall be push on type.
- 109.3.4 Conduits of non-ferrous material buried underground shall have a detectable tracer wire buried in the trench with the conduit. Tracer wire shall be copper wire, 12 gage or larger, securely attached to the main line and meter base, as applicable, to provide a strong locating signal. Tracer wire shall be insulated with high density polyethylene coating, blue for water, and green for sewer. Non-ferrous conduits buried more than 36" shall have a non-metallic warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, blue for water, and green for sewer, buried in the top 24-36 inches of cover above the conduit.
- 109.3.5 2" thru 3" Water Line - To be galvanized steel pipe, exceeding requirements of ASTM A33, threaded joint, with malleable iron fittings.
- 109.3.6 Steel casing pipe for boring, jacking, or open cutting under highways and railroads shall meet the requirements of ASTM A139, Grade B. Nominal pipe diameter shall be as indicated on the Drawings. Wall thickness shall be a minimum of 0.375". No protective coating or lining will be required.
- 109.3.7 Fittings shall be ductile iron. Ductile iron fittings shall be in accordance with AWWA C110 or C153. Pressure rating shall be 350 psi. All fittings shall be mechanical joint, or mechanical joint plain end unless otherwise approved by the Engineer. All fittings shall have a cement mortar lining on the interior and a bituminous coating on the exterior in accordance with AWWA C104.
- 109.3.8 Ductile Iron Fittings - To be ANSI & AWWA Specification, cement line, Class 350 with mechanical joints.

- A. Mechanical joint retainer glands shall meet requirements of AWWA C111 except that retainer gland shall be modified to accommodate set screws.
 - B. Locked type mechanical joints may be used where restrained joints are required.
- 109.3.9 Push-on joint and rubber gasket shall meet requirements of AWWA C111. Restrained push-on joints may be used where restrained joints are required.
- 109.3.10 Flanged joints for ductile iron pipe shall meet requirements of ANSI B16.1.
- 109.3.11 Flanged joint gaskets shall be full-face, made of rubber, and shall meet requirements of ANSI B16.21.
- 109.3.12 Cement mortar lining with bituminous seal coat for ductile iron pipe and fittings shall meet requirements of AWWA C104. Cement mortar lining shall be standard thickness.
- 109.3.13 Exterior, bituminous coating for ductile iron pipe and fittings shall meet requirements of AWWA C106 or AWWA C151 as applicable.
- 109.3.14 Metal harness shall be galvanized rods and clamps as detailed on Drawings.
- 109.3.15 Detector Check Valves shall be epoxy coated UL and FM approved, hot dipped galvanized cast iron with brass by-pass meter trim. Valves shall be ITT Grinnell/Kennedy Model 1371G, or 1369G Hersey Model EDC, Mueller #4-2133-6, Viking Model E-1, Ames 3000 DCDA 4"-10", Wilkins 950 DA 2-1/2"-10", Grinnell Model B-2 detector check valves, or approved equal.
- 109.3.16 Gate valves, smaller than 12 inches shall be iron body, non rising bronze stem and resilient wedge gates meeting the requirements of AWWA C509 or AWWA C515. Valve ends shall be mechanical joint for underground service or flanged for meter vaults and above ground service. Valves shall open counter-clockwise and shall be equipped with a 2-inch square AWWA operating nut. Valves shall be factory tested in accordance with AWWA C509 and upon request the manufacturer shall furnish certified copies of test reports.
 - A. Valves shall be American Flow Control, Clow, Dresser, Kennedy, Mueller, A.P. Smith, or approved equal meeting this Specification.
- 109.3.17 Butterfly valves, 12 inches through 24 inches shall be of the rubber-seated tight closing type meeting requirements of AWWA C504, Class 250B.
 - A. Valve ends shall be mechanical joint in accordance with AWWA C111. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.
 - B. Valve operators shall be of the traveling-nut type, sealed, gasketed and lubricated for underground service. Operators shall be capable of

withstanding an input torque of 450 ft. lbs. at full open or closed position, without damage to the valve and valve operators.

- C. A rubber seat may be applied to the body or the disc.
 - D. Valves shall open counter clockwise and shall be equipped with a 2-inch square AWWA operating nut.
 - E. Valves shall be factory tested in accordance with Section 5 AWWA C504 specification; and upon request, the manufacturer shall furnish certified copies of test reports.
 - F. Valves shall be American-Darling, Dresser "450", Mueller "Lineseal XP", Pratt "HP 250II", or approved equal.
- 109.3.18 "Hot Tap" valves shall be the equivalent of The Romac 7.00 310-0700010 Quickvalve and sleeve. Valves shall open counter clockwise and shall be equipped with a 2" square operating nut.
- 109.3.19 Valve boxes shall be 2-piece adjustable screw type, cast iron, Tyler Model No. 562-S or Capitol Foundry Model No. 562-S-HD.
- 109.3.20 Pressure Reducing Valve.
- A. Valves shall be hydraulically operated and shall generally function to reduce high upstream pressure to a preset lower downstream pressure without shock or hammer.
 - B. The valve body shall be cast iron with 125 lb. flanges. The piston shall be guided above and below the seat. The piston, seat, and guide shall slide on replaceable "leathers." No metal to metal sliding contact will be allowed.
 - C. The valve body shall be constructed to allow the removal and servicing of all parts without removing the valve body from the water line. An indicator shall be furnished as an integral part of the valve to show piston position within the body.
 - D. The working pressure (both HIGH PSI and LOW PSI) shall be determined by the Engineer, approved by the City and shown on the Plans. The valve shall be ordered with the PSI specified and the factory shall preset the pilot for the specified pressure.
 - E. The external pilot (although preset to the specified pressure when shipped from the factory) shall be field adjustable between 40 and 100 PSI.
 - F. The valve shall be a Cla-Val or approved equal.
- 109.3.21 Tapping Sleeve and Valves shall be Mueller H-615 tapping sleeve with duck tipped end gasket and H-667 tapping valve open left, or approved equal. The

contractor shall provide all material and labor with the exception that the City will use its tapping machine to make the tap. The contractor needs to schedule this service with the City's Utilities Superintendent. An alternate tapping sleeve can be all stainless steel (18-8 type 304) Style FAST as manufactured by Ford Meter Company, or approved equal.

- 109.3.22 Flexible couplings shall be of gasketed, sleeve type. Each coupling shall consist of a steel middle ring, two steel followers, two rubber compounded wedge section gaskets and sufficient galvanized track, head steel bolts to properly compress the gaskets. Couplings shall be of the type to match piping in which installed. Couplings shall be manufactured by Dresser Manufacturing Division of Dresser Industries, Smith-Blair, Ford, or approved equal.
- 109.3.23 Fire Hydrants shall be Mueller "Centurion" Model A-421 or Kennedy "Guardian" with 6" shoe, mechanical joint, two 2 1/2" hose nozzles, or approved equal, and one 4 1/2" pump connection with National Standard outlet threads, left turn open with 1 1/2" pentagon operating nut. Hydrant bury mark to match ground surface. One cubic foot stone pocket to be installed at Hydrant Drain. Hydrants to be painted according to AWWA standards. All paints currently being used are Pittsburg Paints Interior/Exterior Gloss Oil, other equivalent paints are acceptable.

The colors and Pittsburg code follows:

Blaze Orange	6-313
Black	6-253
Safety Yellow	6-330
Brilliant Red	6-306
Ivy Green	#7013

- 109.3.24 Flanged adapters for joining plain-end pipe to flanged items shall be Style 128 or 127 as manufactured by Dresser Manufacturing Division of Dresser Industries or Smith-Blair Type 912 or 913, or approved equal.
- 109.3.25 Pressure gauges shall be open front case type with bronze bourdon tube soldered to socket and tip, stainless steel movement, and a 4-1/2-inch white coated dial graduated from 0 to 100 psi. Gauges shall be similar to Ashcroft No. 1279.
- 109.3.26 Concrete Thrust Blocks - Install concrete thrust blocks at all appurtenances except under valves. Concrete to be Class C1-1500 psi using Type I cement. Contractor may use retainer glands in lieu of concrete thrust blocks for 11 1/4 and 22 1/2 bends. The MEGAlug by Ebba Iron, INC., or approved equal, is an acceptable alternate for 11 1/4 and 22 1/2 bends.

109.3.27 Service Connection

- A. The Type I service connection shall include water main tap, corporation stop, replacement of entire meter/box assembly, connection of service line to both sides of the meter/box assembly, and connection to the existing service line on the customer side of the meter assembly.
- B. The Type II-A and Type II-B service connection shall include water main tap, corporation stop, and connection of the service line. All galvanized service lines encountered shall be treated as a Type I service connection.
- C. The Type III service connection shall include water main tap, a 1" corporation stop, splitting the service with a 1"x3/4"x3/4" wye, installation of two (2) meter/box assemblies, and connection to the existing service line on the customer side of the meter.

109.4 EXECUTION

109.4.1 Pipe Laying

- A. Take all precautions necessary to insure that pipe, valves, fittings, and other accessories are not damaged in unloading, handling, and placing in trench. Examine each piece of material just prior to installation to determine that no damage has occurred. Remove any damaged material from the site and replace with undamaged material.
- B. Exercise care to keep foreign material and dirt from entering pipe during storage, handling, and placing in trench. Close ends of in-place pipe at the end of any work period to preclude the entry of animals and foreign material.
- C. Bedding of pipe shall be as specified in Section 104 - Trenching & Backfilling.
- D. Do not lay pipe when the trench bottom is muddy or frozen, or has standing water.
- E. Use only those tools specifically intended for cutting the size, material, and type pipe involved. Make cuts to prevent damage to pipe or lining and to leave a smooth end at right angles to the axis of the pipe.
- F. Lay pipe with bell ends facing the direction of laying. Where grade is 10 percent or greater, lay pipe uphill with bell ends upgrade.
- G. Separation of sanitary sewer lines and water lines shall be in accordance with Virginia Department of Health and Regulations.

109.4.2 Joining Mechanical Joint Pipe

- A. Thoroughly clean inside of the bell and 8 inches of the outside of the spigot end of the joining pipe to remove oil, grit, excess coating and other foreign matter. Paint the bell and the spigot with soap solution (half cup granulated soap dissolved in 1-gallon water). Slip cast-iron gland on spigot end with lip extension of gland toward end of pipe. Paint rubber gasket with or dip into the soap solution and place on the spigot end with thick edge toward the gland.
- B. Push the spigot end forward to seat in the bell. Then press the gasket into the bell so that it is located evenly around the joint. Move the gland into position, insert bolts and tighten nuts finger tight. Then tighten all nuts to the torque listed below:

<u>Bolt Size - Inches</u>	<u>Torque Foot - Pounds</u>
5/8	40 - 60
3/4	60 - 90
1	70 - 100
1-1/4	90 - 120

Tighten nuts on the alternate side of the gland until pressure on the gland is equally distributed.

- C. Join lock-type mechanical joint pipe according to manufacturer's recommendations.
- D. Permissible deflection in mechanical joint pipe shall not be greater than 2/3 of that listed in AWWA C600.
- E. Permissible deflection in lock-type mechanical joint pipe shall be as recommended by manufacturer.

109.4.3 Joining Push-On Joint Pipe

- A. Thoroughly clean inside of the bell and 8 inches of the outside of the spigot end of the joining pipe to remove oil, grit, excess coating, and other foreign matter. Flex the rubber gasket and insert it in the gasket recess of the bell socket. Apply a thin film of gasket lubricant supplied by the pipe manufacturer, to either the gasket or the spigot end of the joining pipe. Start the spigot end of the pipe into the socket with care. Then complete the joint by forcing the plain end of the bottom of the socket with a forked tool or jack-type pipe device. File the end of field cut pipe to match the manufactured spigot end.
- B. Join restrained push-on joints according to the manufacturer's recommendations.

- C. Permissible deflection in push-on joint pipe shall not be greater than 2/3 of that listed in AWWA C600.
- D. Permissible deflection in restrained push-on joint pipe shall be as recommended by the manufacturer.

109.4.4 Setting Valves and Valve Boxes

- A. Install valves with operator stems in the vertical plane through the pipe axis and perpendicular to the pipe axis. Locate valves where shown on Drawings. Thoroughly clean valves before installation. Check valves for satisfactory operation before and after installation.
- B. Equip all underground valves with valve boxes where shown on the Drawings. Set valve boxes in accordance with Standard Drawings. Set the valve box in alignment with the valve stem centered on the valve nut. Set the valve box to prevent transmitting shock or stress to the valve. Set the box cover flush with the finished ground surface or pavement. PVC extensions shall not be permitted.

109.4.5 Locate Fire Hydrants as shown on Drawings and in accordance with Standard Drawings. The bottom flange of the fire hydrant shall be at finish grade with an acceptable allowance of up to 6" above finish grade.

109.4.6 Provide air and vacuum valves at locations shown on Drawings. Install gate valves between the water main and relief valves. Construct manholes for air and vacuum relief valve as shown on Drawings.

109.4.7 Use sleeves where pipes, valve stem extensions or equipment parts pass through concrete or masonry walls or slabs. Sleeves shall be either cast iron or schedule 40 steel of sufficient size to allow sealing around pipes and clearance for valve stems or equipment. Extend vertical sleeves through slabs 1 inch above top surface.

- A. Use cast iron sleeves with intermediate collars to anchor and provide a water stop on outside of sleeves that go through exterior walls below grade.
- B. Provide "link-seal" pipe to wall closures manufactured by Thunderline Corp., Wayne, Michigan, or approved equal, where shown on Drawings. Seals shall be modular mechanical type, consisting of interlocking synthetic rubber links shaped to fill annular space between pipe and wall opening to provide water-tight seal between pipe and wall opening.

109.4.8 Provide reaction thrust blocks as shown on typical details.

- A. Concrete reaction anchors shall bear against undisturbed earth and shall be of the size and shape shown on the typical details.

- B. Use metal harness restraints as shown on Drawings.
- C. “Mega-Lug” retainer glands may be used on bends of 22 ½ degrees or less in lieu of a concrete thrust block.
- D. Where retainer glands are used, extreme care shall be taken so that each set screw is tightened as recommended by the manufacturer before the pipe is backfilled and tested.

109.4.9 When specified, encase water pipelines crossing under highways and railways in a larger pipe or conduit called a casing pipe. Joining of steel casing pipe shall meet requirements of AWWA C206. Install by jacking, boring or open cut if permitted. The carrier pipe shall be supported by full diameter, mechanically adjusted spacers, 8’ on center. The installation shall meet requirements of AREA Standards for installation of pipelines carrying nonflammable substances under railway tracks. Brick up casing pipe ends to protect against foreign matter, but do not tightly seal. Prior to beginning work, notify the Railroad or Street Department.

109.4.10 Installation of Tapping Sleeves and Tapping Valves

- A. All tapping sleeves shall be set to avoid interference with existing pipe joints.
- B. The contractor shall provide and install the tapping sleeve and valve. Unless otherwise noted the City will make the tap for main lines (no service taps will be made by the City). This service must be scheduled with the Department 48 hours in advance of the tap.

109.4.11 Acceptance Tests

- A. When water is available at the site; the owner will supply water at no cost for testing potable water lines only.
- B. After the line has been backfilled and at least seven days after the last concrete reaction anchor has been poured, subject the line or any valved section of the line to a hydrostatic pressure test in accordance with AWWA C600, except as modified herein. Fill the system with water at a velocity of approximately 1 foot per second while necessary measures are taken to eliminate all air. After the system has been filled, raise the pressure by pump to 1.5 x the working pressure.

Test pressures shall:

- (1) not be less than 1.50 x the working pressure at the highest point along the test section
- (2) not exceed thrust restraint pressure

- (3) not vary by more than + or - 5 psi
- (4) not exceed twice the rated pressure of the valves or hydrants when the test includes closed gate valves
- (5) not exceed rated pressure of valves if resilient-seated butterfly valves are used
- (6) be at least 100 psi.

Measure pressure at the low point on the system compensating for gauge elevation. Maintain this pressure for two hours. If the pressure cannot be maintained, determine the cause, make repairs and repeat the test until successful.

- C. A leakage test shall be conducted concurrently with the pressure test. Leakage is defined as the quantity of water required to maintain a pressure within 5 psi of the specified test pressure, after air has been expelled and the pipe is filled with water. Leakage shall not exceed 10 gallons per day per mile per inch of diameter. If leakage exceeds that specified, find and repair the leaks, and repeat the test until successful.
- D. All visible leaks shall be repaired regardless of the amount of leakage.

109.4.12 Disinfect, flush and test water mains and accessories in accordance with the procedures listed below. The water used in the disinfecting process shall be potable water from an approved supply. If water is to be transported to the subject site, then the tank on the truck must also be properly disinfected prior to transporting water. Disinfection of the vehicle should also include all appurtenances used such as valves, hoses, etc.

- A. Preliminary Flushing: The main shall be flushed prior to disinfection, except when the tablet method is used. Flushing shall be at a velocity of not less than 2.5 feet/second. Adequate provisions shall be made for drainage of flushing water.
- B. Form of chlorine for Disinfection:
 - (1) Liquid chlorine shall be used only when suitable equipment is available and only under the direct supervision of a person familiar with the physiological, chemical, physical properties of this element, and who is properly trained and equipped to handle any emergency that may arise. Introduction of chlorine-gas directly from the supply cylinder is unsafe and shall not be permitted.
 - (2) Calcium hypochlorite contains 70 percent available chlorine by weight. It shall be either granular or in tablet form. The tablets, 6-8 to the ounce, are designed to dissolve slowly in water. A

chlorine-water solution shall be prepared by dissolving the granules in water in the proportion requisite for the desired concentration.

- (3) Sodium hypochlorite is supplied in strengths from 5.25 to 16 percent available chlorine. The chlorine-water solution shall be prepared by adding hypochlorite to water. Product deterioration shall be reckoned with in computing the quantity of sodium hypochlorite required for the desired concentration.
- (4) Application: The hypochlorite solutions shall be applied to the water main with a gasoline or electrically-powered chemical feed pump designed for feeding chlorine solutions. For small applications, the solutions may be fed with a hand pump, for example, a hydraulic test pump. Feed lines shall be of such material and strength as to withstand safely the maximum pressures that may be created by the pumps. All connections shall be checked for tightness before the hypochlorite solution is applied to the main.

C. Methods of Chlorine Application:

- (1) Continuous Feed Method: Water from the existing distribution system or other approved sources of supply shall be made to flow at a constant, measured rate into the newly-laid pipeline. The water shall receive a dose of chlorine, also fed at a constant, measured rate. The two rates shall be proportioned so that the chlorine concentration in the water in the pipe is maintained at a minimum of 50 MG/L available chlorine. To assure that this concentration is maintained, the chlorine residual shall be measured at intervals not exceeding 2,000 feet in accordance with the procedures described in the current edition of "Standard methods" and AWWA M12-"simplified procedures for water examination." In the absence of a meter, the rate may be determined either by placing a pilot gauge at the discharge or by measuring the time to fill a container of known volume. Table 1 gives the time to fill a container of known volume, and gives the amount of chlorine required for each 100 feet of pipe of various diameters. Solutions of 1 percent chlorine may be prepared with sodium hypochlorite or calcium hypochlorite. The latter solution requires approximately 1 lb. of calcium hypochlorite in 8.5 gallons of water.

TABLE 1

Chlorine Required to Produce 50 MG/L Concentration in
100 FT. of Pipe – By Diameter

100 Percent		1 Percent
Pipe Size	Chlorine	Chlorine Solutions
IN.	LB.	GAL.
4	0.027	0.33
6	0.061	0.73
8	0.108	1.30
10	0.170	2.04
12	0.240	2.88
16	0.430	5.12
20	0.675	8.00

During the application of the Chlorine, valves shall be manipulated to prevent the treatment dosage from flowing back into the line supplying the water. The chlorine application shall not cease until the entire main is filled with the chlorine solution. The chlorinated water shall be retained in the main for at least 24 hours, during which time all valves and hydrants in the section treated shall be operated in order to disinfect the appurtenances. At the end of this 24-hour period, the treated water shall contain no less than 25 MG/L chlorine throughout the length of the main.

- (2) Slug Method (use only if authorized by the Utilities Department): Water from the existing distribution system or other approved source of supply shall be made to flow at a constant, measured rate into the newly laid pipeline. The water shall receive a dose of chlorine, also fed at a constant, measured rate. The two rates shall be proportioned so that the concentration in the water entering the pipeline is maintained at no less than 300 MG/L. The chlorine shall be applied continuously and for a sufficient period to develop a solid column or “slug” of chlorinated water that will, as it passes along the line, expose all interior surfaces to a concentration of at least 300 MG/L for at least 3 hours. The application shall be checked at a tap near the upstream end on the line by chlorine residual measurements.

As the chlorinated water flows past tees and crosses, related valves and hydrants shall be operated so as to disinfect appurtenances.

- (3) Tablet Method: Use only when scrupulous cleanliness has been exercised, because preliminary flushing cannot be used. Do not use this method if trench water or foreign material has entered the main or if the water is below 41 deg. F (5 deg. C). This method may be used for mains up to 12 inches in diameter and where the total length of the main is less than 2,500 feet. Tablets shall not be used with PVC pipe.

Place tablets in each section of pipe and also in hydrants, hydrant branches, and other appurtenances. Attach tablets using Permatex No. 1 adhesive or other adhesive approved by the engineer, except for the tablets placed in hydrants and in the joints between the pipe sections. Tablets shall be free of adhesive except on the one broad side to be attached. Place all tablets at the top of the main. If the tablets are attached before the pipe section is placed in the trench, mark the position of the tablet in the pipe and assure that the pipe is placed with the tablet at the top.

The following table shows the number of 5 grain HTH tablets necessary per joint of pipe to obtain 50 PPM chlorine:

<u>Pipe Size (Inches)</u>	<u>Tablets Per 18 – 20 Feet Joint</u>
3	1
4	1
6	2
8	3
10	4
12	7

When installation is completed, fill the main with water at a velocity of less than 1 foot per second. The water shall remain in the pipe for at least 24 hours. Operate valves so that the strong chlorine solution will not flow back into the line supplying the water.

- D. Final Flushing: After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration is no higher than that generally prevailing in the system, or less than 1 MG/L. Chlorine residual investigation shall be made to ascertain that the heavily chlorinated water has been removed from the pipeline. Flushing shall be through a fire hydrant. When a fire hydrant is not available for complete flushing, it shall be through a minimum 2" tap to ensure removal of any debris in the pipe. Flushing of heavily

chlorinated water shall be through a dechlorinator approved by the City Engineer.

E. Bacteriologic Tests:

- (1) After final flushing, and before the water main is placed in service, samples shall be collected and tested for bacteriological quality and shall show the absence of coliform organisms. At least two samples shall be collected at least 24 hours apart at intervals not exceeding 2,000 feet and tested by a State Health Department approved laboratory and the results shall be submitted to the engineer.
- (2) Samples for bacteriological analysis shall be collected in sterile bottles treated with sodium thiosulfate. If laboratory results indicate the presence of coliform bacteria, the samples are unsatisfactory and disinfection shall be repeated until the samples are satisfactory. Cleaning, disinfection and testing shall be the responsibility of the contractor. Water for these operations will be furnished by the owner, but the contractor shall include in his bid the cost of loading, hauling, and discharging the water.
- (3) A sampling tap consisting of a corporation cock with metal pipe shall be installed within two feet of valves. The corporation stop inlet shall be male, one inch in size, and the outlet shall have one inch I.P. threads and a cap.

F. Testing and disinfection of the completed sections shall not relieve the contractor of his responsibility to repair or replace any cracked or defective pipe. All work necessary to secure a tight line shall be at the contractor's expense.

109.5 MEASUREMENT AND PAYMENT

- 109.5.1 Waterline – Measurement shall be the horizontal distance parallel to the pipe including the length occupied by appurtenances. Bid price shall include all excavation bedding and backfill, unless other bid items for backfill are listed on the bid form. Payment shall be per linear foot for the size and type specified. Payment for water lines and all appurtenances shall be made after completion of ditch restoration including bituminous pavement, concrete, aggregate shoulders, and lawns. This pay item is separate from Standard Patch for Asphalt Pavement.
- 109.5.2. Valves – Measurement shall be per each installed. The bid price shall include all incidental work and materials, including the valve box. Payment shall be per each for the size and type specified.

- 109.5.3 Bends, Plugs, and Reducers – Measurement for ductile iron fittings shall be based on the weight of the fitting only (no miscellaneous hardware). Payment shall be at the bid price per pound. The price shall include all incidental work and thrust blocks.
- 109.5.4 Tees and Crosses – Measurement and payment shall be per each for the size specified. All incidental materials and work shall be included.
- 109.5.5 Tapping Sleeve and Valve – Measurement and payment shall be per each for the size specified. All incidental materials and work shall be included. This pay item is separate from a Connection to Existing Main.
- 109.5.6 Fire Hydrant Assembly – Measurement and payment shall be per each. The cost of fire hydrant vertical extensions (if needed) is to be included in the bid price. All other incidental materials and workmanship shall be included. The cost of valves, tees, and water line shall be paid for separately.
- 109.5.7 Service Line – Measurement will be per linear foot of line installed including all associated work. Payment will be the bid price per linear foot installed for the size indicated.
- 109.5.8 Combination Air/Vacuum Release Valve – Measurement and payment shall be per each including all incidental materials and workmanship. The bid price shall also include the valve vault. Service line shall be paid for separately.
- 109.5.9 Service Connections – Measurement will be per each type connection made including all miscellaneous materials and associated work. Payment shall be the bid price per each for the appropriate type. Service line shall be paid for separately.
- 109.5.10 Existing Line Abandonment – When specified as a separate item on the Bid Schedule, payment shall be lump sum for all efforts and material to locate the existing line and performing the directed abandonment. Line abandonment shall be identified as being valve closure or remove and splice. Payment is incidental unless a separate pay item is listed.
- 109.5.11 Connection to Existing Water Main – Measurement and payment shall be per each with no regard to size. This work involves connecting the new water main to an existing water main. Separate payment will be made for all related pay items such as pipe, bends, valves, etc. This pay item is separate from a main line wet tap.
- 109.5.12 Blow Off – Measurement and payment shall be per each and shall include the tee or corp stop, valve, pipe, blow off and box.
- 109.5.13 Check Valve – Measurement and payment shall be per each and include installation of the check valve and vault.

- 109.5.14 Concrete Restoration – All concrete sidewalk, curb and gutter disturbed during construction, shall be replaced at the Contractor's expense. Full sections will be replaced. Payment is incidental unless a separate pay item is listed.

END OF WATER DISTRIBUTION SYSTEM

SECTION 111 STREET CONSTRUCTION and REPAIR

111.1 GENERAL

Work covered by this section includes all work associated with construction of a new street and the repair or patching of an existing street.

111.1.1 Referenced Specifications by Abbreviation:

Virginia Department of Transportation - (VDOT)

111.1.2 All materials and workmanship associated with this Section shall be in accordance with VDOT's Road and Bridge Standards and Specifications unless otherwise noted.

111.2 PRODUCTS

111.2.1 Submit shop drawings of all products as by the City.

111.2.2 Provide Certified test results and/or mix designs.

111.2.3 All materials shall meet the specifications of VDOT's Road and Bridge Specifications.

111.3 EXECUTION

111.3.1 All excavation, backfill, base stone, and plant mix for new streets shall be constructed in accordance with VDOT's Road and Bridge Specifications.

111.3.2 The typical street section shall be as shown on the plans.

111.3.3 The street shall be graded to the right-of-way line before beginning cut and fill slopes. Protection and Curing shall be in accordance with VDOT Road and Bridge Specifications.

111.3.4 Street repair/patching shall be in accordance with the Standard Drawing or Plans.

111.3.5 Make a neat saw cut on all sides of a street repair/patch. Square up all patches.

111.3.6 Maintain all street excavations to a smooth transition until final street repair/patch is complete.

111.3.7 A temporary repair/patch of prime and double seal is permitted when plant mix is not available.

111.3.8 The street shall be milled to the finished elevations less the allowance for the final overlay. All manholes, water valve boxes, etc. shall be adjusted to final elevations immediately after milling.

111.4 MEASUREMENT AND PAYMENT

- 111.4.1 Excavation and Fill for new streets shall be in accordance with VDOT Standards.
- 111.4.2 Base Stone for new streets shall be in accordance with VDOT Standards.
- 111.4.3 Bituminous Concrete for new streets shall be in accordance with VDOT Standards.
- 111.4.4 Street Repair/Patch - Measurement shall be for the horizontal area of pavement not exceeding the pay limits. Work is to include all excavation, saw cut, stone base, and bituminous concrete required to complete the repair/patch. Payment shall be the bid price per square yard. There are no separate payments for stone, bituminous concrete or saw cut.

END OF STREET CONSTRUCTION and REPAIR

SECTION 112 EARTHWORK

112.1 GENERAL

Work included in this section includes all work associated with earth moving operations and grading.

112.1.1 Related requirements specified in other sections of the Specifications:

- A. Section 103 - Site Clearing
- B. Section 106 - Seeding
- C. Section 110 - Curb and Gutter, Sidewalk, Misc. Concrete
- D. Section 111 - Street Construction & Repairing/Patching

112.2 EXECUTION

112.2.1 The work includes demolition, clearing and grubbing the site, dewatering, stripping and storing of topsoil, excavation, filling and backfilling, rough and finish grading over the areas indicated, erosion control, distribution of topsoil, and utility earthwork. Any water that accumulates in the excavations shall be promptly removed.

112.2.2 Any existing structures shall be carefully demolished and removed from the site. The demolition work shall be done carefully so as to not disrupt the property owner's operations, and so as to not endanger or harm adjacent property, structures or the public.

112.2.3 The entire area within the limit of work shall be cleared and grubbed and shall be cleaned of all debris. Topsoil shall be stripped from all areas to be graded, paved and built upon to the depth encountered and stored for reuse later in the work. Under the structures, paved, and fill areas, stumps, roots, logs, matted roots and other debris not suitable for foundation purposes shall be removed to a minimum depth of eighteen (18) inches below any subgrade. The resulting hole shall be backfilled with suitable material and compacted as specified hereinafter for backfill. Cleared material shall be completely removed from the site, and disposed of by the Contractor, at his expense. All areas to receive fill shall be stripped of root mat five feet beyond toe of anticipated fills. Topsoil, all vegetation, such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetable matter, rubbish and other debris within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started. In no case will such objectionable material be allowed to remain in or under the fill area. Sloped ground surfaces steeper than one vertical to four horizontals on which fill is to be placed shall be plowed, stepped, benched, or broken up in such manner that fill material will bond with the existing surface,

as directed. Before starting the fill or before placing structures or pavement, the area shall be proof rolled with a rubber tired vehicle, typically a loaded dump truck. Any soft, pumping, or rutting spots that are discovered shall have the soft material excavated and the void filled with suitable material, compacted as hereinafter specified.

- 112.2.4 Topsoil shall be carefully stripped to its full depth from all areas indicated to be graded, or to be built upon. Stripped topsoil shall be stored and protected for reuse later.
- 112.2.5 The Contractor shall store and use explosives in accordance with the Occupational Safety and Health Act and with other Federal, State and Local ordinances and regulations. The Contractor shall hold the City harmless for any injuries and for all damage caused by the explosives and shall satisfactorily correct and pay for all injuries and damage resulting from his use of explosives. Prior to firing blasts, the Contractor shall have a competent man, carrying a red flag, stationed at a reasonable distance from the blast at each avenue of approach to give warning of the blast. Blasting in the vicinity of any existing utilities shall be done carefully and with the knowledge and approval of the owner of the utility. The Contractor shall conduct pre-blasting inspection of nearby facilities and structures, and vibration monitoring during blasting.

112.3 EXCAVATIONS

- 112.3.1 All excavations shall be performed to the grades, slopes, and elevations indicated. All excavated materials which are not considered suitable for fill and any surplus of excavated material which is not required for fill shall be disposed of by the Contractor. Excavations shall extend a sufficient distance away from the walls to permit erection and removal of forms and installation of drains and other permanent work. Excavations shall be carefully made to the depths indicated, with the bottoms level, free of loose material, and free of all loam, organic material and other unsuitable material as hereinafter specified. All excavations shall be approved by the Engineer prior to the placing of any concrete. Sloping rock shall be stepped, as directed. Excavations carried below the required depth, other than that specified for occasional rock outcropping, shall be backfilled with trench stabilization material, except general rock areas where the backfill shall be concrete.
- 112.3.2 The Contractor shall clear and grub all vegetation, debris and any other material encountered within the limits of grading and as required for trenches and ditches indicated to be worked on, but where grading contours are not shown. All material from the demolition, the clearing and grubbing and debris removal shall be disposed of off the site by the Contractor at his expense.

112.3.3 Filling, Backfilling, and Compaction

- A. Suitable material for fill, backfill and subgrade preparation shall be GW, GP, GM, GC, SW, SP, SM, ML, CL, or SC as classified in the Unified Soil Classification System in accordance with ASTM D 2487-69 (R1975). The suitability of material to be used as fill shall be determined by the classification method specified and by the moisture density tests in accordance with ASTM D698. Testing shall be by an independent soils laboratory, at the Contractor's expense, and the results shall be approved by the Engineer prior to the soil's use. Suitable material removed from the excavation shall be used in forming the necessary fill. Material shall be free of debris, roots and organic matter. Frozen material shall not be used as fill or backfill. Any additional material necessary for establishing the indicated grades shall be excavated from the approved borrow sites as shown on the plans by the Contractor and approved by the Engineer as part of this contract. The maximum particle size shall be six inches largest dimension, except in the uppermost lift, where the maximum particle size shall be two inches largest dimension. Fill material shall be placed in successive horizontal layers not to exceed eight (8) inches of loose material, and then thoroughly compacted as hereinafter specified.
- B. Fill or backfill adjacent to the foundation and retaining walls shall be placed in eight (8) inch horizontal layers, each layer being moistened or dried and compacted as hereinafter specified. Special care shall be taken to prevent wedging action as the backfill proceeds.
- C. Embankment slopes shall be constructed by filling one (1) foot beyond the proposed finished slope surface for each lift. Compaction equipment shall work to the edge of each lift. After the entire fill is placed and compacted, the outside foot of the slope shall be trimmed to the design slope with a dozer. No slopes shall be steeper than 3 horizontals to 1 vertical.
- D. Unsuitable materials shall be those materials not meeting the requirements specified hereinbefore for suitable materials.

112.3.4 Compaction and Testing

- A. Compaction shall be performed by hand compaction equipment adjacent to the structures. General area compaction equipment shall be the Contractor's option, subject to the approval of the Engineer. The compaction in grassed areas shall be 90 percent of maximum density obtained in the procedure in ASTM D698. The compaction under pavement areas shall be 98 percent of maximum density in ASTM D698. The materials shall be aerated or moistened, as required to provide a moisture content that falls within 3 percentage points of either side of

optimum, unless otherwise approved by the Engineer. Moisture determinations shall be made. Field density tests and moisture tests shall be performed at the Contractor's expense by an independent soils testing laboratory, approved by the Engineer, on each lift at locations selected by the Engineer to assure that the correct compaction has been performed. If any test fails, additional testing at the Contractor's expense shall be performed to determine the extent of the improperly compacted material. The improperly compacted material shall then be removed, replaced and re-compacted, and the area shall then be retested to insure proper compaction.

112.3.5 Finish Grading

- A. Finish grading shall be done as required to establish the slopes indicated. The grades shall be formed to easy contours sloping toward inlets and ditches. The grading shall eliminate low spots and pockets that do not drain. Ditches shall be excavated to the sections and elevations shown and shall be excavated on smooth slopes to avoid low spots and pockets that do not drain.
- B. The surface of all excavations and fill and all disturbed areas shall be finished to a smooth surface, with the grades sloping away from the buildings. Swales and ditches shall be finished so that effective drainage results. Proper allowance shall be made for topsoil and for pavement thickness. Any settling or washing prior to acceptance of the work shall be repaired at no additional expense to the City. Topsoil and seeding of all disturbed areas shall be performed in accordance with the Section "Seeding."

112.4 MEASUREMENT AND PAYMENT

- 112.4.1 Measurement shall be either lump sum and per cubic yard, whichever is indicated on the Bid Schedule. Unless otherwise indicated all excavation is unclassified except solid rock in utility line ditches.
- 112.4.2 Payment will be made as a percentage of lump sum excavation complete or if bid by the cubic yard, actual quantity excavated.

END OF EARTHWORK

ROCKWAY STREET WATER LINE IMPROVEMENTS

May 26, 2022

CITY OF STAUNTON

Engineering Division
116 W. Beverley Street
P.O. Box 58
Staunton, Virginia 24402

City Engineer: Lyle M. Hartt, P.E.
Phone: 540-332-3804



VICINITY MAP

NOT TO SCALE

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE DRAWINGS, THE ACCOMPANYING PROJECT MANUAL AND THE LATEST EDITION OF THE CITY OF STAUNTON (CITY) INFRASTRUCTURE DESIGN & CONSTRUCTION STANDARDS AVAILABLE AT:

WWW.CI.STAUNTON.VA.US/DEPARTMENTS/ENGINEERING-DIVISION/DESIGN-CONSTRUCTION-STANDARDS.

ADDITIONALLY, THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE VDOT ROAD & BRIDGE STANDARDS, VIRGINIA DEPARTMENT OF HEALTH WATERWORKS REGULATIONS, VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY SEWAGE COLLECTION AND TREATMENT (SCAT) REGULATIONS, AND ANY OTHER APPLICABLE STANDARDS.

2. ALL MATERIAL USED ON THIS PROJECT SHALL BE NEW AND COMPLY WITH THE LATEST REVISION OF THE APPLICABLE AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM), AMERICAN WATERWORKS ASSOCIATION (AWWA), AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) & VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) ROAD & BRIDGE STANDARDS & SPECIFICATIONS UNLESS OTHERWISE NOTED.
3. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS ARE AS THEY WERE KNOWN AT THE TIME THE PLANS WERE PREPARED, HOWEVER, NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED AS A GUARANTEE THAT SUCH UTILITIES ARE IN THE LOCATION INDICATED OR THAT THEY ACTUALLY EXIST, OR THAT SUCH UTILITIES ARE NOT IN THE AREA OF OPERATION. THE CONTRACTOR SHALL MAKE ALL NECESSARY INVESTIGATIONS TO DETERMINE THE EXISTENCE AND LOCATION OF SUCH LINES. THE CONTRACTOR SHALL PAY FOR ANY DAMAGE TO AND FOR MAINTENANCE AND PROTECTION OF EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL HAVE A VALID VA811 TICKET PRIOR TO EXCAVATION, CONTACT VA811 AT LEAST TWO (2) BUSINESS DAYS.

4. UTILITY SERVICES SHALL BE UNINTERRUPTED UNLESS PRIOR APPROVAL IS GIVEN BY THE CITY ENGINEER. THE CONTRACTOR IS REQUIRED TO HANG (CITY PROVIDED) NOTICES ON ALL BUSINESS CUSTOMER DOORS 48 HOURS PRIOR TO UTILITY SHUT-OFFS AND ALL OTHER CUSTOMER DOORS 24 HOURS PRIOR TO UTILITY SHUT-OFFS.

5. CONTRACTOR SHALL RECORD PRE-CONSTRUCTION AND POST-CONSTRUCTION VIDEOS TO DOCUMENT SITE CONDITIONS. SUBMIT ELECTRONIC COPY TO ENGINEERING OFFICE.

6. SITE IS LOCATED IN A RESIDENTIAL AREA. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO MINIMIZE DISTURBANCES TO ADJACENT PROPERTIES, INCLUDING PREVENTION OF DUST/DEBRIS INTRUSION ONTO PROPERTIES.

7. THE CONTRACTOR SHALL MAKE PROVISIONS TO PROVIDE ACCESS TO ALL PROPERTIES DURING CONSTRUCTION AND SHALL MAINTAIN ACCESSIBILITY TO ACTIVE FIRE HYDRANTS AT ALL TIMES. ROCKWAY STREET MAY BE TEMPORARILY CLOSED TO THROUGH TRAFFIC UPON APPROVAL FROM CITY AND USE OF ADAQUATE TRAFFIC CONTROL MEASURES (ACCORDING TO MUTCD). COORDINATE WITH CITY ENGINEER.

8. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK AND SHALL BE INSTALLED PRIOR TO CONSTRUCTION.

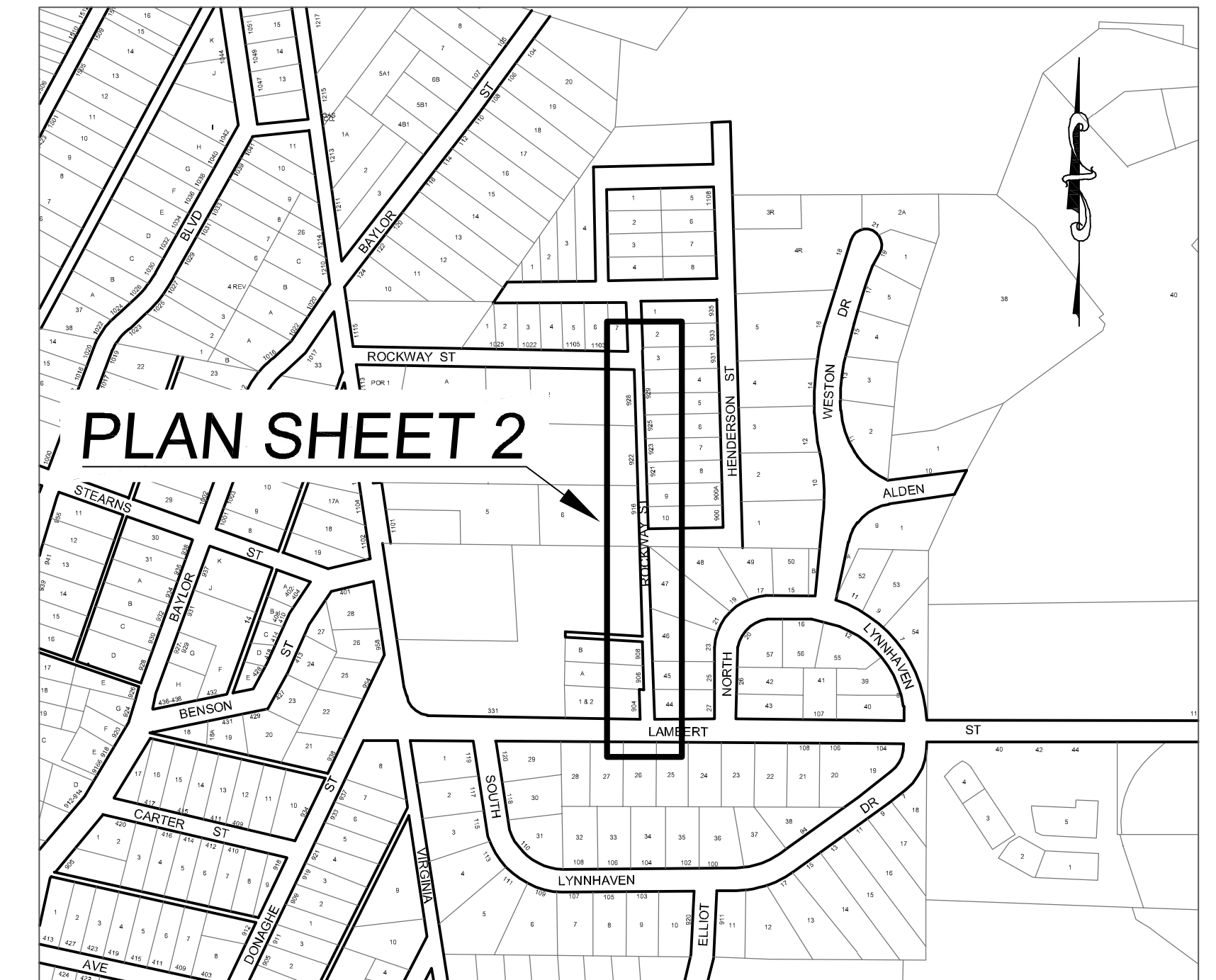
9. MAINTAIN 18" VERTICAL CLEARANCE AT ALL SANITARY SEWER CROSSINGS, AND 12" CLEARANCE AT ALL STORM SEWER CROSSINGS. MAINTAIN 10 FEET HORIZONTAL DISTANCE BETWEEN WATER LINES AND SANITARY SEWER LINES AND MANHOLES.

10. WATERLINE APPURTENANCES SHALL BE LOCATED AWAY FROM DRAINAGE PATTERNS.

11. ALL TOPSOIL, SEEDING & MULCHING OPERATIONS ARE TO FOLLOW IMMEDIATELY BEHIND PIPE LAYING OPERATIONS.
12. FELLED TREES WITHIN THE CONSTRUCTION LIMITS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS OTHERWISE NOTED.

13. ALL PAVEMENT REPAIR IS TO BE KEPT UP WITH LINE INSTALLATION AS DIRECTED BY INSPECTOR.

14. UNREPAIRED ROADWAYS OPENED TO TRAFFIC SHALL HAVE, AT A MINIMUM, COMPACTED AGGREGATE MATERIAL VDOT 21A FLUSH WITH THE ADJACENT ROADWAY SURFACE AND SHALL BE INSPECTED AND REPAIRED ON A DAILY BASIS. COLD PATCH WILL BE REQUIRED FOR AREAS THAT CANNOT BE ADEQUATELY MAINTAINED, UNTIL FINAL PAVING CAN BE COMPLETED.



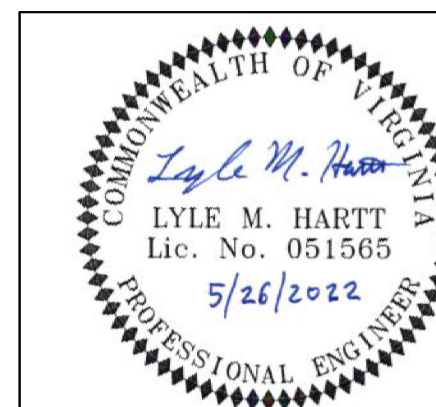
INDEX MAP

SCALE 1":300'

15. WATERLINES SHALL BE IDENTIFIED TO LINE AND GRADES SHOWN ON THE DRAWINGS TO AVOID LOCAL HIGH POINTS AND LOW POINTS EXCEPT WHERE INDICATED.
16. THE MINIMUM COVER FOR THE NEW WATERLINE IS TO BE 36" UNLESS OTHERWISE INDICATED ON THE PLANS.
17. WATER SERVICE CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF STAUNTON DETAILS W-1 "TYPICAL WATER CONNECTION AND METER ASSEMBLY" AND W-8A "TYPE IIA SERVICE CONNECTION."
18. ALL SALVAGE ITEMS REMOVED FROM THE PROJECT SHALL BE DEPOSITED AT THE CITY SALVAGE YARD. COORDINATE WITH CITY ENGINEERING OFFICE.
19. ABANDONMENT OF EXISTING WATER MAIN SHALL INCLUDE PHYSICAL SEPARATION OF THE ABANDONED WATER MAIN FROM THE ACTIVE WATER DISTRIBUTION SYSTEM. CONTRACTOR SHALL CUT INTO EXISTING WATER MAIN AND INSTALL A NEW 45 DEGREE BEND AS SHOWN ON PLANS, EFFECTIVELY DISCONNECTING THE ABANDONED MAIN FROM THE MAIN TO REMAIN ACTIVE. COORDINATE SHUTOFF WITH THE CITY OF STAUNTON, NOTIFYING ENGINEERING DEPARTMENT AND PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO PROPOSED SHUTOFF.
20. CONTRACTOR SHALL REMOVE VALVE BOXES OF ALL VALVES TO BE ABANDONED. CONTRACTOR SHALL REMOVE ANY ABANDONED FIRE HYDRANTS AND DELIVER TO THE CITY'S STORAGE YARD.
21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE A LOCATION(S) FOR EQUIPMENT STAGING AND STORAGE. NOTIFY CITY ENGINEER ONCE LOCATION IS SECURED, PRIOR TO MATERIALS BEING DELIVERED TO THE SITE.
22. ALL NEW WATER MAINS AND APPURTENANCES SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY AND EXISTING WATERLINE EASEMENTS.
23. ALL PROPOSED WATER SERVICE LINES ARE TO BE CROSS LINKED POLYETHYLENE (XLPE) PRESSURE PIPE (MUNICIPLEX OR APPROVED EQUAL) WITH TRACER WIRE.
24. ALL TRAFFIC CONTROL DEVICES MUST BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE VIRGINIA WORK AREA PROTECTION MANUAL.
25. EXISTING LINES ARE NOT TO BE ABANDONED UNTIL ALL SERVICES IN THE PROJECT AREA ARE CONNECTED TO NEW LINES.
26. DRAWINGS FOR THESE PROJECTS ARE BASED ON AVAILABLE RECORDS, SUPPLEMENTED WITH A LIMITED AMOUNT OF FIELD SURVEY.
27. FIELD CHANGES SHALL BE APPROVED BY STAUNTON'S CITY ENGINEER PRIOR TO CONSTRUCTION.
28. CONTRACTOR SHALL CONTINUOUSLY MAINTAIN RECORD DRAWINGS DURING THE PROGRESS OF THE WORK.
29. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED IN ACCORDANCE WITH THE VIRGINIA LITTER CONTROL ACT.
30. OPEN TRENCHES ARE LIMITED TO 100'. ALL TRENCHES SHALL BE BACKFILLED OR PLATED AT THE END OF EACH WORK DAY OR WHEN THE CONTRACTOR IS NOT ON SITE.
31. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED TO PRECLUDE THE PONDING OF WATER.
32. CONTRACTOR SHALL CONTACT THE CITY OF STAUNTON ENGINEERING OFFICE IMMEDIATELY UPON DISCOVERY OF EXISTING WATER AND SANITARY SEWER INFRASTRUCTURE THAT DIFFERS FROM THE PLANS.

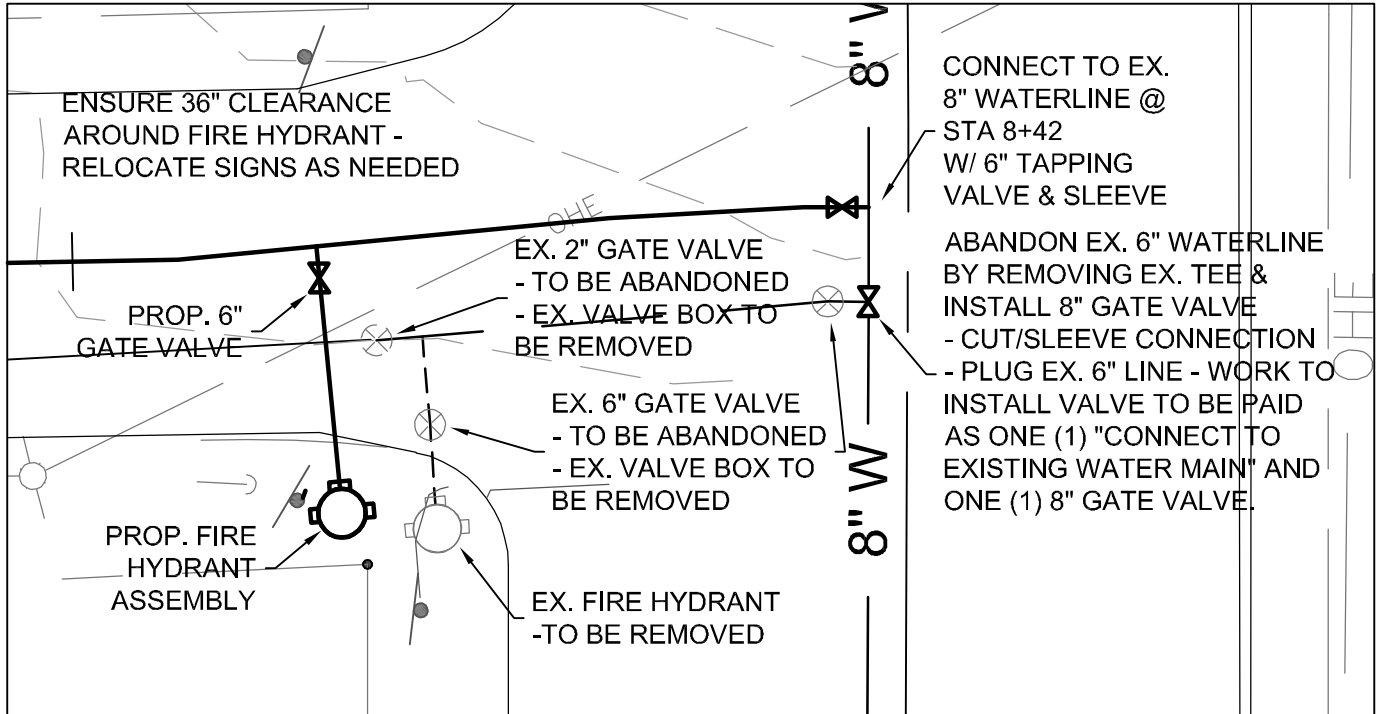
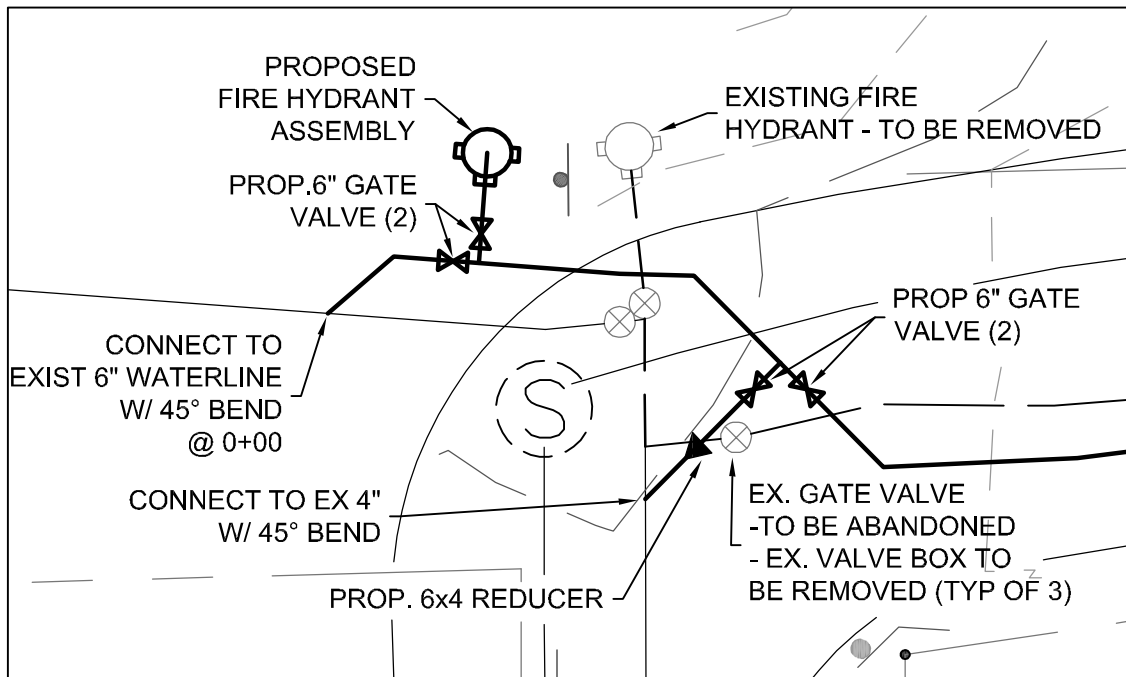
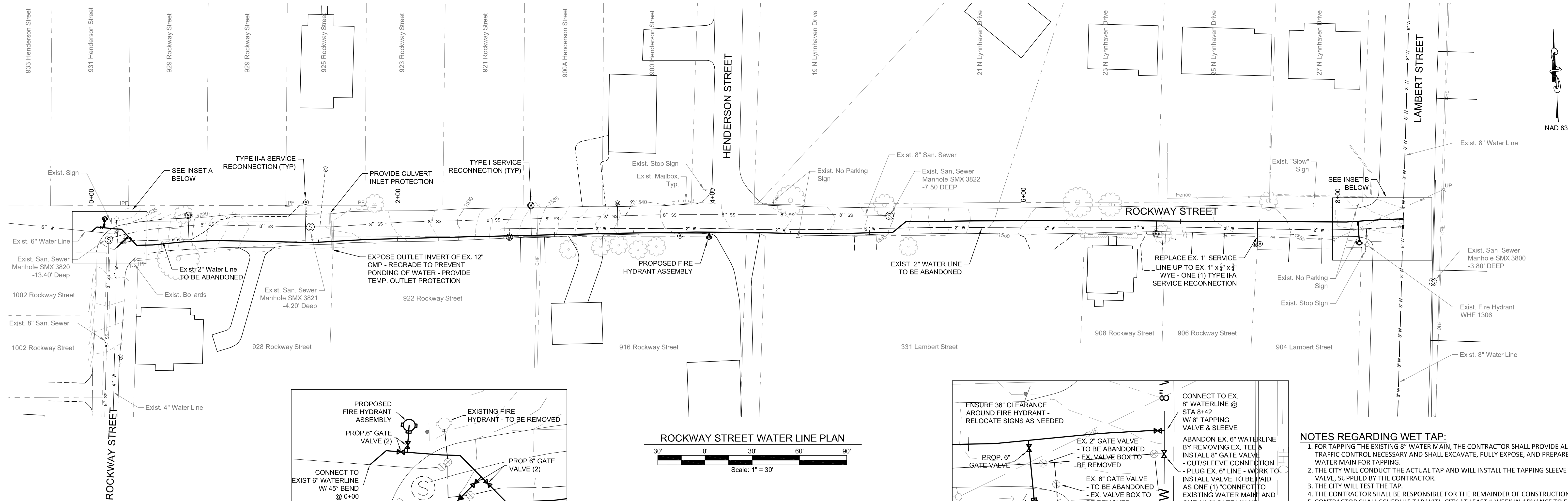
LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	OVERHEAD ELECTRIC		EXISTING WATER LINE
	UTILITY POLE		EXISTING GATE VALVE
	GUY		EXISTING FIRE HYDRANT
	5' CONTOUR		EXISTING WATER METER
	1' CONTOUR		EXISTING REDUCER
	PROPERTY LINE		EXISTING 8" SANITARY SEWER PIPE
	TREE/BRUSH LINE		EXISTING SANITARY MANHOLE
	TREE		EXISTING STORM PIPE
	SHRUB		EXISTING CLEANOUT
	WOOD FENCE		PROPOSED WATER LINE
	MAILBOX		PROPOSED GATE VALVE
	EXISTING EDGE OF PAVEMENT		PROPOSED FIRE HYDRANT
	EXISTING GRAVEL		PROPOSED REDUCER
	EXISTING BUILDING		PROPOSED WATER METER
			TYPE I SERVICE RECONNECTION
			TYPE II-A SERVICE RECONNECTION

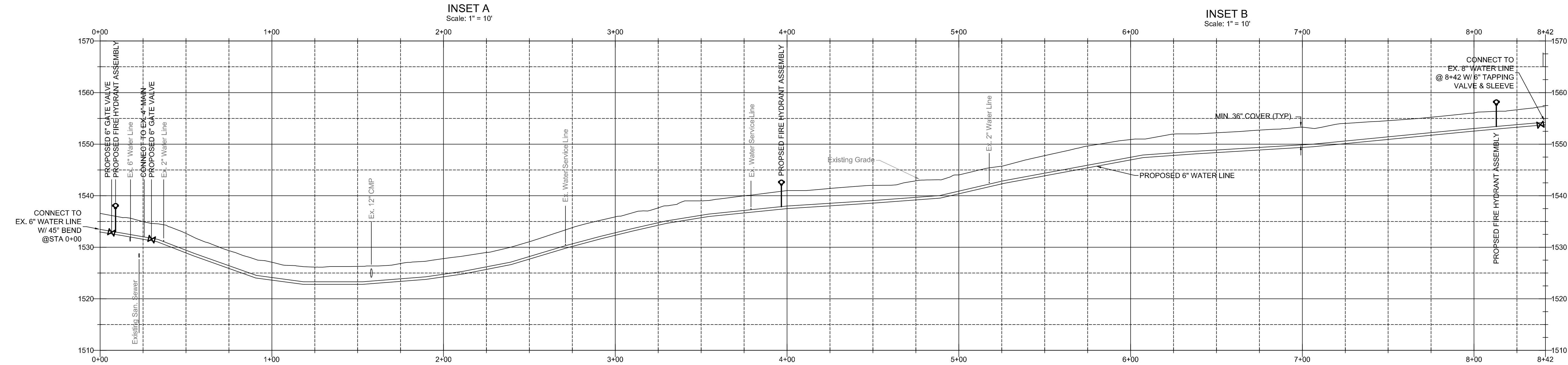


SHEET INDEX

SHEET 1	TITLE SHEET
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SHEET 3	STANDARD DETAILS

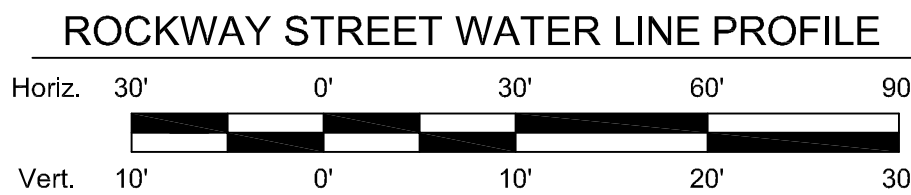


- NOTES REGARDING WET TAP:**
1. FOR TAPPING THE EXISTING 8" WATER MAIN, THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL NECESSARY AND SHALL EXCAVATE, FULLY EXPOSE, AND PREPARE THE WATER MAIN FOR TAPPING.
 2. THE CITY WILL CONDUCT THE ACTUAL TAP AND WILL INSTALL THE TAPPING SLEEVE AND VALVE, SUPPLIED BY THE CONTRACTOR.
 3. THE CITY WILL TEST THE TAP.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMAINDER OF CONSTRUCTION.
 5. CONTRACTOR SHALL SCHEDULE TAP WITH CITY AT LEAST 1 WEEK IN ADVANCE TO ENSURE AVAILABILITY OF CREW.



WATER LINE CONSTRUCTION SEQUENCE

- 1) CONDUCT WET TAP AT LAMBERT STREET.
- 2) INSTALL WATER LINE AND APPURTENANCES ALONG ROCKWAY STREET, INCLUDING VALVES AND FIRE HYDRANT AT CORNER (NEAR STA 0+10).
- 3) CONDUCT PRESSURE TESTING; ONCE PASSED, FLUSH LINE AND CONDUCT BACTERIOLOGICAL TESTING.
- 4) AFTER ALL TESTS HAVE PASSED, RECONNECT ALL EXISTING SERVICES TO NEW WATER LINE AS INDICATED. SEE LEGEND AND DETAILS FOR CONNECTION TYPE.
- 5) ABANDON EXISTING WATER LINE AT CORNER BY CONNECTING NEW MAIN TO EX. 4" AND 6" LINES.
- 6) AT LAMBERT STREET, ABANDON EX. WATER LINE BY REMOVING EX. TEE AND INSTALLING INLINE 8" GATE VALVE.



CITY OF STAUNTON
Engineering Division
116 W. Beverley St., P.O. Box 58, Staunton, VA 24402
540-332-3858
ROCKWAY STREET WATER LINE IMPROVEMENTS
PLAN & PROFILE
May 26, 2022
SH. 2 OF 3

