

BID DOCUMENTS

ANNUAL PAVING K00118

CITY OF STAUNTON, VIRGINIA

**DEPARTMENT OF PUBLIC WORKS
CITY OF STAUNTON**

November 6, 2018

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Advertisement for Bids
Staunton, Virginia

Sealed bids for the furnishing of all labor, materials, supervision and equipment necessary to complete the **ANNUAL PAVING** will be received by the City of Staunton, Virginia Chad Horvat, Finance Business Manager, in the City Purchasing Agent's Office, Third Floor, City Hall, 116 W. Beverley Street until **2:00 PM, December 4, 2018**, at which time they will be publicly opened and read aloud.

There is no published paving schedule at this time. Work for which bids are to be submitted is based on an estimated 15,000 Ton bituminous concrete pavement overlay and 110,000 SY of pavement milling. A more complete description of the work and full information for contract bidders is given in the Specifications and Contract Documents. Quantities are estimates and may increase or decrease depending on requirements. Quantities will change from year to year.

Specifications and Contract Documents may be examined at the Public Works Department, 1876 Shutterlee Mill Road, Staunton, Virginia 24401-0034, between the hours of 8:30 a.m. and 4:00 p.m., excepting weekends.

The envelopes containing the bids must be sealed, addressed to the City of Staunton, Chad Horvat, Finance Business Manager, 116 W. Beverley Street, Staunton, Virginia 24401, and designated as Bid for the **ANNUAL PAVING – K00118**.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The attention of bidders is invited to Title 2, Chapter 43 of the Code of Virginia. The procedure for withdrawal of bids shall conform to Procedure (A), Section 2.2-4330 of the Code of Virginia.

The City of Staunton does not discriminate against small and minority businesses or faith based organizations.

City of Staunton

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

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 at City Finance Department Conference Room, Third Floor, City Hall, 116 W. Beverley Street, Staunton, Virginia 24401 until 2:00 PM, December 4, 2018

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED.
BIDS MUST BE SEALED AND MARKED AS BID FOR:**

ANNUAL PAVING – K00118

BIDS MUST BE DELIVERED TO:

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

Overnight To:
Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24401
Phone: (540) 332-3819

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. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten and the foregoing certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope continuing the bid must be enclosed in another envelope addressed as specified in the bid form. BIDDER MUST WRITE ON OUTSIDE OF ENVELOPE: “REGISTERED CONTRACTOR, VIRGINIA CERTIFICATE NO.”

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

4. METHOD OF BIDDING

This is a unit price bid for: an indefinite quantity of work to be performed during fiscal years 2019 thru 2023 (refer to Special Conditions).

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(See Bid Schedule)

5. QUALIFICATIONS OF BIDDER

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.

6. BID SECURITY

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

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

Bidder must agree to commence work on or before a date to be specified on a written “Notice to Proceed” of the Owner and to **fully complete the paving as directed by individual Purchase Orders.** Working days refer to Monday through Fridays, except weekends and holidays. However, if there is a definite need to work on weekends and holidays, it will be upon a mutual agreement between the Contractor and the Owner. Work done on weekends and holidays will be counted within the allotted time of completion mentioned above for the project. Bidder must agree also to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

9. CONDITIONS OF WORK

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 needs as will not cause any interruption of or interference with the work of any other contractor.

10. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Attention: Steve Yancey, via email yanceysc@ci.staunton.va.us, request must be received by November 15, 2018 by 5:00pm. Any and all such interpretations and any supplemental instructions will be issued, and posted at <https://www.ci.staunton.va.us/departments/finance/procurement> not later than November 16, 2018 by 5pm. 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 document.

11. SECURITY FOR FAITHFUL PERFORMANCE

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. Both payment bond and performance bond shall be in the amount of 100% of the contract price.

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

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. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:

- a) Inspection and testing of materials
- b) Insurance requirements

14. LAWS AND REGULATIONS

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.

15. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

- 15.1 The contract will be awarded on the basis of the sum of the Base Bid and the accepted Alternates.
- 15.2 The award will be made to the lowest responsible bidder whose bid conforms to the invitation and whose qualifications indicate the award will be most advantageous to the City.
- 15.3 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 15.4 The City will notify all bidders of the award and return bid sureties to all but the successful bidder.
- 15.5 After notice from the City, the successful bidder has ten (10) 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.

16. OBLIGATION TO BIDDER

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).

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.

Under Section 2.2-4330, Procedure A 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.

SCC Requirement: 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.

17. ADJUSTMENT OF CONTRACT

The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in contract 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. CONTRACT RENEWALS/EXTENSIONS

The contract shall be from date of award through December 15, 2019. The City reserves the right to renew this contract for up to four (4) additional one (1) year renewals, through December 15, 2023. The contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation.

19. PRE-BID MEETING

No Pre-Bid meeting has been scheduled.

BID

ANNUAL PAVING – G00413

TO: City of Staunton

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, charter 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 undersigned further proposes to perform the work at the prices set opposite each item, it being understood that the quantities given are estimates only and payment will be made on the basis of actual quantities as developed during the construction.

BID SCHEDULE
ESTIMATED ANNUAL PAVING

BID NO.	ITEM	UNITS	ESTIMATED ANNUAL QUANTITY*	UNIT PRICE*	TOTAL PRICE
*1.	SM-9.5A Asphalt Concrete, VDOT approved mix	TON	3,000		
*2.	SM 12.5 Asphalt Concrete, VDOT approved mix	TON	15,000		
3.	Asphalt Concrete Milling per 1" Depth	SY	110,000		
4.	Aggregate Base (21A) (Shoulder Reconstruction)	TON	200		
5.	Mobilization (Purchase Orders under \$15,000)	EA	1		
6.	Mobilization (Purchase Orders over \$15,000)	EA	1		
*7.	SM-9.5A Asphalt Concrete Pavement (Pavement Profiling) VDOT approved mix	TON	100		
*8.	BM-25.0 Asphalt Concrete Pavement (Pavement Profiling) VDOT approved mix	TON	100		
	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.

***PRICE ADJUSTMENT ITEMS – REFER TO SPECIAL CONDITIONS.**

The undersigned agrees to complete the work enumerated herein **in accordance with Paragraph 8 of Information for Bidders**. Working days refer to Mondays through Fridays excepting weekends and holidays. However, if there is a definite need to work on weekends and holidays, it will be upon a mutual agreement between the Contractor and the Owner. Work done on weekends and holidays will be counted within the allotted time of completion mentioned above for the project. 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 the Contract Documents. 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 ten (10) days, Sundays and 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 _____

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 By: _____
Printed Name: _____
Title: _____

Registered Virginia Contract Number Address: _____

Contractor's IRS Number Telephone: _____

Contractor's SCC Number Dates this ____ day of _____, 20____

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.

Principal (L.S.)

Surety

By: _____

Seal

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20 18,

by and between _____ CITY of Staunton, Virginia _____, herein called "CITY"
(Corporate Name of CITY)

acting herein through its _____ CITY Manager _____ and _____
(Title of Authorized Officials) (Name of CONTRACTOR)

of _____, County of _____, State of _____
herein called "CONTRACTOR."

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

ANNUAL PAVING

hereinafter 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 AGREEMENT between CITY and CONTRACTOR, consist of the following:

1. This Agreement
2. Information for Bidders
3. Bid
4. Performance and Payment Bonds
5. General Conditions
6. Special Conditions

Said documents are those prepared by the CITY Public Works Department or their assigned representative for the specific PROJECT.

The CITY agrees to make payment to the CONTRACTOR in accordance with the General Conditions and for the price specified in the bid for work completed.

Time is of the essence and the CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project **in accordance with Paragraph 8 of the Information for bidders.** Working days refer to Monday thru Fridays, excepting weekends and holidays. However, if there is a definite need to work on weekends and/or holidays, it will be upon a mutual agreement between the CONTRACTOR and the CITY.

Work done on weekends and holidays will be counted within the allotted time of completion mentioned above for the project. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 8, Information for Bidders.

CONTRACTOR shall indemnify, defend and hold harmless the City, its members of Council, 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 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. The provisions of this section of the Contract shall survive the completion, termination or expiration of the Contract.

The CITY 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 Supplement General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

Department Director's Initials

CITY Manager or Authorized Representative

Director of Finance Initials

Approved as to Legality and Form:

CITY Attorney

(SEAL)

CONTRACTOR

Secretary

By: _____

Witness

Title

Address

NOTE: Secretary of the CITY should attest. If CONTRACTOR is a corporation, Secretary should attest.

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 Owner for:

Staunton, Virginia
(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:

(Insert full name or legal title and address)

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:

_____(SEAL)
PRINCIPAL

WITNESS

BY TITLE

SURETY

WITNESS

BY TITLE

Surety: (Attach power of attorney)

CONTRACTOR'S PERFORMANCE BOND
Project: _____

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 full name or legal title and address of Owner)

as Oblige for the use and benefit of claimants as herein below defined in the amount of: _____
_____ (\$_____).
(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 Owner for:

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by: _____

(Insert full name or legal title and address)

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 the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonable 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:

- a. 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 the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- b. 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.
- c. 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:

_____(SEAL)
PRINCIPAL

WITNESS

BY TITLE

_____(SEAL)
SURETY

WITNESS

BY TITLE

Surety:
(Attach power of attorney)

CONTRACTOR'S LABOR AND MATERIAL
PAYMENT BOND
Project_____

GENERAL CONDITIONS CITY OF STAUNTON, VIRGINIA

Article 1: Intent

- 1.1 The Contract Documents comprise the entire agreement 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.

Article 2: Insurance

- 2.1 The Contractor shall not commence Work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.
 - a) The Contractor shall procure and maintain during the life of this contract Worker's Compensation Insurance as required by applicable Virginia law for all of his employees to be engaged in Work at the site of the Project under this contract and, in case of any such Work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's

Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's Liability Insurance for the protection of such of his employees as are not otherwise protected.

- b) Contractor's General Liability and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the contract Contractor's General Liability Insurance and Vehicle Liability Insurance in the amounts specified in Section 2.3 below.
 - c) Subcontractor's General Liability and Vehicle Liability Insurance: The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's General Liability and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof or (2) insure the activities in his policy, specified in subparagraph (b) hereof.
 - d) Fire, Extended Coverage, Vandalism, and Malicious Mischief (Completed Value Builder's Risk) Insurance: The Contractor shall purchase "All Risk" type Builder's Risk Insurance. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, water, flood, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, and the Subcontractors, as their interest may appear.
 - e) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.
 - f) Proof of Carriage of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies.
- 2.2 Special Hazards – The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:
- 1) OWNER'S PROTECTIVE LIABILITY INSURANCE
 - 2) CONTRACTOR'S COMPLETED OPERATIONS

All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent.

- 2.3 GENERAL LIABILITY, VEHICLE LIABILITY, AND WORKER'S COMPENSATION INSURANCE: The Contractor's General Liability Insurance, Vehicle Liability Insurance, and Worker's Compensation Insurance shall not be less than \$2,000,000, \$1,000,000, and \$500,000 respectively. BUILDERS RISK shall not be less than the contract amount.

The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's General Liability and Vehicle Liability Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his Subcontractors in his own policy.

Article 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. A person certified in intermediate work zone safety shall be on site at all times. 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 over night 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.

Article 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 Supplementary 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: (i) reviewing and checking all such information and data, (ii) locating all Underground Utilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) 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".

Article 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.

Article 6: Shop Drawing, Material Data Sheets

- 6.1 Contractor shall submit Shop Drawings to City 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:
- 6.5 "Or-Equal": If in City'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 City as an "or-equal" item, in which case review and approval of the proposed item may, in City's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
- 6.6 *Substitute Items*: If in City'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 City 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 City 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 City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

Article 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.
- 7.3 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.
- 7.7 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 Agreement.

- 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 testing service, approved by the City, to perform all testing required by the Contract Documents. Written reports shall be provided to the City.
- 7.13 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 (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations and such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that such provisions will be binding upon each Subcontractor or vendor.
- 7.16 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.

Article 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.

Article 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.

Article 10: Changes in Work

- 10.1 Without invalidating the Agreement 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 City.

Article 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.

Article 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 (I) delays caused by or within the control of Contractor, or (ii) 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.

Article 13: Indemnification

- 13.1 The Contractor agrees indemnify, defend and hold harmless the City, its members of Council, 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 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.

Article 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.

Article 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.
- a) 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
 - b) Notify the City and Subcontractor, in writing, of his intention to withhold all or a 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 and that the Maintenance Bond has been posted. 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.

Article 16: Discrimination

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

(a) 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.

(b) 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.

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

The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

**ANNUAL PAVING
SPECIAL CONDITIONS**

1. The intent of these Contract Documents is to obtain unit prices for all work items associated with asphalt concrete pavement for the period from contract award through December 15, 2019. The primary scope of work is pavement milling and overlay with the intent to also be able to do miscellaneous pavement structure reconstruction.
2. Quantities on the Bid Schedule are estimates only for the purpose of obtaining bid prices. Quantities will vary and some bid items may not be used.
3. This agreement shall remain in effect from the date of award through December 15, 2019, and may be renewed for up to four (4) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases may be negotiated only at the time of renewal.
4. **LIQUID ASPHALT PRICE ADJUSTMENT:** Due to the fluctuation in liquid asphalt prices this contract will be administered and based on the Virginia Department of Transportation (VDOT) Price adjustment index for type PG-64-22 asphalt cement. This index is published monthly on the VDOT web site under Asphalt and Fuel adjustment indices. The base index for this contract will be the posted asphalt index for the month in which the project is bid. Subsequently this base index will govern the adjustment increase or decrease of the life of the contract. It will be adjusted each month that work is performed. The following percentages of liquid asphalt used in each mix will be applied to calculate the adjustment:

 Surface mixes 6%
 Intermediate and base mixes 5%
5. **OTHER ITEMS PRICE ADJUSTMENT:** For unit/pay items other than “tons laid in place”, the Contractor may increase unit prices limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPE-W), U.S. City Average, All Services, for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term
6. Separate purchase orders shall be issued incrementally as the scope of work develops.
7. All materials and methods shall conform to the Virginia Department of Transportation Road and Bridge Specifications, latest Edition, or as otherwise specified in this section.
8. Measurement and payment will be only for those items listed in the Bid Schedule. All other associated and required work will be considered incidental to the specific bid item.
9. The contractor and the project superintendent shall attend a preconstruction meeting with the Director of Public Works and the Superintendent of Streets prior to beginning any milling or

paving operations. The contractor shall provide a traffic control plan ten days prior to this meeting for review and approval by the City.

10. Traffic control devices, and certified flagmen (all flagmen must possess the VDOT flagging certification) shall be provided and maintained by the contractor in accordance with all pertinent State and Federal safety guidelines.
11. Flagmen shall be used during milling and paving operations in accordance with the Virginia Work Area Protection Manual (WAPM). Flaggers shall be equipped in accordance with the same VAPM.
12. The contractor shall have a person certified in intermediate work zone safety on the job at all times. All of the work zones set up for both milling and paving operations shall conform to the Virginia Work Area Protection Manual.
13. Limestone aggregate or granite greenstone shall be used in all mixes and the City will specify which aggregate to be used.
14. The contractor shall condition the existing street surface by any combination of milling and profile scratching as directed by the City. The mix design used for profile scratching shall be determined by the City based on the depth of the scratch coat. The pavement overlay shall not be laid down until the City has approved the surface conditioning.
15. The finish surface tolerance shall be $\frac{1}{4}$ ", including tie-ins to street structures, including manhole covers, valve boxes, centerline monuments, and grate drop inlets. This shall be accomplished by any combination of milling, feathering, or installation by the contractor of City supplied paving rings. The contractor shall not be required to make structural adjustment of any structure. Final tolerance compliance is the contractor's responsibility.
16. The contractor shall clean each manhole cover and valve box of asphalt material and remove and replace the lid.
17. The contractor shall sweep all milling debris from the streets and adjacent sidewalks as the work progresses to the satisfaction of the City.
18. The contractor shall take provisions to protect adjacent surfaces from discoloration from tar and be responsible for cleaning any discoloration.
19. The contractor shall replace existing asphalt berms as directed by the City. Method of replacement shall be a paver screed gate. Berms shall be reconstructed /overlaid bituminous with the paving operation. There is no separate payment.
20. Joints shall be cut to provide a smooth transition into existing pavement at the end of each overlay and into all paved driveways and entrances.
21. All longitudinal seams shall be along the centerline or other lane separation.

22. The City will install all permanent lane markings however the contractor may be required to do so at the discretion of the City.
23. The contractor shall coordinate with the City to provide the time and all necessary traffic control for the City to install new/replacement signal detection loops.
24. Paving and milling operations are limited to between the hours of 7:00 a.m. and 7:00 p.m. Operations on arterial streets are limited to between the hours of 9:00 a.m. and 4:00 p.m. however both the paving and milling operations may be performed after the above hours by the request of the City or by the contractors request with approval by the City.
25. All milled streets shall be overlaid within ten calendar days of the milling operation.
26. The contractor shall coordinate with the Department of Public Works and Superintendent of Streets, on the repair of existing potholes and the reworking of existing insufficient surface and base prior to beginning work at a location. The Superintendent of Streets shall have potholes repaired and base reworked by City crews.
27. The contractor shall broom sweep all surfaces with a rotary type broom before applying tack.
28. Tie-in into curb and gutter shall have a tolerance of ¼” and shall be accomplished by pre-overlay milling. Shoulders shall not have a drop off greater than 1.5”. The contractor shall reconstruct shoulders with 21A aggregate within ten calendar days of the paving operation.
29. Mobilization shall be paid for each individual purchase order issued by the City based on the bid price.
30. All asphalt concrete pavement mixes shall be produced in a VDOT certified plant. Tests shall be conducted on all mixes every 500 tons produced. Each test shall meet or exceed VDOT specifications for the mix being produced. All test results are to be provided to the City.
31. The contractor shall have a written drug policy in place and enforced as written.
32. Temporary pavement devices (“TOMS”) shall be used at all locations where existing markings have been removed or covered by new pavement. The markings shall stay in place until the permanent markings are restored.
33. The contractor shall be able to respond to emergency situations within 12 hours of notification by the City.
34. The City reserves the right to request a portion of the material produced from the milling operation to be hauled to the Public Works Facility for storage and use by the City.

PAVING SCHEDULE

There is no published paving schedule at this time. Annual quantities are estimated. General questions regarding expected streets to be paved shall be directed to the Mr. Steve Yancey, Street Superintendent, at 540-332-3892.