

BID PROPOSAL AND CONTRACT DOCUMENTS

BERKELEY PLACE RETAINING WALL REPLACEMENT

BID# A00121



Department of Public Works

JANUARY 28, 2021

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ADVERTISEMENT FOR BIDS

PROJECT: **BERKELEY PLACE RETAINING WALL REPLACEMENT**
 City of Staunton, Virginia
 DATE DUE: March 2, 2021, 2:00 P.M.
 BID # A00121

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 March 2, 2021**, at which time the Bids will be publicly opened and read aloud. **Due to the Covid-19 state of emergency in the Commonwealth of Virginia, the City is following state guidance for conducting Bid Openings. No in-person attendees will be allowed at the Bid Opening.**

The Bid Opening will be hosted by the City via a Zoom Webinar. Actual opening of the bids will be performed in the Finance Department of City Hall with Chad Horvat, City of Staunton’s Finance Business Manager, along with one other person to witness. The Zoom Webinar will begin promptly at 2:00 p.m.

To join the webinar, please enter the following into your web browser:

<https://us02web.zoom.us/j/88551860571?pwd=Wk1RSU4vNFdFMC9pcjRNMTCzNHpLdz09>

Passcode: 933077

Or iPhone one-tap :

US: +13017158592,,88551860571#,,,,*933077# or
 +13126266799,,88551860571#,,,,*933077#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1
 346 248 7799 or +1 669 900 6833

Webinar ID: 885 5186 0571

Passcode: 933077

International numbers available: <https://us02web.zoom.us/j/88551860571?pwd=Wk1RSU4vNFdFMC9pcjRNMTCzNHpLdz09>

A mandatory in-person pre-bid meeting will be held **February 11, 2021 at 10:30 a.m.** at the Gypsy Park Gym located at 116th Regimental Road, Staunton VA 24401.

The following general guidelines are applicable for the use of City facilities during COVID-19 and will be in effect for the Mandatory Pre-Bid Meeting:

- *No one with a fever or symptoms of COVID-19, or known exposure to a COVID-19 case in the prior 14 days, is permitted to enter.*
- *Visitors are expected to maintain physical distancing at all times of at least six feet from others.*

- *Visitors will be expected to comply with Virginia’s Executive Order 63, which requires that all patrons aged 10 and over must wear a face covering that covers their mouth and nose when inside a local government building.*
- *If a contractor is unable to attend the mandatory in-person meeting due to suspected COVID exposure or current illness, arrangements must be made with the City before the meeting.*

Participants are strongly encouraged to review the detailed use guidelines posted on the City website at <https://www.ci.staunton.va.us/departments/parks-recreation>. Guidelines will also be posted at the facility.

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 the historic section of retaining walls and sidewalk located in front of 321 and 325 Berkeley Place in Staunton, Virginia. Replacement has been delineated on the construction drawings, but in general consist of replacement of both the Lower and the Upper Retaining Walls as well as the sidewalk in front of the Lower Wall. 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 90 working days**. Working days refer to Monday through Fridays, excepting weekends and City of Staunton holidays.

If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request. Every request for such interpretation should be emailed to Steve Yancey at yanceysc@ci.staunton.va.us. All questions must be received no later than **February 16, 2021 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 **February 17, 2021 by 5:00 P.M.**

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

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

The envelopes containing the Bids must be sealed, addressed to the **City of Staunton, City Purchasing Agent's Office, Staunton, Virginia 24401**, and marked as Bid for the **BERKELEY PLACE RETAINING WALL REPLACEMENT**.

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	January 28, 2021
Mandatory In-Person Pre-Bid Meeting	February 11, 2021 at 10:30 a.m. at Gypsy Hill Park
Questions Submission Deadline	February 16, 2021 by 1:00 p.m.
Addenda and Questions & Answers Posted	February 17, 2021 by 5:00 p.m.
Bid Submission Deadline	March 2, 2021 by 2:00 p.m.

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: **Berkeley Place Retaining Wall Replacement.**
- 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. Addenda.
- 2.5. Any bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.
- 2.6. Any bid received after the time and date specified shall not be considered.
- 2.7. Bid shall remain subject to acceptance for sixty (60) days.
- 2.8. The following documents fully completed and signed where appropriate are required for a responsive Bid:
 - 2.8.1. Signed Bid Form which includes acknowledgement of Addenda
 - 2.8.2. Bid Bond
 - 2.8.3. State Corporation Commission Registration
 - 2.8.4. Non-Collusion Affidavit
 - 2.8.5. Reference List

3. SUBCONTRACTS

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

4. METHOD OF BIDDING

- 4.1. This is a unit price bid for the **BERKELEY PLACE RETAINING WALL REPLACEMENT**. (See Bid Schedule.)
- 4.2. Although the bid is based upon unit prices, many items are to be priced under lump sum designations. It is the bidder's responsibility to verify the exact scope of work for all items in order to establish the bid price.

5. QUALIFICATIONS OF BIDDER

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

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

6. BID SECURITY

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

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

8. TIME AND COMPLETION AND LIQUIDATED DAMAGES

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

9. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- 9.1. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 9.2. Before submitting a bid, each bidder shall carefully examine and read the Bid Documents, Construction Plans, Project Manual, and all other proposed Contract Documents (including all addenda), and shall visit the site of the work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination and knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.
- 9.3. Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:
 - 9.3.1. Inspection and testing of materials.
 - 9.3.2. 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 Steve Yancey at yanceysc@ci.staunton.va.us or mailed to address in the Advertisement for Bid. All questions must be received no later than **1:00 p.m. on February 16, 2021.**
- 10.3. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at the City of Staunton website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the eVA website <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **February 17, 2021.**
- 10.4. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

11. SECURITY AND FAITHFUL PERFORMANCE

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

12. POWER OF ATTORNEY

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

13. LAWS AND REGULATIONS

- 13.1. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the contract will be deemed to be included in the contract as though herein written out in full.
- 14.2. 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.
- 14.5. 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.

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.
- 16.4. 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

- 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 **mandatory** pre-bid meeting will be held on February 11, 2021 at 10:30 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 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
Berkeley Place Retaining Wall Replacement

BID NO.	ITEM	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
1.	Mobilization @ 10%	1	LS		
2.	Concrete Class A4 Retaining Wall	40	CY		
3.	Reinforcing Steele Retaining Wall	3,000	LBS		
4.	Aggregate Backfill	85	CY		
5	Excavation for Retaining Wall	310	CY		
6.	Temporary Shoring	1	LS		
7.	Decorative Fencing	70	LF		
8.	Manufactured CMU Wall	40	LF		
9.	Precast Concrete Cap for Upper CMU Wall	40	LF		
10.	6" Sewer	25	LF		
11.	8" Sewer	41	LF		
12.	Sewer Manhole	2	EA		
13.	Connection to Manhole	2	EA		
14.	Sewer Cleanout	4	EA		
15.	4" Sewer Lateral	15	LF		
16.	1" Water Service Line	30	LF		
17.	Meter Assembly	2	EA		
18.	Paving (for Utilities)	15	TON		
19.	Utility Abandonment	1	LS		

Abbreviations: EA – Each, LF – Linear Feet, LS – Lump Sum, SF – Square Feet

Subtotal _____

TOTAL BASE BID _____

WORDS

FIGURES

AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES.

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

The undersigned agrees to complete the work enumerated herein **in accordance with Paragraph 8 of Information for 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 Information for 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 ____ 2021

By: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

This document must be completed & returned with bid submission.

END OF BID FORMS & WORKSHEETS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and
 _____ as Surety, are hereby held and firmly
 bound unto _____ as Owner in the penal sum of _____
 _____ for the payment of which, well and truly to be made,
 we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
 assigns.

Signed, this _____ day of _____, 20____

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

NOW THEREFORE,

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

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being
 expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in
 no event, exceed the penal amount of this obligation as herein stated.

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

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

(L.S.)

 Principal

 Surety

By: _____

Seal

This document must be completed & returned with bid submission.

END OF BID BOND

STATE CORPORATION COMMISSION FORM

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

The undersigned Offeror:

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

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

Signature: _____ Date: _____

Name: _____

Print

Title: _____

Name of Firm: _____

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

END OF STATE CORPORATION COMMISSION FORM

NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

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

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____

STATE OF _____, to wit:

I, _____, a Notary Public, do certify that

_____ whose name is signed to the foregoing

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

Given under my hand this _____ day of _____, 20____.

My Commission expired _____.

Notary Public

This document must be completed & returned with bid submission.

END OF NON-COLLUSION AFFIDAVIT

REFERENCE LIST

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

Reference #1

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

Reference #2

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

Reference #3

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

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

Terminated Reference *(if Applicable)*

Reference #1

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

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

Number of Years in Business: _____

Overview of Work History, Experience & Background of Company:

This document must be completed & returned with bid submission.

END OF REFERENCE LIST

CONTRACT

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

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

PROJECT: BERKELEY PLACE RETAINING WALL REPLACEMENT

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. Information for Bidders**
- 3. Bid and Addenda**
- 4. Performance and Payment Bonds**
- 5. General Conditions**
- 6. Procurement Guidelines**
- 7. Mattern & Craig Specifications**
- 8. Mattern & Craig Technical Drawings**

Said documents are those prepared by the City Engineering Department 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.

Public Works Director's Initials

Director of Finance Initials

City Manager or Authorized Representative

Approved as to Legality and Form:

City Attorney

(Seal)

Contractor

By: _____

Secretary

Witness

Title

Address

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

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:

BERKELEY PLACE RETAINING WALL REPLACEMENT
Staunton, Virginia

In accordance with Drawings and Specifications prepared by:

Mattern & Craig
701 First Street, S. W.
Roanoke, VA 24016
for:
City of Staunton Public Works Division
116 W. Beverley Street
Staunton, Virginia 24401

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications and Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

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

SIGNED AND SEALED THIS _____ day of _____, 20____

In the presence of :

_____ WITNESS

_____ WITNESS

Surety:

(Attach power of attorney)

(SEAL)

PRINCIPAL

BY TITLE

SURETY

BY TITLE

CONTRACTOR'S PERFORMANCE BOND

Project: _____

This document must be completed & returned with bid submission.

END OF PERFORMANCE BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

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

as Principal, hereinafter called Contractor, and

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

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

(Insert name and address of Owner)

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

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

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

WHEREAS,

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

**BERKELEY PLACE RETAINING WALL REPLACEMENT
Staunton, Virginia**

In accordance with Drawings and Specifications prepared by:

**Mattern & Craig
701 First Street, S. W.
Roanoke, VA 24016**

for:

**City of Staunton Public Works Division
116 W. Beverley Street
Staunton, Virginia 24401**

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 20____

In the presence of:

_____WITNESS

_____WITNESS

Surety:

(Attach power of attorney)

(SEAL)
PRINCIPAL

BY TITLE

SURETY

BY TITLE

CONTRACTOR’S LABOR AND MATERIAL PAYMENT BOND

Project: _____

This document must be completed & returned with bid submission.

END OF PAYMENT BOND

GENERAL CONDITIONS

1. INTENT

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

2. INSURANCE

- 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.
 - 2.1.1. 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.

- 2.1.2. 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.
- 2.1.3. Subcontractor's General Liability and Vehicle Liability Insurance: The Contractor shall either:
 - 2.1.3.1. 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 (2.1.2) hereof; or
 - 2.1.3.2. insure the activities in his policy, specified in subparagraph (2.1.2) hereof.
- 2.1.4. 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.
- 2.1.5. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (2.1.2) and (2.1.3) 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.
- 2.1.6. 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:
 - 2.2.1. Owner's Protective Liability Insurance
 - 2.2.2. 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 and shall list the City as an additional insured.
- 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, \$500,000, and \$500,000 respectively. BUILDERS RISK shall not be less than the contract amount.
 - 2.3.1. The Contractor shall either:
 - 2.3.1.1. 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

2.3.1.2. insure the activities of his Subcontractors in his own policy.

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. 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

ESCROW ACCOUNT ELECTION FORM

ELECTION OF ESCROW ACCOUNT PROCEDURE FOR RETAINAGE

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

Write “Yes” or “No” on above line

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

Company:

Authorized Signature:

SIGNATURE PAGE TO FOLLOW

ESCROW AGREEMENT

CITY OF STAUNTON, VIRGINIA

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

_____, ("Contractor"),

_____, (Name of Escrow Agent)

_____, (Address of Escrow Agent)

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

I.

The City and the Contractor have entered into a contract dated _____ with respect to City of Staunton ITB No. _____, for _____

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

II.

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

III.

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

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

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

IV.

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

V.

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

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the Commonwealth of Virginia,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Escrow Agent or deposit by the Contractor, a Standard and Poor's or Moody's Investor Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Escrow Agent and its affiliates.
- (6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the bank, and the securities are held by a third party, and segregated from other securities owned by the bank.
- (7) No security is approved hereunder which matures more than five (5) years after the date of its purchase by the Escrow Agent or deposit by the Contractor.

VI.

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

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

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

VII.

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

VIII.

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

IX.

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

X.

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

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

Attest: (if corporation)

Witness: (if individual)

Typed Name of Contractor

President/Vice-President

Partner or Owner (Seal)

Attest:

Typed Name of Escrow Agent

Bank Officer

Vice President

Witness:

Typed Name of Surety Company

By:

Attorney-In-Fact

Attest:

City of Staunton, Virginia

City Clerk

City Manager

Approved as to form:

City Attorney

Approved as to execution:

City Attorney

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF BIDS:

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

2. BID SPECIFICATIONS

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

3. BRAND NAMES

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

4. DELIVERY POINT:

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

5. CASH DISCOUNTS:

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

6. LATEST MODEL/QUALITY

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

7. NOTICE OF AWARD

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

8. CHARGES AND PAYMENTS

- 8.1. To Prime Contractor:

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

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

8.2. Payment to Subcontractors:

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

9. TESTING AND INSPECTION

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

10. ASSIGNMENT OF CONTRACT

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

11. DEFAULT

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

12. TAXES

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

13. INDEMNIFICATION

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

14. LIABILITY AND LITIGATION

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

15. COPYRIGHTS

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

16. AWARDING THE CONTRACT

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

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

17. PUBLIC INSPECTION OF PROCUREMENT RECORDS

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

18. ETHICS IN PUBLIC CONTRACTING

- 18.1. By submitting their bid, all offerors certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

19. FORUM SELECTION

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

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

20. PROMPT PAYMENT ACT

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

21. REJECTION OF BIDS

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

22. COSTS FOR BID PREPARATION

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

23. APPROPRIATIONS

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

24. ADDITIONAL FEDERAL GRANT PROVISIONS

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

25. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

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

26. ANTITRUST

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

27. QUALIFICATIONS OF (BIDDERS/OFFERORS)

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

28. CANCELLATION OF THE CONTRACT

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

29. AVAILABILITY OF FUNDS

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

30. SELECTION PROCESS/AWARD

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

31. SAFETY AND OSHA STANDARDS

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

32. MODIFICATION & WITHDRAWAL OF BID

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

33. CONTRACT TERM

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

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

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

34. COMPENSATION AND RECORD KEEPING

- 34.1. Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. 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 “cost not to exceed” basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

35. PAYMENT

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

36. BID BOND

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

37. PERFORMANCE AND PAYMENT BONDS

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

38. BID ADDENDA

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

39. INSURANCE REQUIREMENTS

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

40. CONTRACT TERMINATION

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

41. DEBARMENT STATUS

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

42. CONTRACTOR UNDERSTANDING

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

43. DRUG-FREE WORKPLACE

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

44. NON-DISCRIMINATION

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

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

45. PERMITS AND LICENSES

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

46. NEGOTIATION WITH SUCCESSFUL BIDDER

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

47. COOPERATIVE PROCUREMENT

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

48. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

49. CERTIFICATION OF INTEREST & RELATIONSHIPS

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

END OF PROCUREMENT GUIDELINES

MATTERN & CRAIG SPECIFICATIONS & TECHNICAL DRAWINGS

Follow This Page

SPECIFICATIONS FOR
BERKELEY PLACE RETAINING WALL REPLACEMENT
CITY OF STAUNTON, VIRGINIA

COMMISSION NO. 4096

December 7, 2020

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

DESIGN COORDINATOR: STEVE A. CAMPBELL

(540) 345-9342

REVISED 03/04/19

SPECIFICATIONS

DIVISION 1 GENERAL REQUIREMENTS

SECTION 1A SPECIAL CONDITIONS

1A-01 GENERAL

- A. These Special Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- B. The specifications have been arranged and sectioned only as a means of reference and shall not be interpreted as being a proper or complete means or method in which to arrange, install or complete the work.
- C. The Contractor shall comply with “Safety and Health Regulations for Construction” as adopted by the Safety Codes Commission of the Commonwealth of Virginia, Occupational Safety and Health Administration (OSHA). The Contractor is required to employ safe practices and comply with all safety standards and laws.

1A-02 LOCATION OF WORK

- A. The site of the work is a historic section of retaining walls, and sidewalk in front of 321 and 325 Berkeley Place.

1A-03 CONTRACT METHOD

- A. Construct the Work under a Lump Sum Contract.

1A-04 LAYING OUT WORK

- A. It is imperative that the Contractor work within the shown rights of way or easements, at all times, unless approved otherwise by the property owner and the Engineer.
- B. The drawings shall not be scaled. The Contractor must verify all dimensions and elevations at the site prior to proceeding with the work. The Contractor shall also verify existing utilities that may be affected by the Work.
- C. The Contractor shall coordinate their work with the Engineer, City officials, and adjacent property owners.

1A-05 TEMPORARY FACILITIES

- A. The Contractor may provide and maintain, at their expense, suitable field office facilities as required for the work at locations approved by the City and Engineer.
- B. The Contractor shall provide and maintain, at their expense, toilet accommodations for their employees at locations approved by the City and Engineer. The sanitary facilities shall comply with all Local and State Sanitary Health Regulations for their installation, use and waste removal.
- C. The Contractor shall provide and pay for all water, electricity, illumination, heat and other utilities required for the proper execution of the work.
- D. The Contractor shall provide and maintain all barricades, fences, and other protective devices required around the project site and storage area in order to protect the Work, their employees and the public.

1A-06 SEQUENCE OF WORK

- A. Repairs to Lower Retaining Wall shall be completed prior to repairs to Upper Retaining Wall.

1A-07 UTILITY COMPANIES

- A. The Contractor shall coordinate with any utility companies whose facilities may be affected by the retaining wall repair and reconstruction work.

1A-08 TESTING: Concrete and Steel for this contract shall comply with the following criteria:

- A. Concrete shall be inspected and tested as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the Owner for final acceptance.
 - 1. Concrete Testing:
 - a) Conduct strength tests of concrete during construction in accordance with the following procedures:
 - 1. Secure composite samples in accordance with ASTM C172 at point of placement. Each sample shall be obtained from a different batch of concrete on a random basis.

2. Mold and cure three specimens from each sample in accordance with ASTM C31. Any deviations from the requirements of this Standard shall be recorded in the test report.
3. Test specimens in accordance with ASTM C39. At least three specimens shall be tested: two at 28 days for acceptance and one at 7 days for information. The acceptance test results shall be the average of the strengths of the two specimens tested at 28 days. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Sufficient test cylinders shall be made and tested at the appropriate ages to determine when operations such as release of falsework or placing the structure in service can occur.
4. Samples for acceptance tests for each mixture or class of concrete shall be taken not less than once a day nor less than once for each 50 cubic yards of concrete or once for each major placement.
5. Any concrete represented by a test which indicates a strength which is less than the specified 28-day compressive strength by more than 500 psi will be rejected and shall be removed and replaced with acceptable concrete. Such rejection shall prevail unless: (1) The Contractor, at their expense, obtains and submits evidence acceptable to the Owner that the strength and quality of the rejected concrete is acceptable. If such evidence consists of cores taken from the work, the cores shall be obtained and tested in accordance with the standard methods of ASTM C 42, or (2) The Owner determines that said concrete is located where it will not create an intolerable detrimental effect on the structure and the Contractor agrees to a reduced payment to compensate the Owner for loss of durability and other benefits.
6. Whenever the average of three consecutive tests, which were made to determine acceptability of concrete, falls to less than 150 psi above the specified strength or any single test falls more than 200 psi below the specified strength, the Contractor shall at their expense, make corrective changes in concrete manufacturing procedures before placing

additional concrete of that class. Such changes must be approved by the Owner prior to use.

B. TESTING AGENCY

1. All inspections and tests shall be performed by an "Independent Testing Agency," selected by the Contractor, and approved in writing by the Owner.
2. The Independent Testing Agency and its representatives are not authorized to revoke, alter, relax, enlarge or release any requirement of the contract documents, nor to approve or accept any portion of the work.
3. The Independent Testing Agency shall report all test results to the Owner, Engineer and the Contractor immediately after they are performed. All test reports shall include the exact location in the work for which the test was conducted.

C. TESTING LABORATORY RESPONSIBILITIES

1. Provide qualified personnel at site after due notice; cooperate with Owner, Engineer and Contractor in performance of services.
2. Perform specified inspection, sampling, and testing of products in accordance with specified standards.
3. Ascertain compliance of materials with requirements of Contract Documents.
4. Promptly (by Fax) notify Owner, Engineer and Contractor of observed irregularities or non-conformance of Work or products.
5. Perform additional inspections and tests required by Owner and Engineer.
6. After each inspection and test, promptly submit one copy each of laboratory report to the Owner, Engineer and Contractor. Include: Date issued, Project title and number, name of inspector, date and time of sampling or inspection, identification of product and Specification section, exact location in the Project, type of inspection or test, date of test, results of tests, and conformance with Contract Documents. When requested by Owner, provide interpretation of test results.

D. CONTRACTOR'S RESPONSIBILITIES

1. Cooperate with laboratory personnel, and provide access to Work, and to manufacturer's facilities, when required.
2. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested and to facilitate tests and inspections.
3. Notify Owner and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
4. Arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

E. All costs associated with Concrete Testing shall be paid for by the Contractor, and shall be included in the lump sum bid.

1A-09

PRE-CONCRETE CONFERENCE:

- A. At least 7 days prior to start of the concrete construction schedule, the Contractor shall conduct a meeting to review the proposed mix designs and to discuss the required methods and procedures to achieve the required concrete quality. The Contractor shall send a pre-concrete conference agenda to all attendees prior to the scheduled date of the conference.
- B. The Contractor shall require responsible representatives of every party who is concerned with the concrete work to attend the conference, including but not limited to the following:

Contractor's Superintendent
Laboratory Responsible for the Concrete Design Mix
Laboratory Responsible for Field Quality Control
Concrete Subcontractor
Ready-Mix Concrete Producer
Fiscal Agent
- C. Minutes of the meeting shall be recorded, typed and printed by the Contractor and distributed by him to all parties concerned within 5 days of the meeting.
- D. The Engineer will be present at the conference. The Contractor shall notify the Engineer at least 7 days prior to the scheduled date of the conference.

1A-10

PROGRESS MEETINGS - CONTRACTORS DUTIES

- A. Schedule and administer Project meetings throughout progress of the Work at a maximum of one month intervals, called meetings, and preinstallation conferences.
- B. Make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within five days to Owner, Engineer, participants, and those affected by decisions made at meetings.
- C. Attendance: Job superintendent, major subcontractors and suppliers; Contractor for other part of the project; Utility representatives; Owner and Engineers appropriate to agenda topics for each meeting.
- D. Suggested Agenda: Review of Work progress since last meeting, status of progress schedule and adjustments thereto, expected progress by next meeting, number of workers on site, delivery schedules, submittals, shop drawing status summary, maintenance of quality standards, pending changes and substitutions, project questions, and other items affecting progress of Work.

1A-11

PROGRESS SCHEDULES

- A. FORMAT
 - 1. Prepare Schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week.
- B. CONTENT
 - 1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
 - 2. Provide sub-schedules to define critical portions of entire Schedule and coordination with other part of the project.
 - 3. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
 - 4. Provide separate schedule of submittal dates for shop drawings, product data, and samples and dates reviewed submittals will be required from Engineer. Show decision dates for selection of finishes.

C. REVISIONS TO SCHEDULES

1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

D. SUBMITTALS

1. Submit initial Schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within 10 days.
2. Submit revised Progress Schedules with each Application for Payment.
3. Submit under transmittal letter.

E. DISTRIBUTION

1. Distribute copies of reviewed schedules to job site file, subcontractors, suppliers, Engineer, Owner, and other concerned entities.
2. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in Schedules.

1A-12

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Present in a clear and thorough manner. Title each drawing with Project and Contract name and number; identify each shop drawing by Specification section and paragraph number; identify each element of drawings by reference to sheet number and detail or schedule of Contract Documents. Shop drawings shall be thoroughly checked and coordinated by the fabricator and Contractor prior to being submitted.

B. CONTRACTOR REVIEW

1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
2. Coordinate submittals with requirements of Work and of Contract Documents.
3. Sign or initial each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Engineer in writing at time of submittal, of any deviations from requirements of Contract Documents.
4. Do not fabricate products or begin work which requires submittals until return of submittal with Engineer acceptance.

C. SUBMITTALS REQUIREMENTS

1. Furnish submittals specified in sections of the specifications, and for all equipment and materials used in the project. Shop drawings shall be required but not limited to the following items: repair materials, joint materials, pavement markings, traffic control plan, anchor bolts and epoxy anchors, concrete mixes, materials, admixtures, structural steel, steel mill reports, paint system, bearing pads, reinforcing steel certification, and field welder certification. Contractor shall establish a numbering system for all submittals. Resubmittals of corrected submittals shall use sequential letter suffixes.
2. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
3. Submit under transmittal letter. Identify Project by title and number. Contract by number. Identify Work and product by Specifications section and Article number. Use established numbering system.

D. RESUBMITTALS

1. Make resubmittals under procedures specified for initial submittals; identify ALL changes made since previous submittal. Use sequential letter suffixes after the submittal number for numbering resubmittals.

2. The ENGINEER, as the OWNER's representative, reserves the right to require the CONTRACTOR to resubmit any shop drawing found not to comply with the contract documents. Any shop drawing requiring more than one resubmittal shall be reviewed by ENGINEER at CONTRACTOR's expense, and will be invoiced monthly directly to the CONTRACTOR by the ENGINEER at the rate of \$100.00 per hour or fraction thereof. The CONTRACTOR shall pay the ENGINEER prior to the next pay request. Approval of the next pay request by the ENGINEER shall be contingent on the receipt of payment for the additional reviews.

E. ENGINEER'S REVIEW

1. Engineer will review shop drawings, product data, and samples and return submittals within ten days of receipt of a complete, Contractor checked submittal.

1A-13

PERMITS

- A. The Contractor is required to obtain and pay for all construction permits for this project as required by the City of Staunton including building and erosion and sediment control permits.

1A-15 TEMPORARY STRUCTURES

- A. Contractor shall maintain temporary shoring, fall protection, etc., for all conditions encountered during construction period.

1A-16 CONTRACTOR'S RELATIONSHIP TO THE OWNER

- A. Independent Contractor - It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the Owner. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor.
- B. Subcontracting – Contractor may subcontract services to be performed hereunder with the prior approval of the Owner which approval shall not be unreasonably withheld. No such approval will be construed as making the Owner a part of, or to, such subcontract, or subjecting the Owner to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such subcontracting the Owner shall deal through the Contractor, and subcontractors will be dealt with as representatives of the Contractor.

1A-17 RESTORATION

- A. The Contractor shall at their own expense, clean up all refuse, rubbish, scrap material and debris caused by their operations, to the end that at all times the site of the work shall not be a source of litter and shall present a neat, orderly and workmanlike appearance.
- B. Developed property such as walks, steps, landscaped areas, existing structures including (but not limited to) the floor or any portion of the structure of the adjacent building, fences and the like, disturbed by the work shall be restored or replaced to their original condition. Ditches shall be restored to their original shape and slope. All disturbed areas not covered by landscaping, pavement or structures and all areas disturbed by the construction activity shall be fertilized, limed, seeded with the type of seed that produces a stand of grass similar to the existing, and mulched. Any washing or erosion of the surface, and any areas that seed does not germinate, and grass grow, prior to acceptance of the work, shall be repaired by the Contractor, at no additional expense to the Owner.
- C. Any property pins or monuments, moved or destroyed by the project work, shall be restored to their correct location by a licensed surveyor.

- D. The Contractor shall be required to provide restoration of each project site, each month before submitting their pay request to the Owner for review and signature. The Engineer will not review and approve pay requests until such restorations are complete. Exceptions will only be made by the Owner.

1A-18

FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean exterior surfaces exposed to view.
- C. Clean site; sweep and pressure wash paved areas and curbs/sidewalks, rake clean other surfaces; clean drainage system.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
- E. Seed and mulch all disturbed areas not covered by structure, walk or pavement.

END OF SECTION

DIVISION 2

SITE WORK

SECTION 2A

TRAFFIC, PROPERTY AND UTILITY MAINTENANCE AND COORDINATION

2A-01

SCOPE OF WORK

- A. The work shall include providing all materials, equipment, labor and services required to regulate and coordinate traffic, to protect and maintain property, to notify the public and nearby homeowners and businesses of work conditions, and to coordinate the work with the Engineer, the City, Local Businesses and Homeowners, and any affected Utility Companies.

2A-02

GENERAL

- A. Unless otherwise stated in the Contract Documents, Special Provisions, or herein, all construction and materials will conform to the Virginia Department of Transportation (VDOT) Road and Bridge Specifications, 2016, and VDOT Road and Bridge Standards, 2013.
- B. The Contractor shall, at their expense, maintain the work site in a clean and orderly appearance at all times. All debris and surplus material collected shall be disposed of off the work site by the Contractor, at their expense.

2A-03

TRAFFIC MAINTENANCE AND COORDINATION

- A. The Contractor will not be required to maintain pedestrian traffic during demolition of the existing structure or Construction of the new structure.
- B. The Contractor shall not close the right-of-way of any street or alley without obtaining the approval of and the required permits from the Local Governing Authorities.
- C. When work conditions dictate that part of a street be closed to traffic, the Contractor shall provide and maintain, at their expense, all signs, barricades, flashing lights, flagmen, and/or other devices necessary to physically close part of a street adjacent to work area. The Contractor shall provide and maintain all traffic control devices and signs required to coordinate and detour traffic around the closed area.
- D. The Contractor shall provide and maintain, at their expense, all signs, barricades, cones, lights etc. required to control and protect vehicular and pedestrian traffic in the vicinity of the work area.
- E. The method of controlling traffic in the work area, and the required traffic control barricades and signs shall be in accordance with the State and

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Federal "Manual on Uniform Traffic Control Devices" and the "VDOT Work Area Protection Manual."

2A-04

PROPERTY MAINTENANCE AND COORDINATION

- A. The Contractor shall notify the City forty-eight (48) hours prior to commencement of work in order to coordinate a means of ingress and egress to the work area and to determine a storage area for materials.
- B. Existing trees, utilities, walls, driveways, poles, right-of-way monuments, mailboxes and the like shall be protected from damage during the work under this contract. Any damage caused to such items shall be repaired or replaced by the Contractor at their expense.

2A-05

UTILITY MAINTENANCE AND COORDINATION

- A. Before the work is started, the Contractor shall notify all companies, corporations, municipalities and individuals who own utilities on the construction site, in the right-of-way or immediately adjacent to the construction area of the work to be performed. The Contractor shall arrange to have the various utilities located and to have them removed or relocated as required, or to determine the method of protection acceptable to the respective owner, if the method of protection is not specified hereinafter. Any cost incurred with removing or relocating utilities shall be borne by the Contractor unless indicated otherwise.
- B. The work shall be coordinated and performed in a manner so that all existing fire hydrants, without exception, shall be accessible at any time during the work.
- C. The contractor shall maintain existing streams, ditches, drainage structures, culverts and flows at all times during the work. The contractor shall pay for all personal injury and property damage which may occur as a result of failing to facilitate drainage.
- D. The Contractor shall repair or replace any existing sanitary sewer, water or storm drain utility damaged or misaligned during or due to the work. All other utilities shall be repaired or replaced by the respective Utility Company(s) at the expense of the Contractor.
- E. The Contractor shall coordinate all work within the vicinity of existing utilities with the respective Utility Company. The work shall be conducted in a manner to avoid service interruption and in accordance with the rules and regulations of the respective Utility Company. Temporary bracing or supports shall be installed as needed to sufficiently support utility lines, etc. during construction. All methods for supporting and maintaining the existing utilities shall be subject to the approval of the

SECTION 2A - 2 of 3

respective Utility Company and the Owner. Any utilities removed as part of the Work, and not indicated to be removed or abandoned, shall be restored using materials and installation equal to the Utility's standards.

- F. The Contractor shall ascertain the exact location of each existing utility that may interfere with the work. The Contractor may obtain field utility locations by calling "Miss Utility" (1-800-552-7001) forty-eight (48) hours prior to working in the vicinity of existing utilities. If the utilities fail to locate, a second call shall be made providing an additional three (3) hour notice.

2A-06

PROTECTION OF PUBLIC AND PROPERTY

- A. The Contractor shall comply with all Local, State and Federal Laws and the Occupational Safety and Health Act in protecting the public, the worksite, and adjacent property from damage. The Contractor shall provide all sheeting, shoring, barricades, warning lights, signs, and fences required for this protection.
- B. Proper safety measures shall be taken to ensure that combustible materials (including, but not limited to structural and architectural components) are protected from cutting, welding, and preheating operations at all times.

END OF SECTION

DIVISION 3

STRUCTURAL WORK

SECTION 3A

STRUCTURE DEMOLITION AND CONSTRUCTION

3A-01

SCOPE OF WORK

- A. The Work shall include providing all equipment, tools, materials, labor, transportation, supplies required to demolish portions of the existing structure retaining walls, install new upper and lower retaining walls, and place new brick sidewalk. The intent of the contract is to provide for the construction and completion in every detail of the Work as described in the plans and specifications.

The lump sum bid is to include, but not be limited to all labor, equipment materials, jacking and/or shoring, mobilization and demobilization required to complete the work shown on the drawings and described within the specifications. The general description of the work required are as follows:

The work shall consist of all repair work related to demolition of the existing damaged portions of the brick sidewalk, lower brick masonry retaining wall, and the upper stone faced concrete masonry unit wall. This shall also include the removal of excess dirt and debris as a result of the wall failure. Temporary shoring shall be installed as shown on the drawings prior to any demolition or material removal work. Alternate shoring methods are permitted if approved by the Engineer. Shop drawing, sequence of construction, and design calculations for the shoring shall be prepared and stamped by a P.E. registered in the Commonwealth of Virginia and submitted to the Engineer for approval. The Contractor shall exercise utmost care to preserve historical materials whenever possible so that they can be reused or utilized to match new materials. Specifically, save all of the original face brick for reuse with the new lower retaining wall. It may be possible to reuse some of the original historical railing. The new concrete or masonry lower retaining wall and footing with a brick façade shall be constructed as shown on the drawings and described in the specifications. The lower retaining wall shall include weep holes spaced at 8'-0" maximum along the length. New railing shall be installed along the top of the lower retaining wall and shall be fabricated to match the historical railing. The railing shall be painted in accordance with VDOT Road and Bridge Specification Section 231, using a Zinc Rich paint system from Sherwin Williams, Richmond, VA or approved equal. The concrete masonry unit upper retaining wall with a stone façade and brick sidewalk will be installed as shown on the drawings and

described within the specifications. The Contractor shall submit a detailed Sequence of Construction for the project to the Engineer for approval prior to construction. The Contractor shall conduct any miscellaneous grading as required or directed by the Owner or Engineer. The Contractor is responsible for coordinating with all Utility owners to ensure that new utilities are installed where directed by the Owner or Engineer, and that the existing utilities are not disturbed, except for where directed by the Owner or Engineer. This work shall also include all equipment, labor, materials, disposal, environmental protection and testing to meet the specifications for all items in shown on the drawings and described within the specifications and the job will be paid for on a lump sum basis.

3A-02

GENERAL

- A. Unless otherwise stated in the contract document, Special Provisions, or on the Plans, all construction and materials will conform to Virginia Department of Transportation Road and Bridge Specifications, 2016, and Road and Bridge Standards, 2013. The Owner shall be designated by the Engineer and Inspector per VDOT specifications.

END OF SECTION

SUPPLEMENTAL SPECIFICATIONS

SECTION 04200

MASONRY

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Masonry construction and materials as shown on the Drawings and specified herein shall meet applicable requirement of ACI 530.1-11/ASCE 6-11 "Specifications for Masonry Structures," except as modified by the supplemental requirements specified in this section. For numbers in parenthesis, refer to ACI 530.1-11/ASCE 6-11 paragraphs.

1.02 RELATED WORK

- A. Specified elsewhere:
 - 1. Division 1 – General Requirements
 - 2. Division 2 – Site Work
 - 3. Division 3 – Structural Work

1.03 REFERENCES

- A. American Concrete Institute (ACI); latest edition:
 - 1. ACI 530.1-11/ASCE 6-11 Specifications for Masonry Structures
- B. American Society for Testing and Materials (ASTM).
- C. American Welding Society (AWS).

1.04 QUALITY ASSURANCE

- A. Comply with all laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over this part of the Work.
- B. Comply with the requirements of ACI 530.1-11/ASCE 6-11 in addition to the supplemental requirements specified herein.
- C. Masonry Materials shall be manufactured from materials each from one industrial source of supply, containing no metallic substance and shall be uniform in appearance and be of consistent dimensions.

- D. (1.7) Accept delivery of material only in an undamaged condition; handle materials in such a manner as to prevent damage and store above ground and under weather-tight cover. Packaged material shall be in original containers with seals unbroken and labels intact until time of use. All damaged or otherwise unsuitable material when so ascertained shall be immediately removed from the job site.
- E. (1.6 D) Before commencing masonry work, erect a sample panel at the job site, where directed by the Engineer. The sample panel may be part of the final construction. Sample panel shall be representative of the color and texture of masonry, bond, reinforcement, jointing and workmanship. Modify panel as required. Masonry work shall not be started until the sample panel has been approved. Leave approved sample panel in place during the erection of the masonry work. Protect approved sample panel against weather and defacement.
- F. Materials and installed work may require testing and retesting as directed by the Engineer at any time during progress of work. Allow free access to material stockpiles and facilities. Tests not specifically indicated to be done at Owner's expense, including retesting of rejected materials and installed work, shall be done at Contractor's expense.
- G. Correct masonry work which does not conform to the specified requirements, including strength, tolerances and finishes. Correct deficient masonry as directed by the Engineer.

1.05 SUBMITTALS

- A. Submittals shall be made in accordance with the provisions of Section 1.5 of ACI 530.1-11/ASCE 6-11.
 - 1. (1.5 B.1) Prior to use, the Contractor shall submit certification that the mortar and/or grout mix design contains the proper proportions of material as required by ASTM C270 for the type of mortar specified. Submit equivalent thickness data for concrete masonry in fire rated walls. Submit design information for masonry lintels. Submit manufacturer's data for insulating fill, cavity wall insulation and flashing.
 - 2. (1.5. B.2) Submittals shall be made as required by paragraphs (a), (b), (c) and (d) of this section.
 - 3. (1.5 B.3) Submittals shall be made as required by paragraphs (a) and (b) of this section.

- B. Submittal shall be thoroughly checked and approved by the fabricator and contractor prior to being submitted for review.
- C. Copies of the contract drawings shall not be marked and submitted as placing drawings.
- D. Resubmissions
 - 1. Indicate all revisions made from the previous submittals.

PART 2 PRODUCTS

2.01 Refer to applicable sections of ACI 530.1-11/ASCE 6-11, except as modified by the supplemental requirements specified in this section. For numbers in parenthesis, refer to ACI 530.1-11/ASCE 6-11 paragraphs.

- A. (2.3 A) Concrete Masonry Units: Precast concrete masonry units, preshrunk with a maximum linear shrinkage of .03 percent when tested in accordance with ASTM C426 and a maximum moisture content of 25 percent at time of delivery.
 - 1. Aggregate: Lightweight, ASTM C331, machine expanded slag.
 - 2. Hollow Units: ASTM C90, Type 1.
 - 3. Solid Units: ASTM C90, same Type and Grade as specified for hollow units.
 - 4. Size: Faces of units shall be nominal 8 in. x 16 in. unless otherwise shown; thickness shall be as shown, or required by code.
 - 5. Concrete brick units shall conform to ASTM C55, Grade N, Type 1 and made with lightweight aggregates. Nominal size shall be 2 1/4 x 3 5/8 x 7 5/8 inches.
 - 6. Pre-faced concrete masonry units shall be "TBD" by Nitterhouse Masonry Products, LLC, Chambersburg, PA or approved equal.
 - a. Facing ingredients must be TBD Compound made with TBD polymers, supplied to approved manufacturers by Nitterhouse Masonry Products, and other ingredients as required to meet or exceed Nitterhouse Masonry product standards and ASTM C744 or approved equal.

- b. Surface Burning Characteristics of Facing: ASTM E84; flame spread less than 25; fuel contribution zero; smoke density less than 50.
- c. Type: Plane face.
- d. Glazed Face Sizes & Joints: Modular 8 x 16, including 1/4" exposed face joints; sizes as shown; long dimensions, horizontal or vertical as shown.
- e. Concrete Block for Glazing: ASTM C90 for hollow load-bearing or for 75% solid; all Grade N (General Use) and Type 1 (Moisture Controlled).
- f. Cleaning Compound: Masonry detergent cleaner such as Spectra-Glaze Grout Cleaner, Vana-Trol, or Deox. Do not use acid.

B. (2.3 B) Brick

- 1. Common brick used for unexposed backup shall meet requirements of ASTM C62, grade MW, standard size, 2 1/4 by 3 5/8 by 8 inches. No damaged brick shall be used.
- 2. Face brick used for exposed exterior surfaces shall meet requirements of ASTM C216, grade SW. Faces and ends, exposed in completed work, shall be uniformly straight, true, and free from defects. It is permissible to reuse existing brick for the face brick on this project.
- 3. Brick shall match size, color and texture of that in existing retaining wall and sidewalk as closely as possible and shall be approved by the Engineer and by the City of Staunton Planning & Zoning Department.
- 4. Face brick shall include full range of natural colors of approved brick.
- 5. Contractor shall erect 3 sample panels from 3 different brick manufacturers. Panels shall be 3'-0" x 4'-0" and shall include specified mortar. Engineer and City of Staunton Planning and Zoning Department will approve the selected panel.

C. (2.1) Mortar: ASTM C270, Exterior wall mortar shall be Type S Natural above and below grade.

- 1. Portland cement: ASTM C150, Type I or II, Gray.

2. Masonry cement: ASTM C91, Natural Color. "Brixment" (Louisville Cement Co.); "Brikset", (Medusa Portland Cement Co.); "Flamingo Masonry Cement" (Riverton Corp.) or approved equal.
 3. Hydrated lime: ASTM C207, Type S, containing no air entrainment.
 4. Aggregate for setting mortar: ASTM C144, natural sand.
 5. No admixtures shall be allowed without approval by the Engineer.
 6. Mortar for exposed brick masonry shall be colored and shall match size, color and texture of that in existing retaining wall as closely as possible and shall be approved by the Engineer.
- D. (2.5) Control Joints: "Dur-O-Wall" regular rapid control joint or Hohmann and Barnard, Inc., "Quadri-Seal" Control joint, sizes as indicated or required. Provide one 1/2" control joint between existing walls and new wall.
- E. (2.4) Masonry wall reinforcement for walls shall be trussed design butt welded steel wire (ASTM A82) reinforcing with deformed or embossed galvanized side rods and galvanized cross rods. Reinforcing shall be "Dur-O-Wall" as manufactured by Dur-O-Wall, Inc.; "Lox-All" as manufactured by Cumberland Corporation; or "Tru-Mesh" as manufactured by Hohmann and Barnard, Inc.
1. Reinforcement shall be approximately 2 inches less in width than nominal wall thickness.
 2. Cavity wall reinforcement shall be trussed design with 3/16 inch deformed side rods and No. 9 cross rods with drip section. Where rigid insulation is specified, provide truss design with adjustable wall ties.
 3. Exterior and solid wall reinforcement shall be trussed design with 3/16 inch deformed side rods and No. 9 cross rods without drip section.
 4. Prefabricated corners and tee sections shall be used to form continuous reinforcement around corners, and for anchoring abutting walls.
 5. Reinforcing steel shall be ASTM A615, Grade 60, deformed.
- F. (2.4 D) Anchors, Ties and Accessories
1. Adjustable Wall Ties

- a. 3/16 in. diameter galvanized steel wire (ASTM A82) 2 piece, flexible triangular, or rectangular, type length as required.
 - b. 14 gage corrugated, galvanized steel strap with 3/16 in. diameter galvanized steel wire (ASTM A82) section, length as required.
- 2. Corrugated Metal Ties: Galvanized steel, minimum 7/8 inch wide, 22 gage and 7 inches long.
- 3. Rigid Anchors: 1/4 inch thick, galvanized steel bars, 1 inch wide, with 3 inch bends at ends, 24 inches long (for bonding intersecting walls).
- G. (2.2) Grout for reinforced and nonreinforced masonry structures shall meet the requirements of ASTM C476.
 - 1. Use fine grout in grout spaces less than 2 inches in least horizontal dimension and coarse grout in grout spaces 2 inches or more in least horizontal dimension unless otherwise note.
 - 2. Fully grout all masonry cells that are reinforced.

PART 3 EXECUTION

- 3.01 Refer to Applicable Sections of ACI 530.1-11/ASCE 6-11, except as modified by the supplemental requirements specified in this section. For numbers in parenthesis, refer to ACI 530.1-11/ASCE 6-11 paragraphs.
 - A. (1.6) Testing services required under Sections 1.6 A, 1.4 B, 1.6 B and 1.6 C shall be performed by an Independent Testing Agency approved by the Owner and paid for by the Contractor. Sample and test in accordance with Table 4 (Level 2 Quality Assurance).
 - B. (3.1) Inspect foundations and report any deviations for tolerances set in requirements of ACI 117 to the Engineer. Cost of these services shall be paid by the Contractor.
 - C. (3.2) Preparation
 - 1. Examine all surfaces to receive the parts of the work specified herein. Verify all dimensions of in-place and subsequent construction. Application or installation of materials constitutes acceptance of the adjacent and underlying construction.
 - D. (1.8 C) Cold weather construction. During cold weather perform masonry work in accordance with the following:

1. Construction materials shall be received, stored, and protected in ways that prevent water from entering the materials. Protect masonry from freezing at least 48 hours after erection.
 2. If climatic conditions warrant, temperatures of construction materials shall be measured - frozen sand and wet masonry units must be thawed. Masonry units below 20°F. must be heated above 20°F. without overheating.
 3. Sufficient mortar ingredients shall be heated to produce mortar temperatures between 40°F. and 120°F. Every effort shall be made to produce consecutive batches of mortar with the same temperatures falling within this range. The mortar temperature after mixing and before use shall be above 40°F. maintainable either by auxiliary heaters under the mortar board or by more frequent mixing of mortar batches. Heated mortar on mortar boards shall not become excessively hot (greater than 120 degrees).
 4. During below-normal temperatures, masonry shall be placed only on sound unfrozen foundations. Masonry shall not be placed on snow or ice-covered surface.
 5. At the end of the day, or during a shut-down, the top surface of all masonry shall be protected to prevent moisture, rain, snow or sleet, from entering the masonry. This protection shall completely cover the top surface and the sides of the masonry if work day temperatures are below 40 °F.
 6. Work Day Temperatures/Construction Requirements/Protection:
 - a. Above 40°F - Use normal masonry procedures.
 - 1) Cover walls with plastic or canvas at end of work day to prevent water entering masonry.
 - b. Below 40°F - Do not install masonry unless conforming to provisions which have been submitted in accordance with paragraph 1.5 B.3a and 1.8 C and have been approved by the Engineer.
- E. (2.6 A.1) Machine mix mortar using measurement methods that can control proportions with an error not in excess of 2 percent. Re-temper mortar to replace water lost by evaporation, but not after mortar has begun to set. Use mortar within one hour after mixing.
- F. (3.3) Erection

1. Provide all masonry construction aligned, plumb and true in required layout, making straight level courses, unless otherwise specifically indicated. Construct masonry to full thickness as shown with masonry units of sizes as noted and specified, using whole units wherever possible. Cut masonry neatly by power-saw to obtain sharp edges without damage, as approved for providing required bond pattern and proper fit at all adjoining items. Build-in items furnished by other trades, and leave accurate openings necessary for subsequent installation of other work, in a manner to maintain required strength and appearance of masonry construction. Fill solidly around conduit passing through masonry with mortar.
2. Repair masonry construction where required due to damaged or defective work and where required to accommodate work of other trades, in an approved manner so that patching is not visually apparent.
3. At completion of work, correct all defective work and point all joints as required.

G. (3.3 B) Placing Mortar and Units

1. Use full bed of unfurrowed mortar under starter course of concrete masonry units, under bearing ends of lintels, and all other solid units. Apply mortar to face and web shells of hollow units supporting solid units. Bed face shells of remaining hollow units in unfurrowed mortar, and make vertical joints solid and full. Joints shall be concave.
2. Distribute face brick color range evenly throughout walls. Brick sills shall be laid on edge, sloped, and projected not less than 1/2 inch beyond face of wall to form a wash and drip. End brick shall be solid.
3. Construct cavity wall so as to have continuous air space of width indicated between facing and masonry backing. Bond both walls together with cavity wall reinforcement with drip section. Keep air space between facing and backing wythes clear of mortar droppings. Provide continuous cavity base flashing and weep holes in mortar joints of exterior facing wythe on 24-inch centers just above bottom of cavity.

H. (3.3 E) Build into masonry, as work progresses, all related items and required openings in locations and to dimensions indicated on drawings. Provide adequate bracing which shall remain in place until work is supported and secured by masonry. Built-in items shall include, but not necessarily be limited to, the following:

1. Control joint accessories. Construct control joints in masonry to permit stress movement and expansion. Install control joints where shown on drawings, or if not shown, install joints to provide panel lengths not exceeding 30 feet in all concrete masonry partition and wall construction. At brick faced walls, joints shall extend into brick.
2. Expansion joint covers.
3. Ducts, pipes, conduits, and the like.

I. (3.8) Cleaning Masonry

1. Clean masonry and adjacent surfaces daily as the work progresses. All exterior and interior exposed masonry shall be clean and uniform in color at completion.
2. Keep pre-faced block clean as follows: With clean, soft, damp rags, wipe off at once all mortar smears, spatters. Do not allow hardening. Final clean down shall be in strict accordance with cleaner manufacturer's instructions, including thorough rinsing. Damp-dry with clean, soft rags. Do not use acid, steel wool or other abrasives.

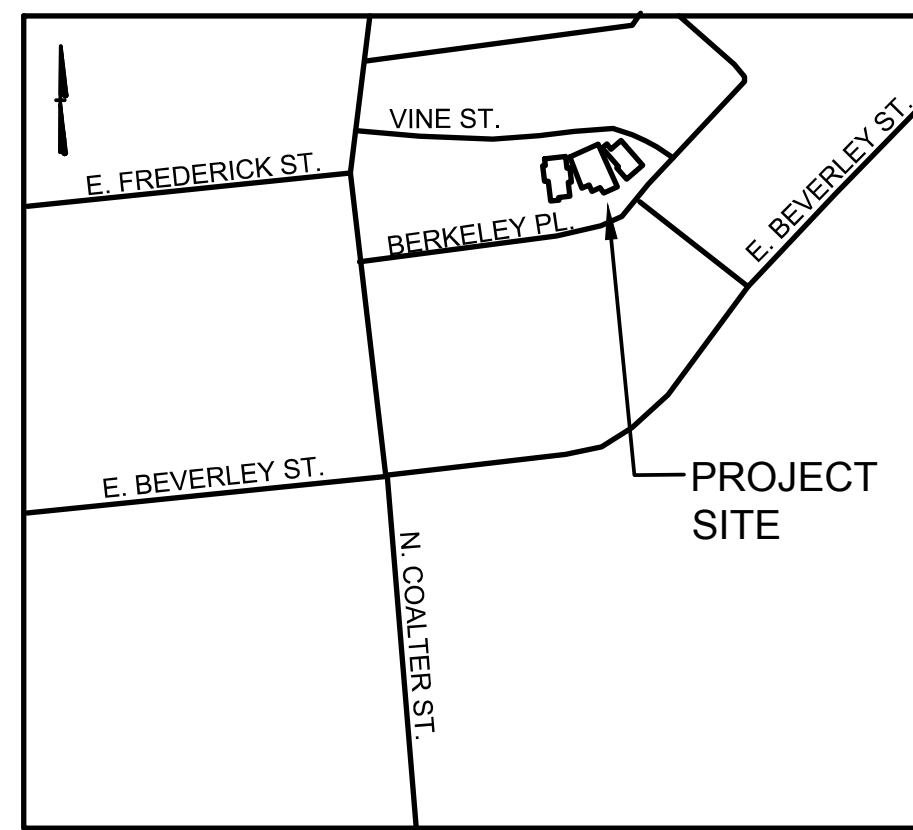
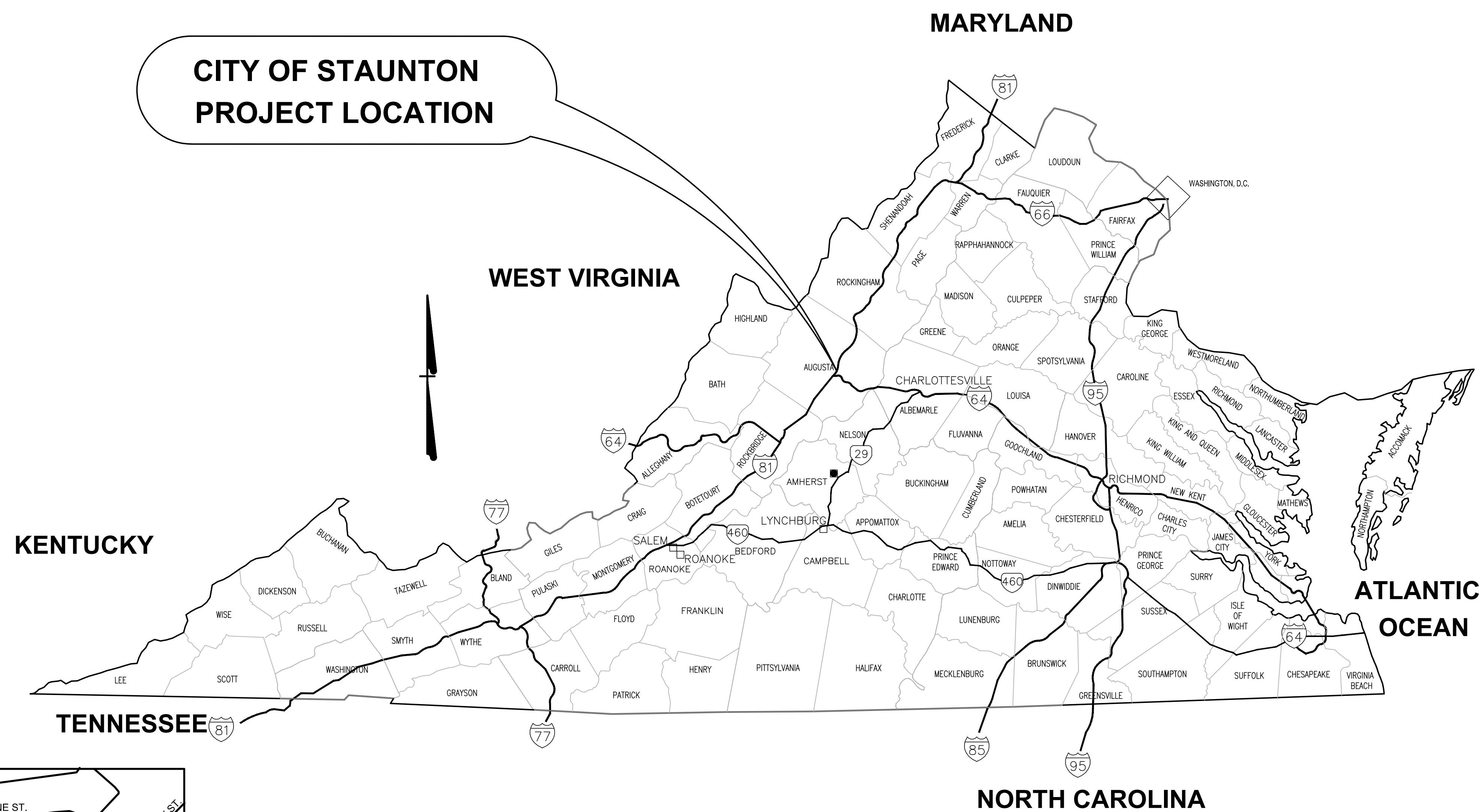
J. (3.4) Reinforcement

1. Reinforce all walls and partitions with specified reinforcement. Reinforcement shall be placed in the first and second bed joints (8 inches center to center), immediately above and below wall openings, and in every second bed joint (16 inches center to center) throughout remainder of the structure and in bed joint of top course. Reinforcement in second bed joint above or below openings shall extend 2 feet beyond jambs. All other reinforcement shall be continuous except that it shall not pass through vertical masonry control or expansion joints. Stop reinforcement 2 inches away from control or expansion joints. Side rods shall be lapped at least 6 inches at splices. Verify correct placements and types of anchors at structural steel.

END OF SECTION

BERKELEY PLACE RETAINING WALL REHABILITATION

STAUNTON, VIRGINIA



LOCATION MAP
NO SCALE

SHEET LIST

- | | |
|-----|--|
| G-1 | COVER SHEET |
| C-1 | EXISTING SURVEY |
| C-2 | SITE PLAN AND WALL PROFILE |
| C-3 | SANITARY SEWER PLAN AND PROFILE |
| C-4 | WATER AND SEWER DETAILS |
| S-1 | STRUCTURAL GENERAL NOTES |
| S-2 | DEMOLITION AND CONSTRUCTION NOTES |
| S-3 | WALL ELEVATION AND STRUCTURAL SECTIONS & DETAILS |

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

Issue Date: 12/18/20		Drawn By: CTM	Designed By: CTM	Checked By: SAC	Date: 12/10/20
Mattern & Craig ENGINEERS/SURVEYORS 701 FIRST STREET, S.W. ROANOKE, VIRGINIA 24016 (540) 345-9342 FAX (540) 345-7891					
BERKELEY PLACE RETAINING WALL REHABILITATION					
COVER SHEET					
CITY OF STAUNTON, VIRGINIA					
Vertical Scale: N/A					
Horizontal Scale: N/A					
Commission Number: 4096					
Sheet No.: G-1					

(S1) Sanitary Sewer Manhole
Top Of Rim = 1455.09'
Inv. In 4" PVC = 1452.06' (Lat. Hse. #326)
Inv. In 8" PVC = 1452.26' (From Alley)
Inv. Out 8" PVC = 1450.86'

(S2) Sanitary Sewer Manhole
Top Of Rim = 1440.51'
Inv. In 8" T.C. = 1437.75' (From S1)
Inv. In 8" PVC = 1437.82' (From S5)
Inv. Out 8" T.C. = 1437.33'

(S3) Sanitary Sewer Manhole
Top Of Rim = 1447.61'
Inv. In 4" Cast = 1445.27' (Unk)
Inv. In 4" T.C. = 1445.17' (Lat. Bsmt. #325)
Inv. In 4" PVC = 1445.06' (Lat. Hse. #321)
Inv. Out 8" PVC = 1444.83'

(S4) Sanitary Sewer Manhole
Top Of Rim = 1432.50'
Inv. In 8" PVC = 1429.65' (From S2)
Inv. In 8" PVC = 1429.60'
Inv. Out 8" PVC = 1428.90'

(S5) Sanitary Sewer Manhole
Top Of Rim = 1450.60'
Inv. In 8" T.C. = 1447.15'
Inv. Out 8" PVC = 1446.51'

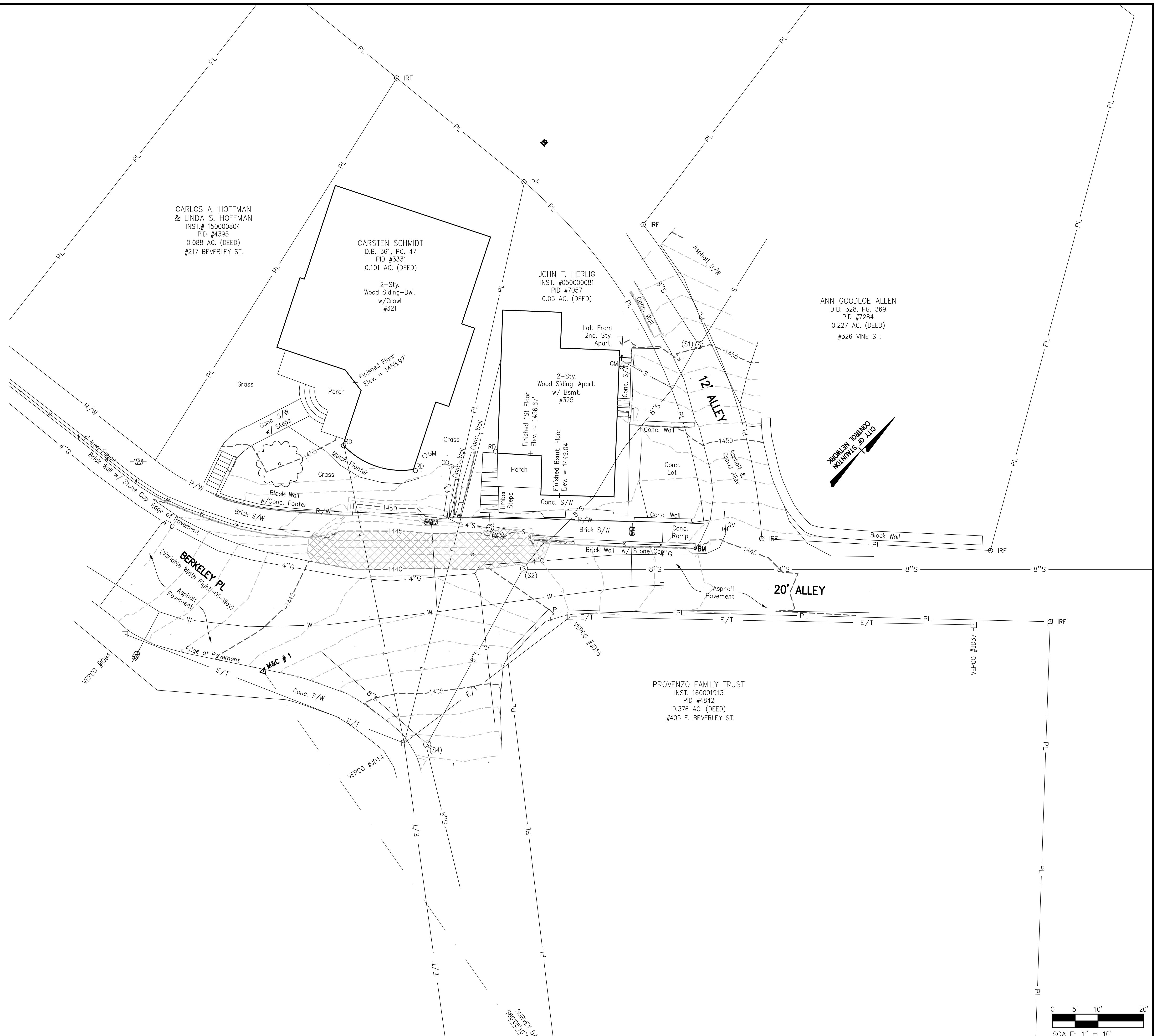
 APPOX. AREA OF DEBRIS
PILE FROM COLLAPSED WALL
(TO BE REMOVED)

M&C #1 N: 6738437.1550 E: 11319735.83500 ELEV: 1438.874
BEARING: S 80° 05' 10" E DIST: 209.89'

M&C #2 N: 6738401.0187 E: 11319942.5911 ELEV: 1409.410

CHISELED SQUARE ON S.E. CORNER OF CONCRETE WALL, LOCATED AT THE
INTERSECTION OF 12' ALLEY AND 20' ALLEY.
ELEV. =1447.41

1. THIS LOCATION SURVEY OF BERKELEY PLACE RETAINING WALL REHABILITATION, CITY OF STAUNTON WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF THOMAS J. MCGILL, L.S., FROM AN ACTUAL GROUND SURVEY MADE UNDER MY DIRECT SUPERVISION; THAT THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON SEPTEMBER 17, 2020; THAT THIS PLAT, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.
2. PROPERTY INFORMATION IS BASED ON DEEDS AND PLATS OF RECORD AND PHYSICAL EVIDENCE FOUND.
3. HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED BY USING CITY OF STAUNTON CONTROL NETWORK MONUMENT "2008-28".
4. CONTOURS AS SHOWN HEREON ARE AT 1-FOOT INTERVALS
5. UNDERGROUND UTILITIES LOCATION BASED ON DESIGNATION BY MISS UTILITY TICKET NUMBERS A026500534.



REVISIONS	Date
FOR REVIEW ONLY NOT FOR CONSTRUCTION	

Issue Date: 12/18/2020	Drawn By: SLD	Checked By: WTA
	Designed By: WTA	Date:

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BERKELEY PLACE RETAINING WALL REHABILITATION
CITY OF STAUNTON, VIRGINIA

EXISTING SURVEY

STAUNTON, VIRGINIA

Vertical Scale:
N/A

Horizontal Scale:
1"= 10'

Commission Number:
4096

Sheet No.:

C-1

(S1) Sanitary Sewer Manhole
Top Of Rim = 1455.09'
Inv. In 4" PVC = 1452.06' (Lot. Hse #326)
Inv. In 8" PVC = 1452.26' (From Alley)
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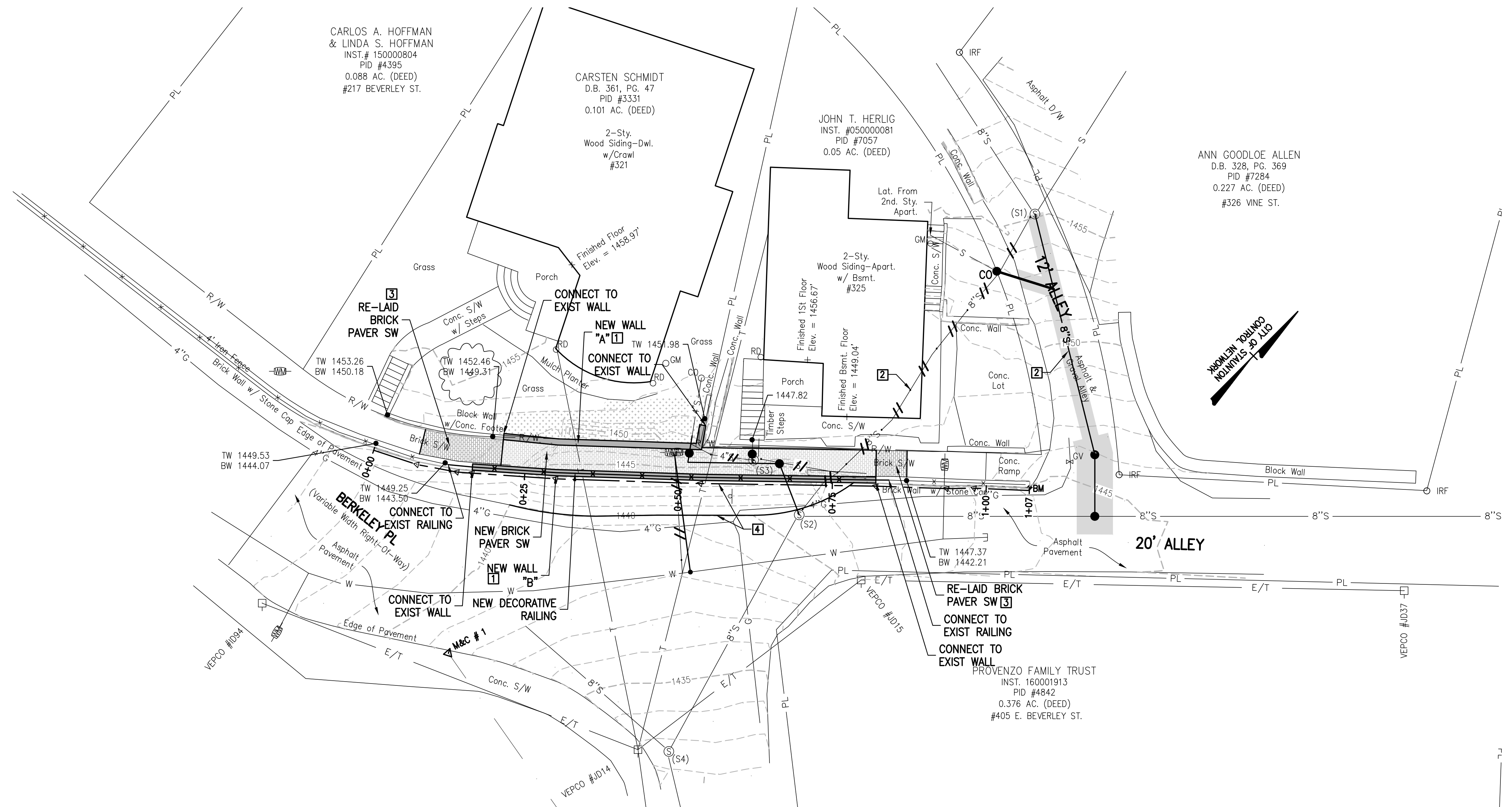
(S2) Sanitary Sewer Manhole
Top Of Rim = 1440.51'
Inv. In 8" T.C. = 1437.75' (From S1)
Inv. In 8" P.C. = 1437.82' (From S5)
Inv. Out 8" T.C. = 1437.33'

(S3) Sanitary Sewer Manhole
Top Of Rim = 1447.61'
Inv. In 4" Cast = 1445.27' (Unk)
Inv. In 4" T.C. = 1445.17' (Lot. Bsmt. #32)
Inv. In 4" PVC = 1445.06' (Lot. Hse. #321)
Inv. Out 8" PVC = 1444.83'

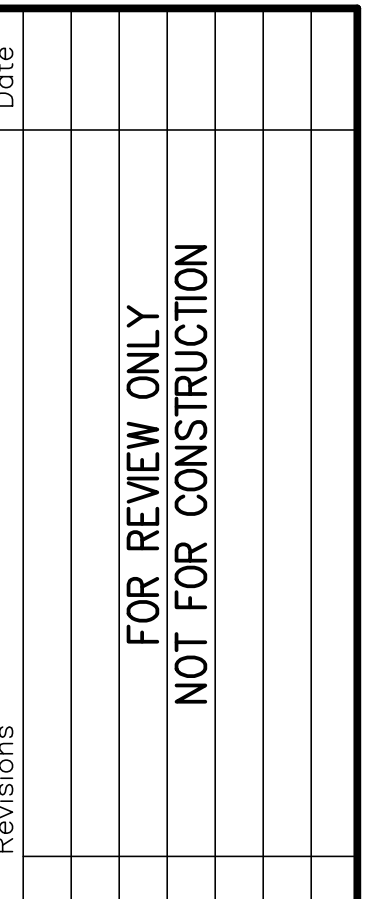
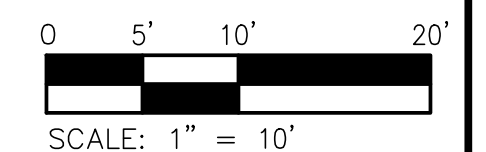
(S4) Sanitary Sewer Manhole
Top Of Rim = 1432.50'
Inv. In 8" PVC = 1429.65' (From S2)
Inv. In 8" PVC = 1429.60'
Inv. Out 8" PVC = 1428.90'

(S5) Sanitary Sewer Manhole
Top Of Rim = 1450.60'
Inv. In 8" T.C. = 1447.15'
Inv. Out 8" PVC = 1446.51'

	SEED/STABILIZE DISTURBED AREA	[6]
	RE-LAID BRICK PAVER SIDEWALK	[3]
	NEW BRICK PAVER SIDEWALK	
	TRENCH EXCAVATION ASPHALT PAVEMENT REPLACEMENT	[2]



- 1] NEW RETAINING WALL "A" AND "B". REFER TO ADDITIONAL INFORMATION AND DETAIL SHOWN ON SHEET S-3 / 'WALL ELEVATION' AND 'RETAINING WALL/SIDEWALK SECTION.'
- 2] REFER TO SHEET C-3 FOR NEW/RELOCATED WATER AND SANITARY SEWER LATERAL/SERVICE LINES AND SEWER MAIN. RESTORE PAVEMENT WITHIN TRENCHED AREA TO MATCH EXISTING PAVEMENT.
- 3] CONTRACTOR TO SALVAGE AS MUCH EXISTING BRICK AS POSSIBLE AND RE-USE TO EXTENT POSSIBLE.
- 4] ESTABLISH NEW EDGE OF PAVEMENT UPON REMOVAL OF DEBRIS. GRADE AREA BETWEEN EDGE OF PAVEMENT AND TOE OF EXISTING/NEW WALL TO UNIFORM/EVENLY SLOPING AREA AND SEED. REFER TO WALL ELEVATION FOR APPROXIMATE GRADE ALONG TOE OF WALL.
- 5] RE-GRADE LAWN AREA ABOVE WALL TO SLOPE UNIFORMLY.
- 6] SEED ALL AREAS DISTURBED BY WORK OF THE PROJECT.



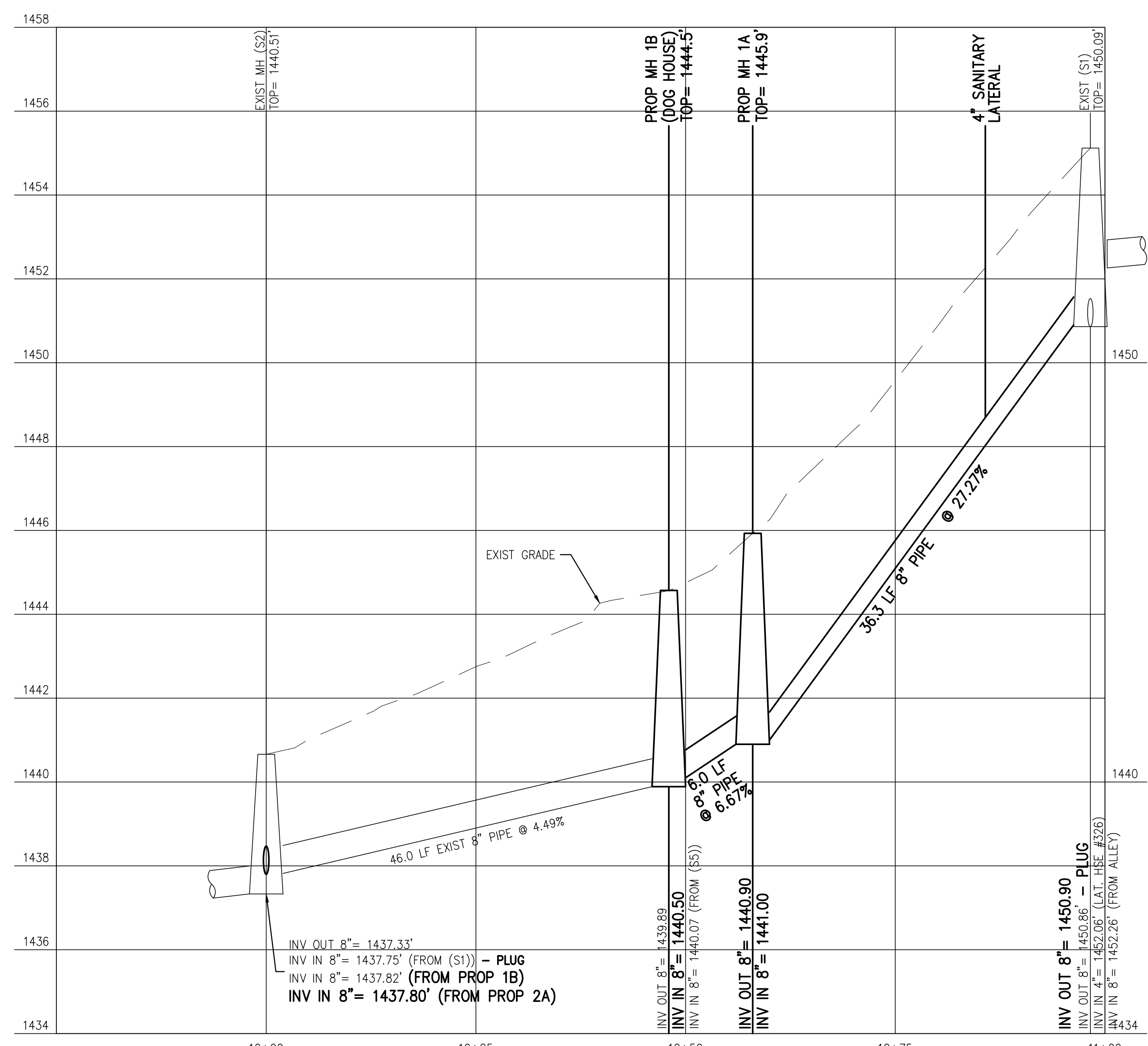
Checked By: WTA
Date:

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STAUNTON, VIRGINIA

Sheet No.:

C-2



(S1) Sanitary Sewer Manhole
Top Of Rim = 1455.09'
Inv. In 4" PVC = 1452.06' (Lat. Hse #326)
Inv. In 8" PVC = 1452.26' (From Alley)
Inv. Out 8" PVC = 1450.86'

(S2) Sanitary Sewer Manhole
Top Of Rim = 1440.51'
Inv. In 8" T.C. = 1437.75' (From S1)
Inv. In 8" PVC = 1437.82' (From S5)
Inv. Out 8" T.C. = 1437.33'

(S3) Sanitary Sewer Manhole
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Inv. In 4" T.C. = 1445.17' (Lat. Bsm't. #325)
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(S4) Sanitary Sewer Manhole
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Inv. In 8" PVC = 1429.60'
Inv. Out 8" PVC = 1428.90'

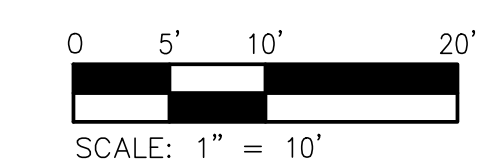
(S5) Sanitary Sewer Manhole
Top Of Rim = 1450.60'
Inv. In 8" T.C. = 1447.15'
Inv. In 8" PVC = 1446.51'

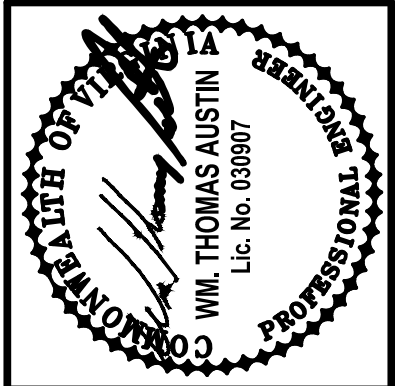
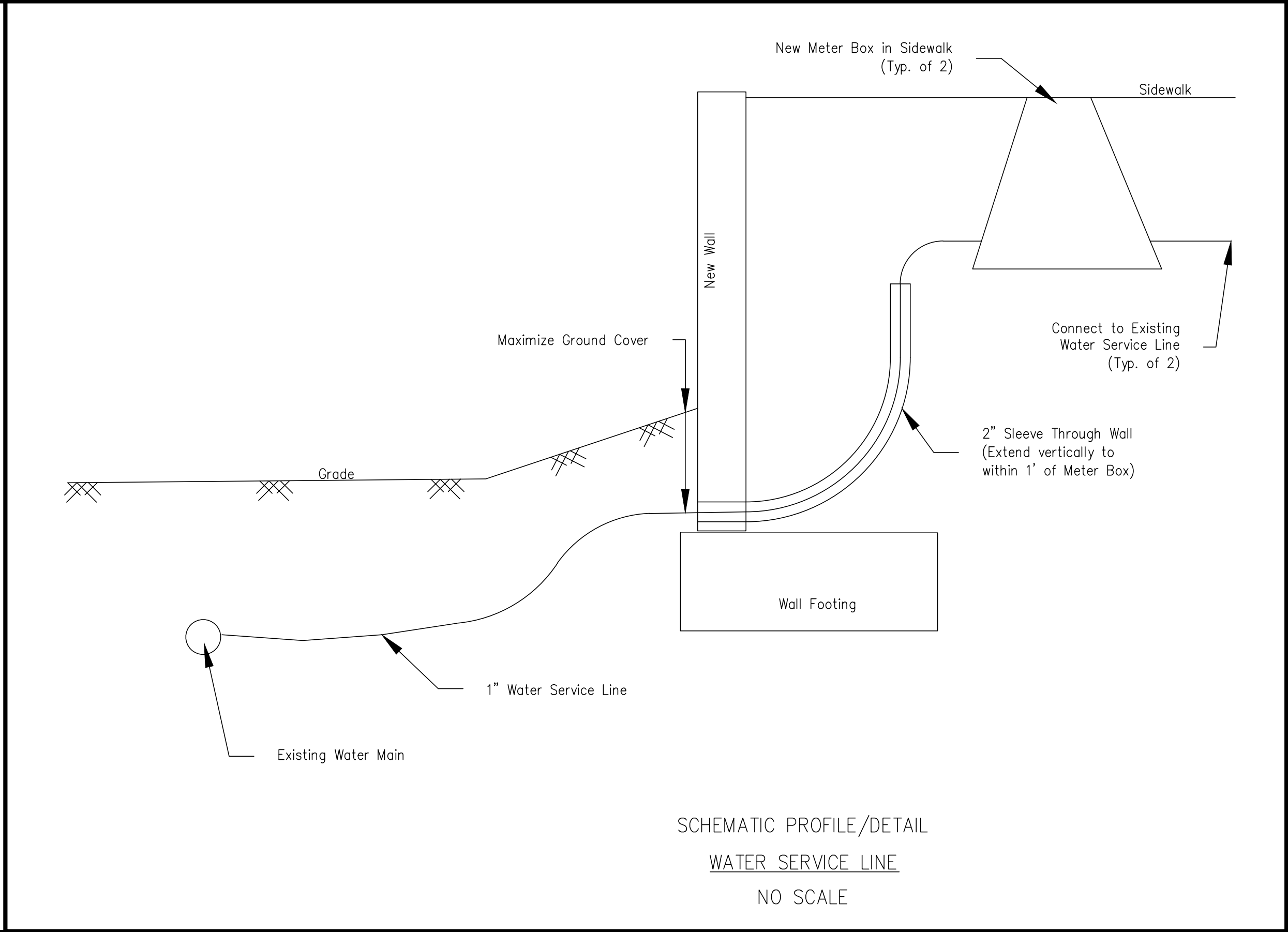
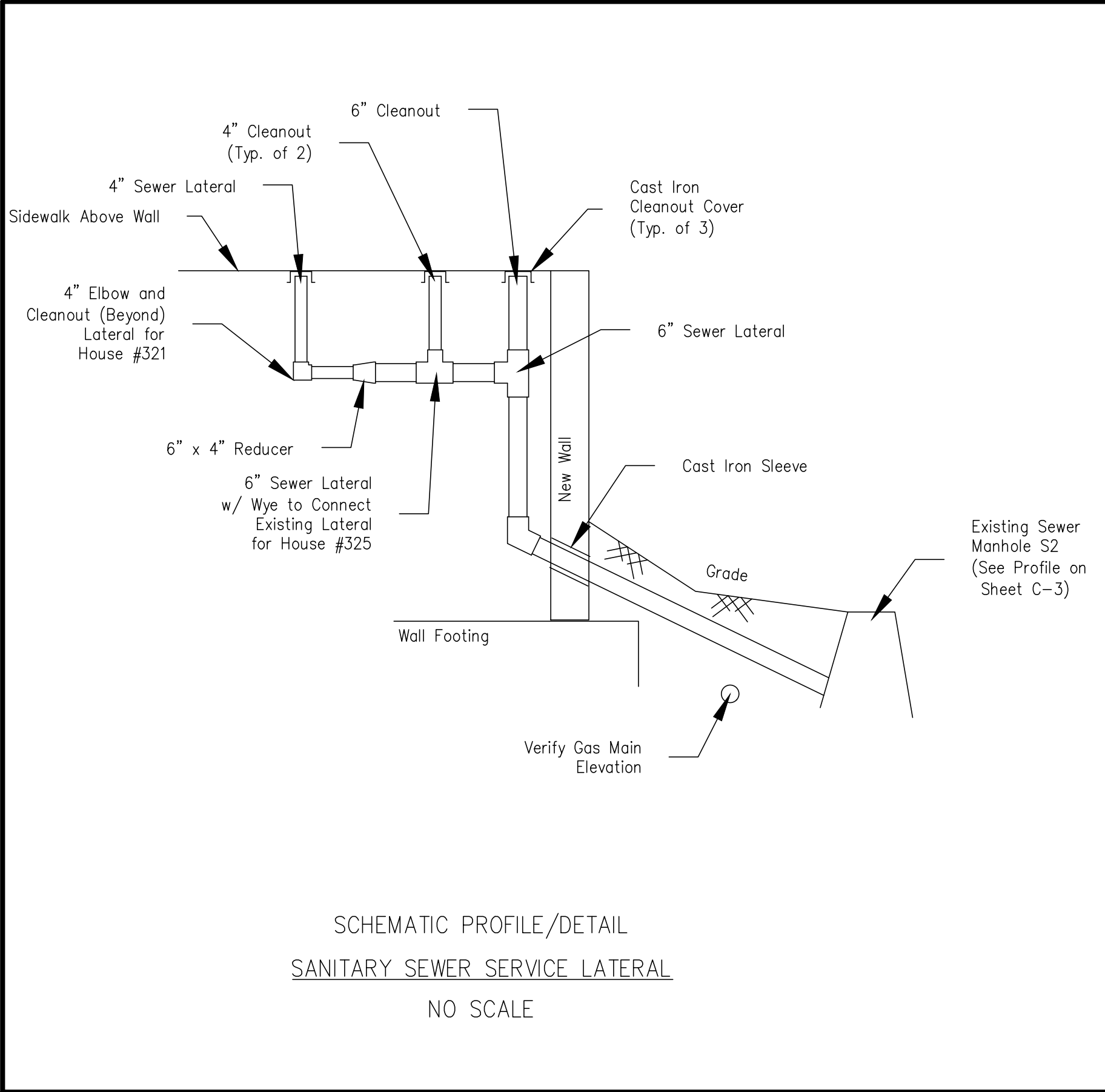
	SEED/STABILIZE DISTURBED AREA
	RE-LAID BRICK PAVER SIDEWALK
	NEW BRICK PAVER SIDEWALK
	TRENCH EXCAVATION ASPHALT PAVEMENT REPLACEMENT

1. WATER/SEWER SERVICE SHALL BE MAINTAINED TO EXISTING CUSTOMERS THROUGHOUT CONSTRUCTION. BRIEF OUTAGES WILL BE ALLOWED FOR CONNECTIONS TO EXISTING FACILITIES. OUTAGES SHALL BE COORDINATED WITH THE CITY AND CUSTOMER WITH ADVANCED NOTICE (MINIMUM 48 HOURS).
2. ALL TEMPORARY MEANS TO MAINTAIN EXISTING SERVICES SHALL BE APPROVED BY THE CITY.
3. ALL WATER/SEWER MATERIALS AND INSTALLATION SHALL COMPLY WITH CITY OF STAUNTON INFRASTRUCTURE DESIGN AND CONSTRUCTION STANDARDS.
4. NEWLY CONSTRUCTED WATER AND SEWER FACILITIES SHALL BE TESTED IN ACCORDANCE WITH CITY OF STAUNTON TECHNICAL SPECIFICATIONS.
5. CITY OF STAUNTON INFRASTRUCTURE DESIGN AND CONSTRUCTION STANDARDS ARE AVAILABLE ON THE CITY OF STAUNTON WEBSITE:
[www.ci.staunton.va.us/departments/
engineering-division/design-construction-standards](http://www.ci.staunton.va.us/departments/engineering-division/design-construction-standards)

1. TAP MAIN AND EXTEND 1" WATER SERVICE LINE FROM EXISTING MAIN PER CITY DRAWING NUMBER W-1.
2. EXTEND WATER SERVICE LINE THROUGH WALL ABOVE FOOTING (MAXIMIZING COVER DEPTH) USING 2" MUNICIPEX PIPING AS SLEEVE THROUGH WALL. SEE DETAIL ON SHEET C-4
3. SET TWO NEW METER BOX ASSEMBLIES IN SIDEWALK AND CONNECTION TO EXISTING WATER SERVICE LINES. EXISTING METERS SHALL BE RE-USED. ALL OTHER APPURTENANCES SHALL BE NEW.
4. ABANDON EXISTING WATER SERVICE LINE BY SHUTTING OFF EXISTING CORPORATION STOP AT MAIN AND PHYSICALLY DISCONNECTING EXISTING WATER SERVICE LINE.

- ① CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GAS MAIN ADJACENT TO MANHOLE S2 PRIOR TO ESTABLISHING GRADE FOR 6" SEWER LATERAL THROUGH WALL. SEWER LATERAL SHALL BE INSTALLED FROM MANHOLE S2 (THROUGH THE WALL) ABOVE THE WALL FOOTING IF POSSIBLE. SEE DETAIL ON SHEET C-4 FOR INSTALLATION.
- ② ABANDON EXISTING 8" LATERAL/MAIN AT MANHOLE BY DISCONNECTING PIPE FROM MANHOLE, PLUGGING PIPE, AND GROUTING OPENING.
- ③ CONNECT TO EXISTING LATERAL.





Revisions	Date

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

Issue Date:	12/18/2020
Drawn By:	JAD
Designed By:	WTA
Checked By:	WTA
Date:	

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BERKELEY PLACE RETAINING WALL REHABILITATION
CITY OF STAUNTON, VIRGINIA

WATER AND SEWER DETAILS

STAUNTON, VIRGINIA

Vertical Scale:
N/A

Horizontal Scale:
N/A

Commission Number:
4096

Sheet No.:
C-4

GENERAL NOTES

1.

MATERIAL DESIGN STRENGTHS:
CAST IN PLACE CONCRETE
REINFORCING STEEL, DEFORMED (ASTM A615, GR. 60)
SOIL BEARING CAPACITY
CONCRETE MASONRY UNITS (ASTM GRADE N-1)
EXTERIOR WALLS (TYPE S MORTAR)
GROUT FOR MASONRY WALL (ASTM C-476)

F'c = 4,000 PSI
Fy = 60,000 PSI
2,000 PSF (MIN.)

F'm = 1,500 PSI
F'c = 2,500 PSI
2.

DESIGN CODES:
VIRGINIA UNIFORM STATEWIDE BUILDING CODE (IBC 2015)
ACI 318 (2019) "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE."
AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (JULY 7, 2016)
ASCE 7 (2016) "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES."

CONSTRUCTION:
VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, 2016.

STANDARDS:
VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS, 2013
3.

DESIGN LOADS:
LATERAL LOADS:
EARTH LOAD, EQUIVALENT FLUID PRESSURES

30 PCF
4.

ALL INFORMATION ON EXISTING CONDITIONS HAS BEEN OBTAINED FROM THE BEST AVAILABLE SOURCES. THE ACTUAL AS-BUILT CONSTRUCTION MAY DIFFER FROM WHAT IS ASSUMED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS, ELEVATIONS AND GEOMETRY OF THE EXISTING STRUCTURE'S CONSTRUCTION PRIOR TO ANY DEMOLITION, OR STARTING CONSTRUCTION. THE CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES WHICH MAY EXIST.
5.

THE CONTRACTOR SHALL REQUEST IN WRITING AND HIGHLIGHT ON THE SHOP DRAWINGS ANY PROPOSED CHANGES IN THE MATERIALS, DETAILS, ETC. INDICATED ON THE DRAWINGS OR SPECIFICATIONS. ANY CHANGES MUST BE APPROVED BY THE ENGINEER IN WRITING.
6.

THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

FOUNDATIONS

1.

FOOTING ELEVATIONS SHOWN REPRESENT THE MINIMUM DEPTH TO WHICH FOOTINGS SHALL BE CARRIED. THE EXPOSED FOUNDATION EXCAVATION SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF THE WALL FOUNDATION. IF FOOTING EXCAVATIONS REVEAL DISTURBED, UNSTABLE, OR UNSUITABLE SOIL, THE ENGINEER SHALL BE NOTIFIED. FOOTINGS SHALL BE LOWERED AS REQUIRED TO OBTAIN SUITABLE BEARING. ALL UNSUITABLE FOUNDATION MATERIAL SHALL BE REMOVED AND FOOTINGS SHALL REST ON UNDISTURBED SOIL OR PRE-ENGINEERED FILL USING SUITABLE MATERIAL OR VDOT #21-B AGGREGATE WITH A MINIMUM BEARING CAPACITY OF 2,000 PSF. COMPACT EACH LAYER OF FILL OR BACKFILL TO 95% OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698. DO NOT DISTURB EXISTING FOUNDATIONS.

MASONRY

1.

PROVIDE GALVANIZED HORIZONTAL TRUSS TYPE JOINT REINFORCING WITH 3⁄16 INCH SIDE RODS AND NO. 9 GAGE CROSS RODS AT 15" O/C UNLESS OTHERWISE NOTED.
2.

THE CONTRACTOR SHALL KEEP A COPY OF ACI 530.1/ASCE 6 () AT THE JOB SITE.
3.

REINFORCED MASONRY. ALL REINFORCED CELLS SHALL BE FULLY GROUTED FROM TOP TO BOTTOM OF WALL. ALL CELLS CONTAINING ANCHOR BOLTS SHALL BE FULLY GROUTED. THE MASONRY CONTRACTOR SHALL BUILD, REINFORCE, AND GROUT THE WALLS IN 4'-0" LIFTS, VIBRATING GROUT IMMEDIATELY AFTER EACH LIFT. THE REINFORCING STEEL FABRICATOR SHALL PROVIDE REBARS FOR 4'-0" HIGH VERTICAL LIFTS PLUS A BAR LAP OF 36 X BAR DIAMETER. UNLESS OTHERWISE NOTED OR DETAILED, CENTER REINFORCING IN BLOCK CELLS AND TIE IN

MASONRY, CONTINUED.

PLACE AT INTERVALS OF 4'-0" O/C MAXIMUM. IN ADDITION TO REINFORCING SHOWN, PROVIDE ONE VERTICAL #5 BAR EACH SIDE OF ALL OPENINGS, AND AT CORNERS AND INTERSECTIONS UNLESS OTHERWISE NOTED. PROVIDE REBAR DOWELS OF SAME SIZE AND SPACING AS VERTICAL REINFORCING FROM WALL FOOTINGS. DOWELS SHALL HAVE STANDARD ACI HOOKS AND SHALL LAB 36 X BAR DIAMETER WITH FIRST LIFT OF VERTICAL REINFORCING.

CONCRETE

1.

ALL REINFORCING SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH ACI 315 (2018) UNLESS OTHERWISE NOTED. ALL SPLICES SHALL BE CLASS B TENSION WITH ALL APPLICABLE MODIFICATION FACTORS, UNLESS OTHERWISE NOTED. SPLICES NOT INDICATED MAY BE PROVIDED IF PROPERLY DETAILED ON SHOP DRAWINGS AND APPROVED BY THE ENGINEER. SPLICES OF HORIZONTAL BARS SHALL BE STAGGERED UNLESS OTHERWISE NOTED. EMBEDMENT LENGTHS SHALL BE EQUAL TO TENSION DEVELOPMENT LENGTHS UNLESS OTHERWISE NOTED. STANDARD HOOKS CONFORMING TO ACI 318 SHALL BE USED UNLESS OTHERWISE NOTED. DOWELS IN WALLS SHALL MATCH SIZE AND SPACING OF MAIN REINFORCING BARS UNLESS OTHERWISE NOTED. SPREAD REINFORCING AT OPENINGS AND SLEEVES UNLESS OTHERWISE DETAILED. DO NOT CUT REINFORCING BARS. CONCRETE PROTECTION FOR REINFORCEMENT SHALL CONFORM TO ACI 301 (2016) AND SHALL BE INDICATED ON THE SHOP DRAWINGS. ALL SPlice LENGTHS AND EMBEDMENT LENGTHS, BENDING DIAGRAMs, AND ASSEMBLY DIAGRAMs SHALL BE INDICATED ON THE SHOP DRAWINGS. PROVIDE 2-#5 CONTINUOUS AT THE TOP OF ALL WALLS. THE CONTRACTOR SHALL KEEP A COPY OF ACI 301 (2016) AT THE JOB SITE.
2.

MAJOR CONSTRUCTION JOINTS ARE SHOWN. INTERMEDIATE JOINTS IN WALLS, SLABS, AND FOOTINGS ARE NOT SHOWN UNLESS REQUIRED BY THE DESIGN. ALL CONSTRUCTION AND CONTROL JOINTS SHALL BE SHOWN ON THE SHOP DRAWINGS. CONSTRUCTION JOINTS MAY BE OMITTED OR RELOCATED IF PROPERLY DETAILED ON THE SHOP DRAWINGS AND APPROVED BY THE ENGINEER. (JOINT LOCATIONS MUST BE APPROVED BY THE ENGINEER BEFORE SUBMITTING REINFORCING STEEL SHOP DRAWINGS.) ALL CONSTRUCTION AND EXPANSION JOINTS SHALL HAVE WATERSTOPS.
3.

THE UNIT OF OPERATION OF CONCRETE PLACEMENT SHALL NOT EXCEED 70 FEET IN ANY DIRECTION. AT LEAST 72 HOURS SHALL ELAPSE BEFORE CONCRETE IS PLACED ADJACENT TO PREVIOUSLY CAST CONCRETE.
4.

BACKFILLING ADJACENT TO CANTILEVER RETAINING WALLS SHALL NOT OCCUR UNTIL WALL CONCRETE HAS REACHED ITS 28-DAY DESIGN COMPRESSIVE STRENGTH.
5.

CHAMFER ALL EXPOSED EDGES OF CONCRETE 1 INCH.
6.

CONCRETE SHALL BE PLACED IN LAYERS NOT OVER 18 INCHES DEEP AND EACH LAYER SHALL BE COMPACTED BY MECHANICAL INTERNAL-VIBRATING EQUIPMENT SUPPLEMENTED BY HAND SPADING, RODDING AND TAMPING. VIBRATORS SHALL NOT BE INSERTED INTO LOWER COURSES THAT HAVE BEGUN TO SET. CONCRETE SHALL BE PLACED BY CHUTES OR ELEPHANT TRUNKS WHEN THE VERTICAL DROP EXCEEDS 4'-0".
7.

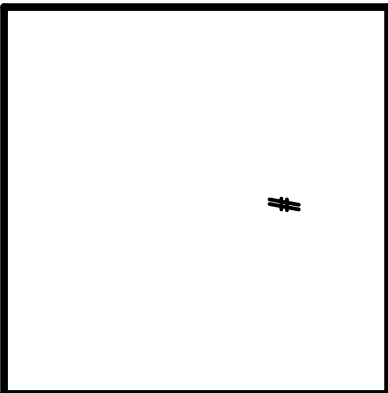
CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO PLACING ANY CONCRETE SO THAT REINFORCEMENT, SLEEVES, PIPES, INSERTS, HANGERS, ETC., CAN BE INSPECTED FOR CONFORMANCE WITH PLANS AND SPECIFICATIONS.
8.

EXPANSION ANCHORS SHALL BE TRUBOLT BY RAMSET FASTENING SYSTEMS, RED HEAD BY ITT PHILLIPS DRILL DIVISION, KWIK-BOLT BY HILTI FASTENING SYSTEMS, OR APPROVED EQUAL, AND SHALL BE GALVANIZED. MINIMUM WORKING (SERVICE) LOADS SHALL BE AS FOLLOWS FOR 4000 PSI CONCRETE:

DIAMETER (INCHES)	SHEAR (LBS)	TENSION (LBS)
3/4	3830	2535
7/8	4915	3315

9.

EPOXY ANCHORS OF EQUAL SIZE AND MATERIAL MAY BE SUBSTITUTED FOR EXPANSION ANCHORS PROVIDED MINIMUM WORKING (SERVICE) LOADS ARE EQUAL TO OR GREATER THAN THOSE FOR EXPANSION ANCHORS. EPOXY ANCHORS SHALL BE GALVANIZED AND SHALL BE HILTI HVA ADHESIVE ANCHORS TYPE H.A.S. STD OR APPROVED EQUAL.



Revisions	Date					
	#	#	#	#	#	#

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BERKELEY PLACE RETAINING WALL REHABILITATION

STRUCTURAL GENERAL NOTES

CITY OF STAUNTON, VIRGINIA

Vertical Scale: N/A
Horizontal Scale: N/A
Commission Number: 4096

SEQUENCE OF RETAINING WALL CONSTRUCTION NOTES:

- PHASE I:
- 1. INSTALL TEMPORARY SHEET PILING BEHIND EXISTING BRICK WALL TO ALLOW CONSTRUCTION OF NEW RETAINING WALL FOOTING. ANY SHEET PILING IS REQUIRED TO BE INSTALLED TO MISS EXISTING UTILITIES.
 - 2. INSTALL TEMPORARY TIE–BACKS TO SUPPORT SHEET PILING Laterally.

- PHASE II:
- 1. INSTALL TEMPORARY SHEET PILING BEHIND EXISTING C.M.U. AND CONCRETE WALL. ANY SHEET PILING IS REQUIRED TO BE INSTALLED TO MISS EXISTING UTILITIES.

- PHASE III:
- 1. REMOVE PORTIONS OF BRICK WALL, DEBRIS, AND EXISTING BACKFILL TO LIMITS SHOWN ON PLAN. SALVAGE BRICKS WHENEVER POSSIBLE.
 - 2. INSTALL NEW RETAINING WALL AROUND TEMPORARY SHORING SYSTEM. FACE OF NEW WALL TO MATCH FACE AND ELEVATION OF BRICK WALL AT ORIGINAL, UNdamaged CONSTRUCTION.

- PHASE IV:
- 1. BACKFILL NEW WALL WITH SUITABLE, COMPACTABLE AGGREGATE (#21A) FILL MATERIAL AFTER CONCRETE HAS REACHED DESIGN STRENGTH. FILL MATERIAL SHALL BE COMPACTED WITH VIBRATORY COMPACTOR.
 - 2. REMOVE PRIMARY SHEET PILING.

- PHASE V:
- 1. REMOVE PORTIONS OF PRIVATELY–OWNED CMU WALL, DEBRIS, AND EXISTING BACKFILL TO LIMITS SHOWN ON PLAN. SALVAGE CMU WHENEVER POSSIBLE.
 - 2. INSTALL NEW RETAINING WALL. FACE OF NEW WALL TO MATCH FACE AND ELEVATION OF CMU WALL AT ORIGINAL UNdamaged CONSTRUCTION

- PHASE VI:
- 1. BACKFILL NEW WALL WITH SUITABLE, COMPACTABLE AGGREGATE (#21A) FILL MATERIAL. FILL MATERIAL SHALL BE COMPACTED WITH VIBRATORY COMPACTOR.
 - 2. REMOVE SHEET PILING
 - 3. REINSTALL BRICK PAVER SIDEWALK

(ALTERNATE SEQUENCE OF CONSTRUCTION WILL BE ALLOWED IF DESIGNED AND STAMPED BY A P.E. LICENSED IN THE COMMONWEALTH OF VIRGINIA AND REVIEWED BY ENGINEER.)

BUILDING SHORING NOTES:

- 1. SHORING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL SUBMIT SHORING SYSTEM PLANS AND DESIGN COMPUTATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER, LICENSED IN THE COMMONWEALTH OF VIRGINIA, TO THE ENGINEER FOR REVIEW.
- 2. SHORING SHALL SUPPORT ALL LOADING PRESENT (DEAD, LIVE, ETC.).
- 3. SHORING SHALL BE PROVIDED TO ENSURE EXISTING STRUCTURES DO NOT SETTLE OR MOVE Laterally AND THAT THE STRUCTURAL AND ARCHITECTURAL COMPONENTS OF EXISTING STRUCTURES ARE NOT DAMAGED. IF ANY DAMAGE OCCURS DURING SHORING OPERATIONS, IT SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ADDITIONAL SHORING LOCATIONS SHALL BE CHOSEN USING SOUND ENGINEERING PRINCIPLES BY THE DESIGNER OF THE SHORING SYSTEM AS NECESSARY.
- 4. THE CONTRACTOR SHALL MONITOR ALL SHORING DURING THE CONSTRUCTION PROCESS AND SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER OF ANY SETTLEMENT OR LATERAL MOVEMENT.

(ALTERNATE SHORING CONFIGURATIONS WILL BE ALLOWED IF DESIGNED AND STAMPED BY A P.E. LICENSED IN THE COMMONWEALTH OF VIRGINIA AND REVIEWED BY THE ENGINEER.)

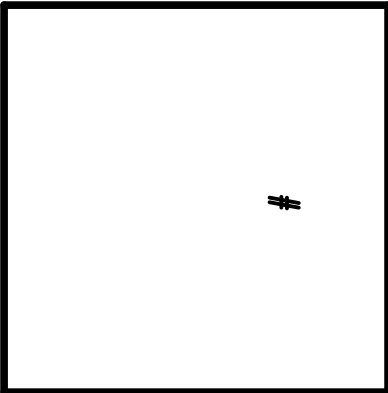
RETAINING WALL SHORING NOTES:

- 1. SHORING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL SUBMIT SHORING SYSTEM PLANS AND DESIGN COMPUTATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER, LICENSED IN THE COMMONWEALTH OF VIRGINIA, TO THE ENGINEER FOR REVIEW.
- 2. SHORING SHALL SUPPORT ALL LOADING PRESENT (DEAD, LIVE, EARTH, SURCHARGE, ETC.). SHORING SHALL BE PROVIDED TO ENSURE EXISTING STRUCTURES DO NOT SETTLE OR MOVE Laterally AND THAT THE STRUCTURAL AND ARCHITECTURAL COMPONENTS OF EXISTING STRUCTURES ARE NOT DAMAGED. IF ANY DAMAGE OCCURS DURING SHORING OPERATIONS, IT SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 3. SHORING WILL BE REQUIRED FOR EXISTING STRUCTURES AND SLOPE WHILE THE RETAINING WALL IS BEING REPLACED. ADDITIONAL SHORING LOCATIONS SHALL BE CHOSEN USING SOUND ENGINEERING PRINCIPLES BY THE DESIGNER OF THE SHORING SYSTEM AS NECESSARY.

(ALTERNATE SHORING CONFIGURATIONS WILL BE ALLOWED IF DESIGNED AND STAMPED BY A P.E. LICENSED IN THE COMMONWEALTH OF VIRGINIA AND REVIEWED BY THE ENGINEER.)

ADDITIONAL NOTES

- 1. THESE PLANS ARE INCOMPLETE UNLESS ACCOMPANIED BY THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS.
- 2. BEFORE THE WORK IS STARTED, THE CONTRACTOR SHALL NOTIFY ALL COMPANIES, CORPORATIONS, MUNICIPALITIES, AND INDIVIDUALS WHO OWN UTILITIES ON THE CONSTRUCTION SITE, IN THE RIGHT–OF–WAY OR IMMEDIATELY ADJACENT TO THE CONSTRUCTION AREA IF THOSE UTILITIES MAYBE AFFECTED BY THE WORK. THE CONTRACTOR SHALL ARRANGE TO HAVE THE VARIOUS UTILITIES LOCATED AND TO HAVE THEM REMOVED OR RELOCATED AS REQUIRED, OR TO DETERMINE THE METHOD OF PROTECTION ACCEPTABLE TO THE RESPECTIVE OWNER, IF THE METHOD OF PROTECTION IS NOT SPECIFIED HEREINAFTER. ANY COST INCURRED WITH THE REMOVING, RELOCATING, OR PROTECTING UTILITIES SHALL BE BORNE BY THE CONTRACTOR UNLESS INDICATED OTHERWISE.
- 3. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS FOR ALL CONDUITS AND UTILITIES AT THE BEGINNING OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE PROTECTION FOR ALL CONDUITS AND UTILITIES THROUGHOUT THE CONSTRUCTION PROCESS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL SUPPORTS AND PROTECTION REQUIRED, AND ANY DAMAGE TO THE CONDUITS/UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR’S EXPENSE.
- 4. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING SANITARY SEWER, WATER, OR STORM DRAIN UTILITY DAMAGED OR MISALIGNED DURING OR DUE TO THE WORK. ALL OTHER UTILITIES WHICH ARE DAMAGED OR MISALIGNED SHALL BE REPAIRED OR REPLACED BY THE RESPECTIVE UTILITY COMPANY(S) AT THE EXPENSE OF THE CONTRACTOR.
- 5. ALL DEMOLISHED MATERIAL SHALL BE CONTAINED AND NOT ALLOWED TO FALL INTO THE ROADWAYS OR PRIVATE PROPERTIES. THE CONTRACTOR SHALL REMOVE ALL MATERIAL. FROM THE SITE AND SHALL BE RESPONSIBLE FOR LAWFUL AND PROPER DISPOSAL OF ALL REMOVED MATERIAL. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL LAWS.



Revisions	Date					
	#	#	#	#	#	#

Issue Date: 12/18/20	Drawn By: CTM	Designed By: CTM	Checked By: SAC	Date: 12/10/20
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BERKELEY PLACE RETAINING WALL REHABILITATION

DEMOLITION AND CONSTRUCTION

NOTES

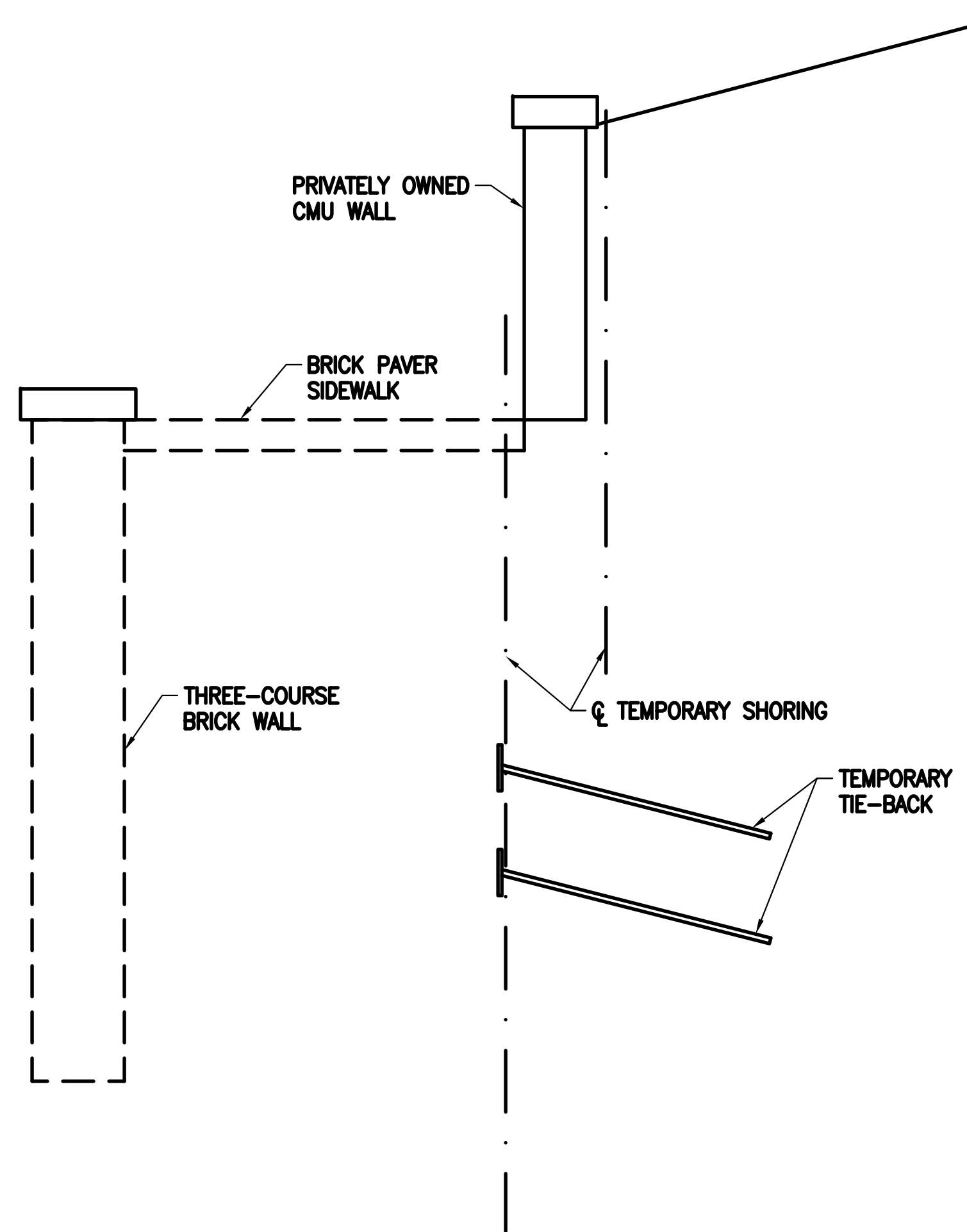
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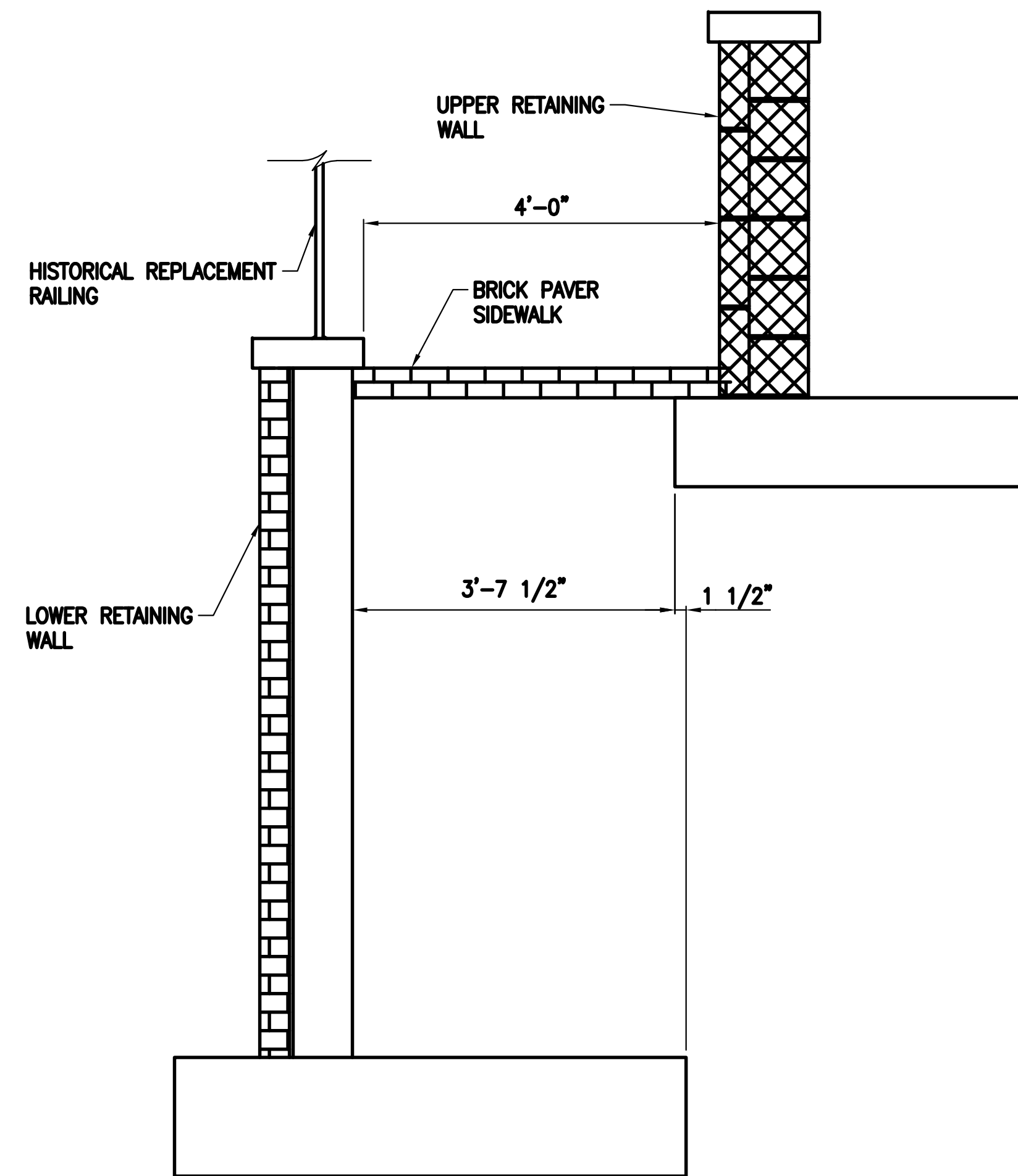
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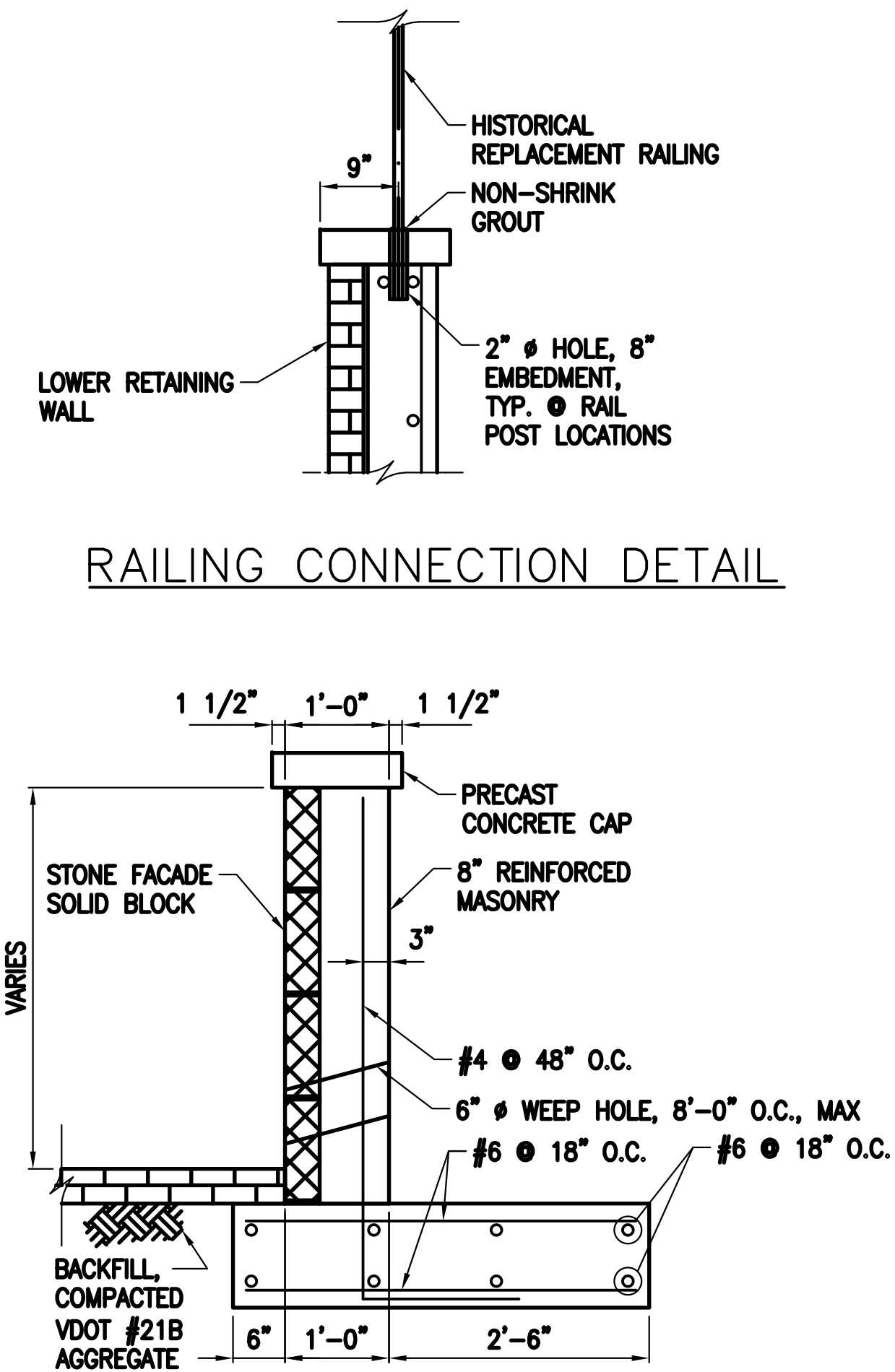
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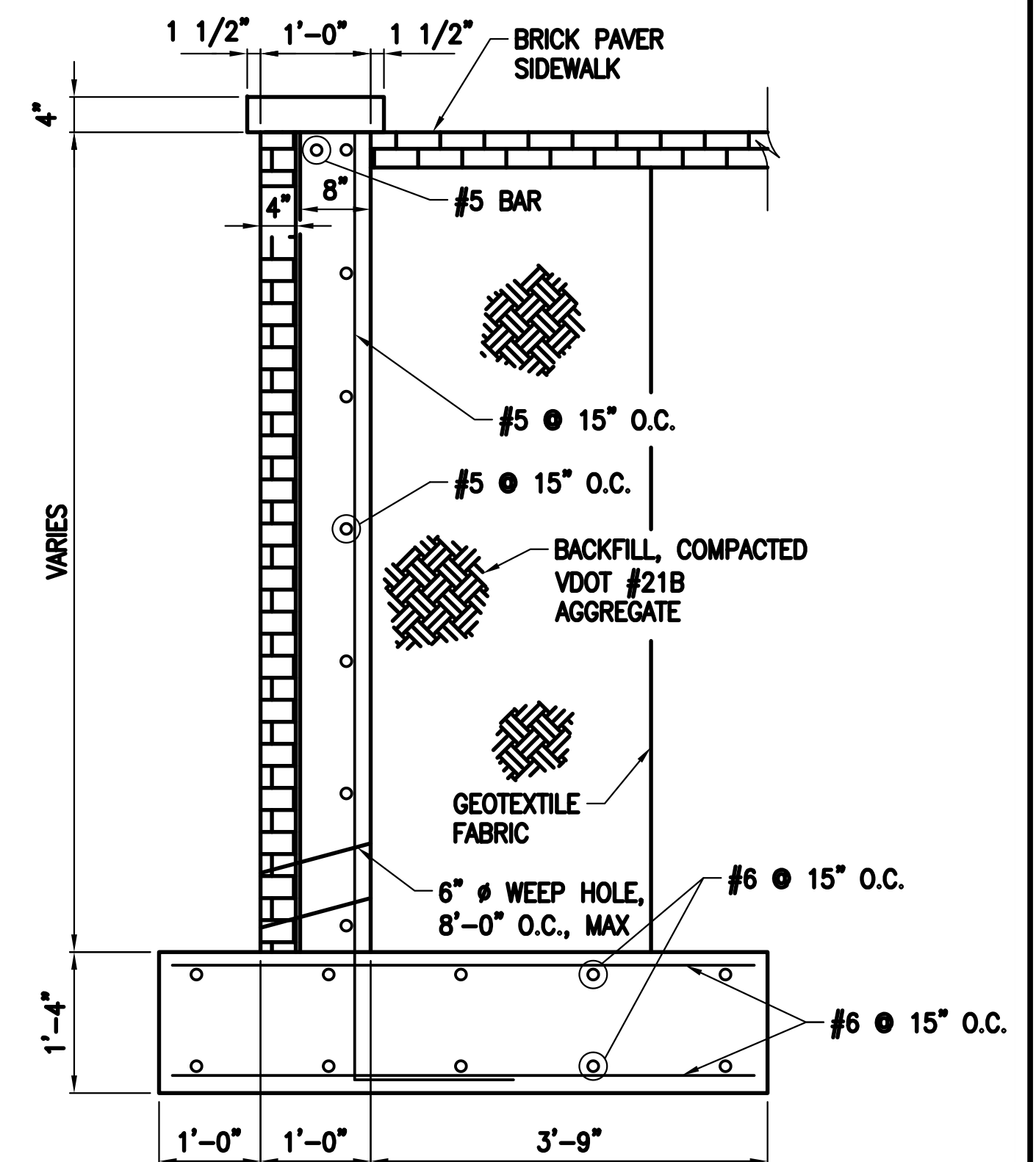
TEMPORARY SHORING DETAIL



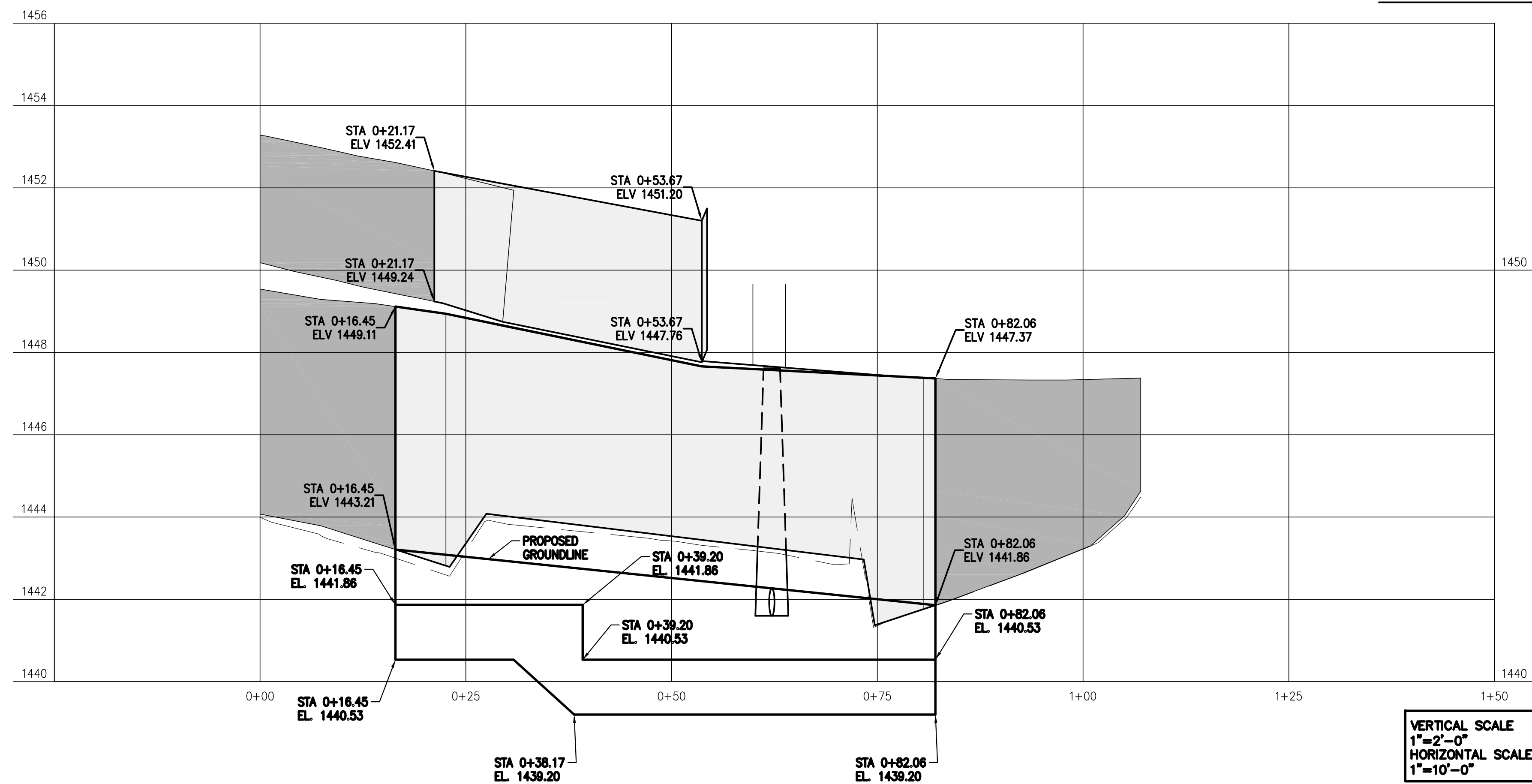
RETAINING WALL AND SIDEWALK SECTION



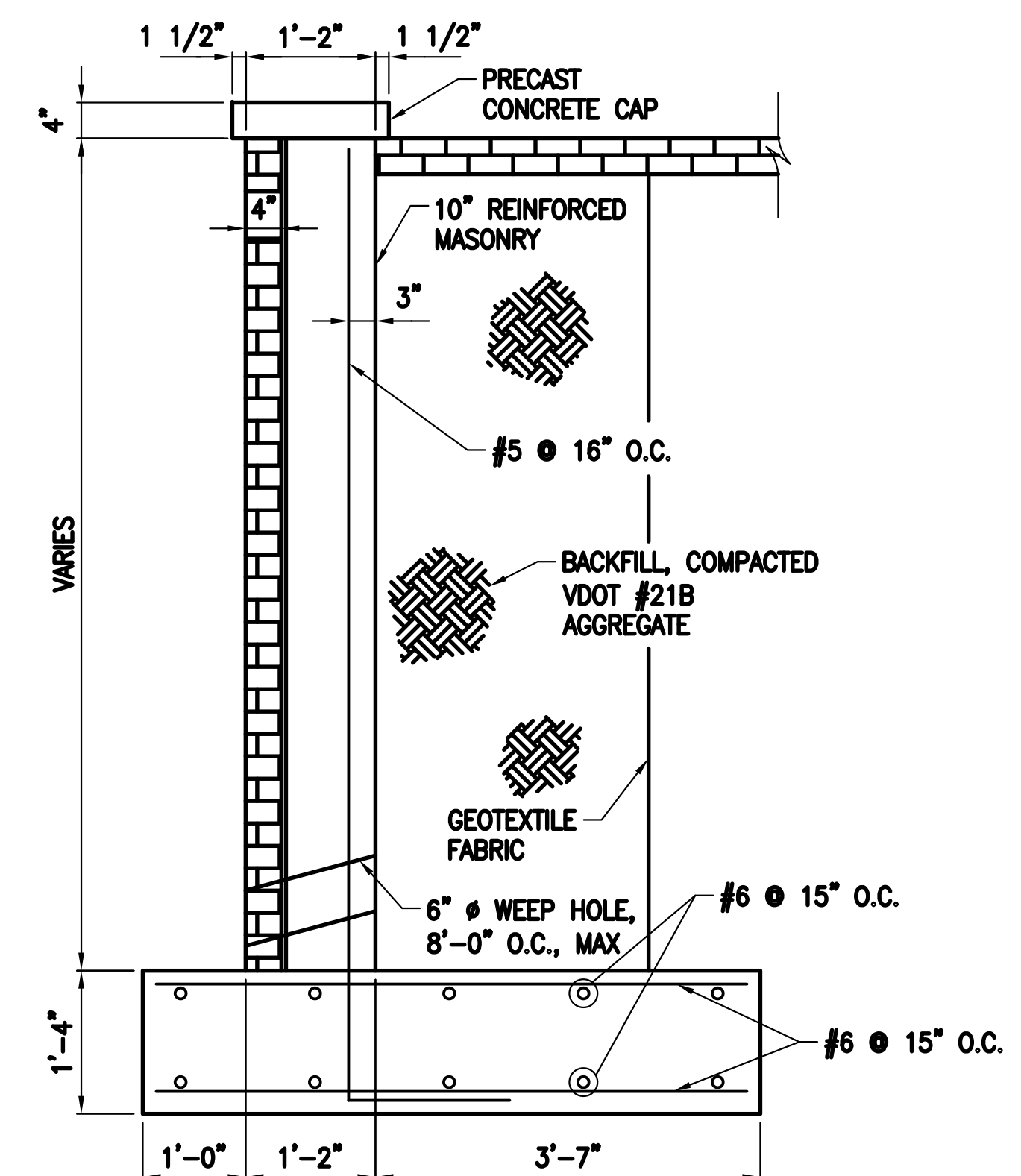
REINFORCED MASONRY
UPPER RETAINING WALL
TYPICAL SECTION



CONCRETE LOWER RETAINING WALL
TYPICAL SECTION



WALL ELEVATION VIEW



REINFORCED MASONRY LOWER RETAINING WALL
TYPICAL SECTION

Date		#		#		#		#		#		#		#	
Revisions		#		#		#		#		#		#		#	
Issue Date:		12/18/20		Drawn By:		CTM		Designed By:		CTM		Checked By:		SAC	
Date:		12/10/20		Mattem & Craig		ENGINEERS/SURVEYORS		701 FIRST STREET, S.W.		ROANOKE, VA 24016		(540) 345-9342		FAX (540) 345-7881	
BERKELEY PLACE RETAINING WALL REHABILITATION WALL ELEVATION AND STRUCTURAL SECTIONS & DETAILS CITY OF STAUNTON, VIRGINIA															
Vertical Scale:		N/A													
Horizontal Scale:		N/A													
Commission Number:		4096													
Sheet No.:		S-3													