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City of Chesapeake, VA
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**Specific sections are not included in bid documents. Please refer to the sixth edition of the HRPDC Specification for the specific sections. A physical copy of these sections are available for inspection at the Department of Public Works, located at 306 Cedar Road, 3rd floor, Chesapeake, VA 23322.

End Section

Great Bridge Bascule Span Hydraulic Repair
City of Chesapeake, VA
PREFACE

THE REGIONAL CONSTRUCTION STANDARDS

The Cities and Counties that make up the region of Hampton Roads, Virginia, along with the Hampton Roads Sanitation District (HRSD), major water supply purveyors, and the Hampton Roads Utility and Heavy Contractors Association (HRUHCA) have recognized the need to develop uniform construction standards for improvements in public rights of way. The initial direction was to address “horizontal” improvements and those involving the major elements of roadways, drainage and utilities (water distribution and wastewater collection). The Standards are intended to accommodate most of the “typical” construction projects in the region. Therefore, these documents are intended to support the majority of issues the communities face in building minor roads and utilities, with a more recent emphasis also placed on the rehabilitation of sanitary and storm sewer systems.

The Regional Construction Standards are a reference document comprised of Technical Specifications, Standard Details and “Front-End” (General Provisions) documents (the legal framework and administrative provisions for construction contracts). The user should normally prepare Construction Drawings and Special Provisions for individual projects. Special Provisions are modifications, additions, and/or deletions to the Regional Construction Standards and should address any particular administrative, procedural, legal, or technical requirement of the project and/or the locality; along with the appropriate completed bidding documentation and are tied to the Regional Construction Standards by reference (Section 110). The Technical Specifications and Standards Details should NOT be reproduced when projects are bid for construction. Owners typically reproduce only the Front-End Documents, which include the Special Provisions (Section 110).

These Standards were developed under the auspices of the Hampton Roads Planning District Commission (HRPDC) and represent a collaborated effort of the 16 communities that constitute the HRPDC, the Hampton Roads Sanitation District (HRSD), and the Hampton Roads Utility and Heavy Contractors Association (HRUHCA). Many municipal, HRSD and HRUHCA representatives have spent countless hours serving on committees that guided, edited, refined, and established these Regional Construction Standards. Designers, material suppliers, contractors, attorneys, purchasing agents and consulting engineers have provided timely and insightful comments, along with the Virginia Department of Transportation, the Virginia Department of Health - Office of Drinking Water Programs, and the Virginia Department of Environmental Quality. This document has incorporated many of the construction standards originally adopted by HRSD and the localities of Hampton Roads to provide a more comprehensive document. The document also substantially relies on VDOT’s Road and Bridge Specifications in its divisions regarding products/materials, roadway construction, miscellaneous, incidental construction, landscaping, and traffic control devices, to facilitate the overall construction process.

While diligent effort has been made to provide reliable, accurate, and up-to-date information, neither the communities of Hampton Roads, HRPDC, or its consultants, can place a guarantee on the correctness of the data or information contained in this document. The authors and editors do hereby disclaim any responsibility or liability in connection with the use of these Regional Construction Standards or of any data or other information contained therein.

This document may be obtained electronically at www.hrregconstds.org or by purchasing a CD at the offices of the HRPDC. The front end documents are available in Microsoft Word software, while the technical specifications and standard details are available in Acrobat Reader (.pdf) format. The user must acknowledge all modifications to the Regional Construction Standards and illustrate changes in the Front End documents using strikethroughs and bold for deletions and additions, respectively. The user is entirely responsible and completely liable for misrepresentations to this document.

Hampton Roads Planning District Commission
723 Woodlake Drive
Chesapeake, Virginia 23320
(757-420-8300)

2101 Executive Drive
Hampton, Virginia 23666
(757-262-0094)
PREFACE

ADMINISTRATIVE STRUCTURE

The Organizational Structure for the maintenance of HRPDC’s *Regional Construction Standards* is illustrated in the accompanying figure and briefly described below.

Program Administration
HRPDC is responsible for the administration of the financial and contractual issues for the continued implementation of the *Regional Construction Standards* program.

Full Committee
The Full Committee (FC) is the governing body for the *Standards*. The Full Committee consists of up to 34 voting members – up to two voting representatives from each of the 16 cities and counties in the Hampton Roads Planning District and one voting member from the Hampton Roads Sanitation District (HRSD) and the Hampton Roads Utility and Heavy Contractors Association (HRUHCA).

Technical Review Committee
The Technical Review Committee (TRC) is a standing subcommittee established by the Full Committee to provide technical reviews of the *Regional Construction Standards*. The TRC updates and edits the document and prepares new technical specification sections and standard details. The TRC collects information from individuals, jurisdictions and agencies with an emphasis on reviewing Special Provisions and technological advancements to determine common elements or improvements that could be incorporated into the future editions or amendments.

Ad-Hoc Committees
At key stages of development of the document or for special assignments, Ad Hoc Committees are formed and are often referred to as Focus Groups or Task Force Committees. In the past, Focus Groups have been convened to provide critical input of the *Standards* prior to the completion of new editions. Focus Groups have included: City and County Attorneys and Purchasing Agents whose task has been to review the front-end portion of the document; and, consulting engineers, contractors, and suppliers who have reviewed the entire document, with emphasis on the technical specifications and the

Great Bridge Bascule Span Hydraulic Rehabilitation
City of Chesapeake, VA
standard details. Task Force Committees have also been convened to study specific assignments, such as the Large Diameter Pipe Task Force and the Manhole Sustainability Task Force that addressed specific issues dealing with new, precast, manholes and coating systems.

**Engineering/Management/Legal Consultant**
A consultant is used for technical, management, legal advice and also performs training. The consultant serves at the pleasure of HRPDC and provides guidance and support for the committees, as well as HRPDC.

More information regarding the organizational structure and procedures used to maintain and implement the HRPDC Regional Construction Standards may be found at http://hrregconstds.org/.

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**Want to get involved?**

If you would like to help provide quality construction practices and simplify the bidding and construction administration process throughout the Hampton Roads region, HRPDC would like you to join one of the above described functions. Please e-mail Whitney Katchmark at WKatchmark@HRPDCVA.gov or call 757-420-8300.

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*This document was produced through financial support from the Hampton Roads Planning District Commission and its seventeen member local governments, the Hampton Roads Sanitation District and, the Hampton Roads Utility and Heavy Contractors Association.*
ACKNOWLEDGMENTS

HRPDC would like to thank all of the volunteers and their employers that have participated on the TRC and Full Committees since the previous edition was published. We would also like to express our appreciation to all the County and City Attorneys and Purchasing Agents; Consultants, Contractors and Suppliers who participated in Focus group sessions. Without their involvement, commitment and expertise, this edition would not have been possible.

### Technical Review Committee

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### Full Committee

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PREFACE

IMPORTANT NOTICES!

New editions of the Regional Construction Standards are anticipated approximately every three to four years. The time interval allows the users to become more familiar with the document, while the need for updating Special Provisions in each locality is greatly reduced to keep up with newer versions. When modifications are required between editions, “Proposed Revisions” are considered by the Technical Review Committee. If approved by the TRC, the Full Committee will then consider these Proposed Revisions for adoption. If approved by the Full Committee, the Proposed Revision becomes a “Publication Update” which is then posted on the HRPDC Web Site. Notification of a recently adopted Update is e-mailed to the jurisdictions, which are responsible for accepting the Update on behalf of their locality and including the Update in their Special Provisions. Other users wishing to be notified via e-mail should contact HRPDC for inclusion on an e-mail tree. Continuing workshops and training sessions are also provided to the Hampton Roads localities and the general public to facilitate the implementation and understanding of the document. More information including meeting dates, status of Proposed Revisions, Regional Construction Standards sections downloads, etc. may be found at the HRPDC website mentioned above.

Use of Professional Engineer’s Seal

In Virginia, a professional engineer may only affix his seal to plans and specifications that he has either directly prepared or were prepared under his direct supervision. The seal indicates that the professional engineer has had complete control and direction over, and accepts responsibility for, the sealed work. (See 18 Va. C10-20-760). Since the Regional Construction Standards were developed by consensus of committees comprised of experienced individuals representing various industry groups rather than under the complete direction and control of a professional engineer, the Regional Construction Standards are not sealed, nor would it be appropriate for the Regional Construction Standards to be sealed without reference to the application of the Regional Construction Standards to a specific project.

When a professional engineer prepares design documents for a specific project and incorporates the Regional Construction Standards into that design by reference, the professional engineer’s seal of the particular plans, specifications and drawings for that project represents his approval of the Regional Construction Standards as incorporated by reference into such particular plans, specifications and drawings for such project. In other words, the professional engineer who stamps or seals any plans, specifications, reports or other documents incorporating the Regional Construction Standards by reference is responsible for assuring that such plans, and the Regional Construction Standards as incorporated into such plans by reference, are adequate and appropriate for the particular project. Although it is encouraged that the Regional Construction Standards be used as appropriate and applicable to public right of way projects in Hampton Roads, the ultimate decision about what goes into such plans, specifications, reports, or other documents for a specific project must be that of the professional engineer who signs and seals them.
SECTION 101
DEFINITIONS OF TERMS

I. GENERAL DEFINITIONS

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

1.1 Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bid Documents or the Contract Documents.

1.2 Agreement - The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment - The form provided in the Contract Documents which is to be used by the Contractor in requesting progress and final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bid Documents - Documentation issued prior to the bid date, including documentation accompanying the Bid (Drawings, Project Specifications, HRPDC Regional Construction Standards, Addenda, and Special Provisions) and any post-Bid documentation submitted prior to the Notice of Award.

1.6 Bidder - Any person, firm or corporation submitting a Bid for the Work.

1.7 Bonds - Performance and Payment Bonds furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

1.8 Bid Security - Bid Bonds and other instruments of surety, furnished by the Contractor or the Contractor's surety in accordance with the Contract Documents.

1.9 Change Order - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents that authorizes an adjustment in the Contract Price and/or Contract Time; issued on or after the Effective Date of the Agreement.

1.10 Completion Date - The date specified in the Notice to Proceed for final completion of the Work.

1.11 Contaminated Effluent – Effluent from construction dewatering activities that is impacted with contaminants of concern and require special handling in accordance with applicable federal, state and local regulations.

1.12 Contaminated Groundwater - Groundwater that is impacted with contaminants of concern and
require special handling in accordance with applicable federal, state and local regulations.

1.13 **Contract Documents** - The Agreement, including the Bid Documents, Notice of Award, Notice to Proceed, Field Orders, Change Orders, and modifications.

1.14 **Contract Price** - The total monies payable to the Contractor under the terms and conditions of the Agreement.

1.15 **Contract Time** - The number of calendar days stated in the Agreement for the completion of the Work. Calendar days shall be understood to be consecutive.

1.16 **Contractor** - The person, firm or corporation with whom the Owner has executed the Agreement.

1.17 **Day** - A calendar day of twenty-four hours measured from midnight to the next midnight. Calendar days shall be understood to be consecutive.

1.18 **Defective** - An adjective, which when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner’s acceptance.

1.19 **Drawings** - The plans that show the character and scope of the Work to be performed.

1.20 **Effective Date of the Agreement** - The date indicated in the introductory paragraph of the Agreement.

1.21 **Engineer** - The person, firm or corporation named as such in the Agreement. In the event the Owner should not require the services of the Engineer, then the powers, duties, and responsibilities conferred in the Contract Documents to the Engineer shall be construed to be those of the Owner.

1.22 **Field Order** - A verbal or written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer or Owner to the Contractor during construction.

1.23 **Final Completion** - All work, including punch list items noted at the final inspection, is complete to the satisfaction of the Owner.

1.24 **Groundwater Effluent** - Groundwater that is pumped from the ground during construction.

1.25 **Laws and Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.26 **Liens** - Liens, charges, security interests or encumbrances upon real or personal property.

1.27 **May** - The term "may" is permissive.

1.28 **Notice** - All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the Contract Documents. Any written notice by either party to the Agreement shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the Agreement, or to his, their, or its authorized agent, representative or officer, or when enclosed in a postage envelope addressed to such last known business address and deposited in a United States mailbox. Notice shall be deemed received within 3 business days of U.S. Mail Service postmark date.

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Great Bridge Bascul Span Hydraulic Repair  
City of Chesapeake, VA
1.29 **Notice to Proceed** - A written notice given by the Owner to the Contractor (with a copy to the Engineer, if appropriate) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Agreement.

1.30 **Owner** - The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

1.31 **Owner's Representative** - The person, firm or corporation named by the Owner to act as the Owner’s agent.

1.32 **Partial Utilization** - Use by the Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.33 **Project** - The entire Work as described in the Contract Documents, including Work that is necessary and incidental to the furnishing of all materials, services, equipment, labor and supplies required to install, perform, and complete all items of Work in accordance with Contract Documents.

1.34 **Reference Standards** - Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time the Project was advertised, unless specifically referred to by edition, volume, or date.

1.35 **Regional Construction Standards** - The construction standards, published by the Hampton Roads Planning District Commission (HRPDC) as amended from time to time.

1.36 **Responsible Bidder** - A person or firm who, in the sole opinion of the Owner, has the capability in all respects, to fully perform the contractual requirements as well as the moral and business integrity and reliability to assure good faith performance.

1.37 **Responsive Bidder** - A person or firm who has submitted a bid that conforms in all material respects to the Bid Documents.

1.38 **Resident Project Representative** - The authorized representative of the Engineer or Owner who is assigned to the Project or any part thereof.

1.39 **Roadway Prism** - All of the land or area within the right of way that needs to be cut, filled, graded, or otherwise disturbed to produce the design cross section, including, but not limited to, areas for curbs, ditches, sidewalks, paths, and slopes to match existing grade.

1.40 **Rock** - Any indurated material with a minimum compressive strength of 200psi that requires drilling, wedging, blasting, or other methods of brute force for excavation.

1.41 **Shall** - The term "shall" is mandatory.

1.42 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, specified design related submittals, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.43 **Special Provisions** - Requirements in addition to or modification of the HRPDC Regional Construction Standards.

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**Great Bridge Bascule Span Hydraulic Repair**  
**City of Chesapeake, VA**
Specifications - Those portions of the Contract Documents or HRPDC Regional Construction Standards consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Standard Details - Those portions of the HRPDC Regional Construction Standards consisting of drawings, explanatory of another drawing, indicating in detail and at a larger scale, the design, location, composition and correlation of elements and materials.

Subcontractor - A person, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - That date certified by the Owner when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, including completion of all tests, so that the Project or specified part can be utilized for the purpose for which it is intended.

Successful Bidder - The lowest, responsible and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award.

Supplier - Any person or organization that supplies materials or equipment for the Work, including that fabricated to a special design.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work - All labor, materials, equipment, transportation, supervision, or other facilities, duties or incidentals necessary for execution and completion of the Project in compliance with the Contract Documents.

End of Section
SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS
CITY OF CHESAPEAKE

I. INVITATION FOR BIDS IFB# 98194

1. Long Form

PROJECT: GREAT BRIDGE BASCULE SPAN HYDRAULIC REPAIR
LOCATION: Chesapeake Virginia
DATE: Sunday, January 20, 2019

The CITY OF CHESAPEAKE, VIRGINIA will receive sealed Bids for the above titled Project at the office of the Procurement Administrator in the Purchasing Department, located at 5th Floor, City Hall Building, 306 Cedar Road, Chesapeake, Virginia 23322, until 2:00 p.m. local time on Thursday, February 21, 2019, at which time the Bids will be publicly opened and read aloud. Any Bids received after the specified time and date will not be considered.

A Non-Mandatory Site Visit will be held at 10 a.m. local time on Tuesday, February 5, 2019, at the bridge parking lot at the end of Basin Road.

Questions regarding this project must be submitted in writing via email to Keishla Perez, (kperez@cityofchesapeake.net), by 5:00 p.m., Tuesday, February 12, 2019.

The Work under this Project consists of furnishing all labor, material, equipment, and supplies to replace and repair the hydraulic hose system for the Great Bridge Bascule Span along Battlefield Blvd. (Rte. 168) over Atlantic Intercoastal Waterway.

Bid Documents may be examined at the offices of Department of Public Works, located at 3rd Floor, City Hall Building, 306 Cedar Road and have been provided to the following plan room services:

Norfolk Builder’s Exchange
1118 Azalea Garden Road
Norfolk, VA

Demand Star by Onvia
www.demandstar.com

eVA
https://eva.virginia.gov

Electronic copies of bid documents and drawings in PDF format are available for download on the Onvia Demandstar web site at www.demandstar.com or eVA’s website at http://eva.virginia.gov/. Please refer to City of Chesapeake website at http://www.cityofchesapeake.net/Government/City-Departments/Departments/Purchasing-and-Procurement/solicitations.htm for more information. It shall be the responsibility of the prospective bidder to monitor the City’s website for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the City along with the signed bid. The City will NOT accept faxed addenda.
Bid Documents may be obtained from the office of ______________________ upon a non-refundable payment of $ ____________ for each set of documents. Neither the Owner nor any of its representatives shall be responsible for full or partial sets of Contract Documents, including addenda, obtained from any other source. Requests for Bid Documents to be mailed to the Bidder shall be made in writing and accompanied by a non-refundable check in the amount of $ ____________. Checks shall be made payable to __________________________.

The Hampton Roads Planning District Commission’s Regional Construction Standards, Sixth Edition, June 2016, are hereby referenced and are part of the Bid Documents, except as may be modified by the Special Provisions of this Project or as may be shown by bold type for additions and strike-throughs for deletions. Copies of the Regional Construction Standards may be purchased at the offices of the HRPDC, 723 Woodlake Drive, Chesapeake, VA 23320 (Telephone 757-420-8300) or Executive Tower, Suite 1-C, 2101 Executive Drive, Hampton, VA 23666 (Telephone 757-262-0094). The latest edition of the Regional Construction Standards and Publication Updates may be downloaded at the HRPDC website http://www.hrpdcva.gov/Regional_Construction_Stnds/REGCONST_Home.asp

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

Bid Security in the amount of FIVE percent (5%) of the Bid shall be submitted with each Bid. Each Bidder shall submit a letter of certification from their surety that an Erosion and Sediment Control Surety Bond in the amount of $ ____________ will be issued if the Bidder is awarded the contract. See Section 107, paragraph 4.4.

A [MANDATORY/NON-MANDATORY] PRE-BID CONFERENCE will be held on ________________ at ________ a.m./p.m. local time at __________________________. (If mandatory, Bidders must be present at the start of meeting.)

Contractor registration in accordance with Title 2.2 Chapter 43, Code of Virginia is required. The Bidder shall include in its Bid the following notation: "Licensed Virginia Contractor No. ________." Withdrawal of Bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia, Chesapeake City Code Chapter 54, and the Contract Documents.

The Owner reserves the right to waive minor non-substantive informalities in the Bid, to reject any/or all Bids, to award any Bid in whole or in part and award the Bid considered to be in the best interest of the Owner. The Owner also reserves the right to negotiate with the lowest responsive, responsible Bidder should Bid exceed available funds by no more than 5%, in accordance with Chesapeake City Code Section 54-63(7).

The City of Chesapeake does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, faith-based organizations, color, national origin, age, disability or any other basis prohibited by state or federal law.

By: Department of Public Works
    City of Chesapeake, Virginia
2. Short Form

(This is an abbreviated version of the IFB intended for newspaper advertisement.)

CITY OF CHESAPEAKE
INVITATION FOR BIDS
IFB# 98194
GREAT BRIDGE BASCULE SPAN HYDRAULIC REPAIR

Project: Great Bridge Bascule Span Hydraulic Repair

Date: Sunday, January 20, 2019

Sealed bids are to be received at __________ (Physical Location) until __________ (Time, Day and Date) for the above titled Project.

The City of Chesapeake, Virginia will receive sealed bids for the above named project until 2:00 p.m. local time on Thursday, February 21, 2019 at the office of the Procurement Administrator in the Purchasing Department, 5th Floor, City Hall Building, 306 Cedar Road, Chesapeake, Virginia, 23322.

The Work under this Project consists of furnishing all labor, material, equipment, and supplies to replace and repair the hydraulic hose system for the Great Bridge Bascule Span along Battlefield Blvd. (Rte. 168) over Atlantic Intercoastal Waterway.

A Non-Mandatory Site Visit will be held at 10 a.m. local time on Tuesday, February 5, 2019, at the bridge parking lot at the end of Basin Road.

Electronic copies of bid documents and drawings in PDF format are available for download on the Onvia Demandstar website at www.demandstar.com or eVA’s website at http://eva.virginia.gov/. Please refer to City of Chesapeake website at http://www.cityofchesapeake.net/Government/City-Departments/Departments/Purchasing-and-Procurement/solicitations.htm for more information. It shall be the responsibility of the prospective bidder to monitor the City’s website for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the City along with the signed bid. The City will NOT accept faxed addenda.

The full Invitation For Bids is available at __________ (Owner’s Location) and the local office of __________ (Insert Plan Rooms) and the local office of __________ (Insert Plan Rooms).

Associated Bidding Documents are open to inspection as conditioned in the full Invitation For Bids, at the office of Department of Public Works, located on the 3rd Floor, City Hall Building, 306 Cedar Road. For additional information concerning this project, please contact in writing via email to Keishla Perez, (kperez@cityofchesapeake.net), by 5:00 p.m., Tuesday, February 12, 2019.
II. **INSTRUCTIONS TO BIDDERS**

1. **Bid Documents**

1.1. Complete sets of Bid Documents shall be used in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

1.2. The Owner, in making copies of the Bid Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer or license or grant permission for any other use.

1.3. The Special Provisions for this Project as set forth in Section 110 were prepared by Hardesty & Hanover and are dated ______________. Additional Special Provisions for this Project appear as modifications to the HRPDC *Regional Construction Standards* by strike-throughs for deletions and bold type for additions in Sections 100 through 109.

1.4. The Drawings for this Project, prepared by Hardesty & Hanover and dated August, 2018, are defined as follows:

<table>
<thead>
<tr>
<th>Sheet</th>
<th>Number</th>
<th>Drawing Title</th>
</tr>
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<tbody>
<tr>
<td>M-1</td>
<td>1 of 6</td>
<td>Bridge Elevation</td>
</tr>
<tr>
<td>M-2</td>
<td>2 of 6</td>
<td>Bascule Pier-Equipment Layout</td>
</tr>
<tr>
<td>M-3</td>
<td>3 of 6</td>
<td>Hose Replacement Details</td>
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<tr>
<td>M-4</td>
<td>4 of 6</td>
<td>Hydraulic Circuit Diagram</td>
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<td>M-5</td>
<td>5 of 6</td>
<td>Hose Replacement Details I</td>
</tr>
<tr>
<td>M-6</td>
<td>6 of 6</td>
<td>Hose Replacement Details II</td>
</tr>
</tbody>
</table>

2. **Examination of Contract Documents and Project Site.**

2.1. It is the responsibility of each Bidder before submitting a Bid:

A. to examine thoroughly the Bid Documents;

B. to visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

C. to study and carefully correlate the Bidder’s knowledge and observations with the Bid Documents and such other related data; and,

D. to promptly notify the Owner of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or field/site conditions.

2.2 Reference is made to Sections 104 III and 104 IV, for information relating to reports, explorations, underground facilities, and easements. On request, at the discretion of the Owner, the Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. The Bidder shall fill all holes and clean up and restore the site to its former condition, including reseeding and/or resodding.
any disturbed areas upon completion of such explorations, investigations, tests and studies, and hold the Owner harmless from any damage to property or injury to persons resulting from or arising out of such exploration, investigation, tests, and studies. The Bidder shall obtain and comply with all local and state permitting requirements.

3. Interpretations and Addenda.

3.1. No oral explanation in regard to the meaning of the Contract Documents will be made, and no oral instructions will be given before the award of the Work. Discrepancies, omissions or doubts as to the meaning of the Contract Documents shall be communicated in writing to the Owner for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their Bids. Any interpretation made will be in the form of an addendum to the Contract Documents, which will be forwarded to all known Bidders posted on the website http://www.cityofchesapeake.net/Government/City-Departments/Departments/Purchasing-and-Procurement/solicitations.htm, and its receipt shall be acknowledged on the Bid form. All questions shall be received no later than 5 days prior to the date for opening of Bids. See section 107-XVI for Clarification of Terms.

3.2. Addenda may also be issued to modify the Contract Documents.

3.3. Subsurface Exploration – Subsurface boring data may be included in the Appendix. The Bidder shall be responsible for conducting any further subsurface investigations that he deems necessary.

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

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


4.1. Each bid shall be accompanied by a Bidder’s bond issued by a company authorized and licensed to transact business as surety in the Commonwealth of Virginia, a certified check, or cash escrow, in an amount equal to not less than five (5) percent of the total amount of the bid, made payable to the City of Chesapeake, Virginia. Upon approval of the Owner’s attorney, in accordance with Section 2.2-4338, Code of Virginia, 1950, as amended, and with Section 54-64 of the Code of the City of Chesapeake, Virginia, as amended, a Bidder may furnish a personal bond, property bond, or bank or savings and loan association’s letter of credit on certain designated funds for the amount required for the Bid Security. The Bid Security shall be accompanied by a certified copy of the power of attorney for the surety attorney-in-fact. Said bid security shall be left with the Owner, subject to the conditions specified herein, as a guarantee of good faith on the part of the Bidder that if the bid is accepted, the Bidder shall execute the contract. If a certified check is offered as guarantee, it shall be made payable to ___________________________.
4.2. The Bid Security shall be returned to all except the three (3) lowest Bidders within ten (10) days after the date of Bid opening. The Bid Security will be returned to the three (3) lowest Bidders within five (5) days after the execution of an Agreement and Performance and Payment Bonds and Certificates of Insurance have been approved by the Owner. None of the three (3) lowest Bids shall be deemed rejected, notwithstanding acceptance of one of the Bids, until the Agreement has been executed by both the Owner and the Successful Bidder.

5. Liquidated Damages.

5.1. Provisions for liquidated damages are set forth in Section 108-X and in Section 102 III (Bid form).

6. Preparation of Bid.

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

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

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

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

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

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

6.7. It is understood and agreed that, in the event an Agreement is executed for the supplies, equipment or services included in the Bid, no indication of such sales or services to the Owner shall be used in any way in product literature or advertising without the written consent of the Owner.

7. Quantities and Unit Prices.

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

7.3 **Provisions for Bid Price Currency are set forth in Section 107-XXII.**

8. **General Equipment or Material Specification.**

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

8.1 The burden of proof as to the comparative quality and suitability of alternative equipment, articles or materials shall be upon the Bidder. The Bidder shall furnish at its own expense, such information relating thereto as may be required by the Owner. The Owner shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles or materials and the Owner's decisions shall be final. Any other brand, make or material, device or equipment which, in the opinion of the Owner is recognized to be the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be accepted. In the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Engineer or Owner. Samples, if requested by the Bidder, may be returned at the Bidder's expense.

8.2 If in the sole discretion of the Owner an item proposed by the Contractor does not qualify as an “or-equal” item it may be considered as a proposed substitute item. The Contractor shall furnish the Owner any such information as the Owner may request to evaluate the substitute item to include estimates of costs or credits, redesign, claims or schedule impacts, warranty or maintenance issues or payment of any license or royalty that could directly or indirectly result from acceptance of the substitute. Any cost or time impacts to the project schedule caused by the Contractor’s submission of a substitute shall be borne by the Contractor. Any costs incurred by the Owner or by the Owner’s Engineer in reviewing the suitability of the substitute item shall be borne by the Contractor. The Owner may refuse to accept a substitute unless an acceptable adjustment in the Contract Price is offered by the contractor.

9. **Proprietary Material and Equipment Specification.**

9.1 Where any item of equipment or material is specified by proprietary name, trade name, catalog reference, or name of one or more manufacturers, without the addition of such expressions as "or equal," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of the Specifications. This specific equipment shall form the basis of the Bid and be furnished under the Agreement. Where two or more items of equipment or material are named, the Contractor has the option to use either.
10. Additive/Alternate Bids (Not Applicable for this project) Award will be based on the lowest responsive and responsible Bid for base Bid only.

10.1. Additive Bids

Additive bids are those in addition to the base Bid items. Bidders shall submit additive bids on all items as shown on the Bid form. Award will be based on the lowest responsive and responsible bid for base Bid plus all additive bid items listed and in accordance with any criteria in the Special Provisions based on the total of the following bid form items in the order of priority listed below to provide the most features of work within the funds available at bid opening:

- Total of Base Bid + Additive Bid 1 (if any)
- Total of Base Bid

10.2 Alternate Bids

Alternate bid items are those where more than one type of improvement may be considered for a portion or all of the Work due to the character of the improvement and uncertainties which may be encountered during construction. If alternate Bids are requested for a portion of or all of the Work, Bidders shall submit alternate Bids for all alternate(s) the Bidder or its Subcontractor is qualified to perform. Award shall be based on the lowest responsive and responsible Bid for the base Bid plus the amount added or deleted for the alternate bid items selected by the Owner and in accordance with any criteria in the Special Provisions. The alternates selected shall be at the sole discretion and in the best interests of the Owner.

11. Submission of Bids.

11.1. Bids shall be submitted at the time and place indicated in the Invitation for Bids and shall be sealed, marked with the Project title and name and address of the Bidder, and accompanied by the bid guarantee and other required documents. If City Hall is officially closed to the public due to inclement weather conditions or other unforeseen events, bids and proposals will be due at the same time advertised on the next regular business day, and bid openings will be rescheduled to such time and date. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the Bid form will be considered in determining the final Bid amount.

11.2. When a license is required, the Bidder shall include in its Bid over the Bidder’s signature the following notation: “VIRGINIA LICENSED CONTRACTOR NO. ___________” (Ref. Title 2.2, Chapter 43, and Title 54.1, Chapter 11, Code of Virginia). It will be the responsibility of Bidder to see that its Bid is submitted to the Owner by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

11.3. When a license is required, the Bidder shall include in its Bid over the Bidder’s signature the following notation: “VIRGINIA LICENSED CONTRACTOR NO. ___________” (Ref. Title 2.2, Chapter 43, and Title 54.1, Chapter 11, Code of Virginia).
11.4. When a license is not so required and a person who is not the holder of a License enters a Bid, such person shall include in its Bid over the Bidder’s signature the following notation: "LICENSING NOT REQUIRED UNDER VIRGINIA STATE CODE."

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

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

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

11.8. The Bidder shall complete and submit the Litigation Disclosure form. A copy of the form is included in Section 102, IX in this section.

11.9. The Bidder shall complete and submit the State Corporation Commission Identification form. A copy of the form is included in Section 102, X in this section.

11.10. Provisions for AntiTrust, Ethics in Public Contracting and Mandatory Use of City forms are set forth in Section 107-XII, XIV, and XV.

12. Receipt and Opening of Bids.

12.1. Bids will be opened publicly at the time and place and under the conditions stated in the Invitation for Bids. The Owner's Representative whose duty it is to open Bids will decide when the specified time has arrived. The official time and date used in the receipt of the Bids is that time and date stamped by the Owner when the Bid is submitted. Date/time stamps marked after the designated time and date of receipt will not be considered. No responsibility will be attached to any such person for the premature opening of a Bid not properly addressed and identified. It is the responsibility of the Bidder to assure that the Bid is delivered to the designated place of receipt prior to the time set for the receipt of Bids. No Bid received after the time designated for receipt will be considered. If City Hall is officially closed to the public due to inclement weather conditions or other unforeseen events, bids and proposals will be due at the same time advertised on the next regular business day, and bid openings will be rescheduled to such time and date.

12.2. Bids will be opened and read aloud publicly.

13. Bids to Remain Subject to Acceptance.

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


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

14.2 In accordance with Section 2.2-4330(A)(i) of the Code of Virginia, as amended, and Section 54-63(6) of the Code of the City of Chesapeake, as amended, if the Bid price was substantially lower than the other Bids solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn and provided further the Bidder shall give notice in writing of his claim of right to withdraw within two (2) business days after the Bid opening, then the Bid may be withdrawn. The Bidder shall, within the following two (2) business days provide the subjective data required in this section to satisfy the Owner’s representative that the grounds for such withdrawal do exist.

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

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

14.5 If a Bid is withdrawn under the authority of this section, the remaining Bids shall be evaluated to determine the lowest responsive and responsible Bidder.

14.6 No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted.

14.7 If withdrawal of any Bid is denied, the Bidder shall be notified in writing stating the reasons for this decision. Any Bidder who desires to appeal a decision denying withdrawal of Bid shall, as sole remedy, institute legal action provided by Section 2.2-4358 and Section 2.2-4364(B), Code of Virginia, 1950, as amended, or Section 54-141 of the Code of the City Chesapeake, Virginia, as amended.

15. Evaluation of Bids.

15.1 In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, unit and lump sum prices, and additive/alternate bid items if requested in the Bid form.

15.2 The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work for which the identity of Subcontractors and other persons and organizations shall be submitted as specified in the Bid Documents.

15.3 The Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Bid Documents to the Owner's satisfaction within the prescribed time.
15.4. Bids will be based upon the estimated quantities shown in the Bid form. Bids will be compared on
the basis of a total computed price; arrived at by taking the sum of the estimated quantities of each
Bid Item, multiplied by the corresponding unit price bid, and any lump sum Bids on the individual
items. Discrepancies between the multiplication of units of work and unit prices will be resolved
in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and
the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words
and figures will be resolved in favor of words. The right to reject any or all Bids or to accept any
Bid considered of advantage to the Owner is reserved.

15.5 Unless all Bids are canceled or rejected, the Owner reserves the right granted by Section 2.2-4318
of the Code of Virginia and Section 54-63(7) of the Code of the City of Chesapeake, Virginia,
to negotiate with the lowest responsible, responsive Bidder to obtain a Contract Price within the
funds budgeted for the construction project. Negotiations with the lowest Bidder may include both
modification of the Contract Price and the Scope of Work/Specifications to be performed. The
Owner shall initiate such negotiations by Written Notice to the lowest responsible, responsive
Bidder that its Bid exceeds the available funds and that the Owner wishes to negotiate a lower
Contract Price. The Owner and the lowest responsive, responsible Bidder shall agree to the times,
places, and manner of negotiations. Provisions for Availability of Funds are set forth in Section
107-XI.

15.6 The acceptance of a Bid will be a notice in writing, signed by the Owner, and no other act shall
constitute the acceptance of a Bid.

15.7 The Owner reserves the right to waive minor informalities as defined in Virginia Code Section 2.2-
4301 in the Bid, to reject any/or all Bids, to award any Bid in whole or in part, and to award the
Bid considered to be in the best interest of the Owner. Provisions for Litigation with the City,
Prior Defaulted Contracts and Criminal Convictions are set forth in Section 107-XXIII, XXIV, and XXV.

16. Qualifications of Bidders and Subcontractors.

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

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

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

16.4 By submitting their Bid, Bidders certify that they are not now debarred by the Federal Government
or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from
submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of
any person or entity that is now so debarred.

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

16.6 Provisions for Anti-Trust, Advertising and E-Verify Program are set forth in Section 107-
XIV, XXVI, and XXVIII.

17. Sham or Collusive Bids.

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

17.2 The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended,
and Section 54-166 of the Code of the City of Chesapeake, Virginia, as amended, shall be
applicable to all contracts solicited or entered into by Owner. By submitting their Bids, all Bidders
certify that their Bids are made without collusion or fraud, and that they have not offered or received
any kickbacks or inducements from any other Bidder, Supplier, manufacturer or subcontractor in
connection with their Bid, and they have not conferred with any public employee having official
responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit
of money, services or anything of more than nominal value, present or promised, unless
consideration of substantially equal or greater value was exchanged.

18. Time of Essence

18.1 As the provisions hereof relating to the time for performance and completion of the Work are for
the purpose of enabling the Owner to proceed with the construction of public improvements in
accordance with pre-planned programs, such provisions are of the essence.


19.1 By submitting their proposal, Bidders/offerors certify that they do not, and will not during the
performance of this contract, employ illegal alien workers or otherwise violate the provisions of
19.2 All Bidders must submit a completed Certification of Compliance with Immigration Laws and Regulations form (See Section 102.VII) with their Bid.

20. **Notice of Required Disability Legislation Compliance**

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

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

Bids to be opened: Time: 2 p.m.,
Thursday, February 21, 2019

Work to be Completed in: 14 Days
Liquidated Damages: $600.00 per calendar day after time
for Completion has expired.

Performance Bond: 100%
Payment Bond: 100%
Bid Security: 5%

To: City Of Chesapeake, VA
Purchasing Division, 5th Floor
City Hall Building
306 Cedar Road
Chesapeake, Virginia 23322

A. BID PRICE

OPTION A - LUMP SUM BID

TOTAL BASE BID

(Please refer to “PROJECT-SPECIFIC PROVISIONS, DIVISION 50, BASCULE
SPAN HYDRAULIC REPAIRS” at the end of the bid documents)

OPTION B—UNIT PRICE BID (Not Used)

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of
comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities
provided, determined as provided in the Contract Documents. The prices quoted shall include without
exception all materials, supervision, labor, equipment, appliances, clean-up, incidental items, applicable
sales, use and other taxes, insurance, building permit or fees, and the Contractor's labor, overhead, profit,
mobilization and other mark-ups, and in full accordance with the Contract Documents. Include allowance
for waste where appropriate. The unit prices shall be maintained throughout the Contract Time. Unit prices
shall be used in determining additions or deductions from the total Contract Price in the event of changes
due to unforeseen conditions in the Work.
B. ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. __________________________ Dated: ______________.

Addendum No. __________________________ Dated: ______________.

Addendum No. __________________________ Dated: ______________.

C. We agree to enter into an Agreement with the City Of Chesapeake, Virginia within ten (10) days of the award of same to us for the price named in our Bid.

D. It is expressly agreed by us that the City Of Chesapeake, Virginia shall have the right to reject any and all Bids and to waive any minor non-substantive errors in the Bid and accept the Bid in the City Of Chesapeake’s best interests.

E. In default of the performance on our part of the conditions of Bid, our failure to enter into an Agreement with the City Of Chesapeake, Virginia, within the time above set, we herewith furnish a Bid Security in the amount of 5% of Total Bid Amount, which shall be absolutely forfeited to City Of Chesapeake, Virginia, but otherwise the said Bid Security shall be returned.

F. We agree to begin Work at any time we may be notified by the Owner, and complete all of the Work embraced in the Agreement within 14 Days.

G. [This applies to projects over $200,000 unless otherwise indicated]. If we elect to utilize the Escrow Account Procedure described in the provision of this bid if determined to be the successful low Bidder.

___________ (write "Yes" or "No").

___________ Bid total does not qualify for escrow account option

H. The undersigned has read all sections under "Instructions to Bidders."

I. By signing, each signatory acknowledges any strike-throughs contained herein, unless hand-written.

J. CONTRACTOR'S REGISTRATION, SCC NUMBER AND SIGNATURE

Registered Virginia Contractor Class and No. __________________________

Registration Expires __________________________

State Corporation Commission (SCC) Number (SEE Section 102. IX)

(NOTE: FAILURE TO INCLUDE CONTRACTOR’S REGISTRATION and SCC NUMBER ARE GROUNDS FOR REJECTION OF THE BID.)

Contractor __________________________ Signed __________________________

Date __________________________ Title __________________________

NOTE: If Bidder is a corporation, write state of incorporation under signature.
MAILING ADDRESS AND TELEPHONE/E-Mail/FAX NUMBER OF BIDDER:

__________________________________________________________
__________________________________________________________
__________________________________________________________
__________________________________________________________

(____) (____) [Telephone] E-mail________________________________; FAX____________________

IF CORPORATION, PROVIDE NAME AND MAILING ADDRESS AS REQUIRED BELOW.

PRESIDENT  SECRETARY  TREASURER

________________________  ________________________  ________________________

IF PARTNERSHIP, PROPRIETORSHIP, LIMITED LIABILITY COMPANY OR OTHER FIRM,
PROVIDE NAME AND MAILING ADDRESS OF EACH PARTNER, PROPRIETOR, OR MEMBER OF
FIRM.

________________________  ________________________  ________________________

________________________  ________________________  ________________________

________________________  ________________________  ________________________
City of Chesapeake, Virginia project: Great Bridge Bascule Span Hydraulic Repair

The Work under this Project consists of furnishing all labor, material, equipment, and supplies to replace and repair the hydraulic hose system for the Great Bridge Bascule Span along Battlefield Blvd. (Rte. 168) over Atlantic Intercoastal Waterway.

Bid Date: February 21, 2019

COMMONWEALTH OF VIRGINIA
City of Chesapeake

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid,_________________________ who having been first duly sworn according to law, did depose and aver as follows:

(a) That he/she is___________________________________________________________
    (Owner, Partner, President, etc.)
    of ______________________________________________________
    (insert name of Bidder)

(b) That he/she is personally familiar with the Bid of _________________________________
    (Insert Company Name)
    submitted in connection with the above captioned Owner’s project.

(c) That said Bid was formulated and submitted in good faith as the true bid of said Bidder.

1. In preparation and submission of this Bid, the Bidder did not either directly or indirectly, enter into any combination or agreement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman act (15 U.S.C. Section 1) or sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

2. The undersigned Bidder hereby certifies that neither this Bid nor any claim resulting therefrom, is the result of, or affected by, any act of collusion with, or any act of another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for or employed by the Owner has any personal interest in this Bid.

3. The undersigned hereby further agrees that upon request of the Owner, the records and books pertaining to this Bid will be voluntarily supplied, furnished, and released to the Owner.
4. The undersigned hereby further certifies that the Bidder has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with this bid. The undersigned also certifies that the Bidder has not made any false, fictitious or fraudulent statements or representations or made or used any false writing or documents knowing the same to contain any false, fictitious or fraudulent statement or entry in connection with this Bid.

5. The undersigned further agrees that the Bidder will comply with section 2.2-4374 of the Code of Virginia, 1950, as amended, and has not bought or purchased any equipment from any person employed by the Owner as an independent contractor to furnish architectural or engineering services for this Project, nor from any partnership, association or corporation in which such architect or engineer has a pecuniary interest.

6. The undersigned further agrees to inform and require compliance by the following persons and entities with this anti-collusion statement as a condition of payment: all subcontractors, consultants, subconsultants, or any person, corporation, or legal entities that provide or furnish labor, material, equipment, or Work related to this project.

7. All Covenants and Agreements made by the Contractor are made by it on behalf of the Contractor and its successors, personal representatives and assigns, the same as if they had been specifically named in each instance.

And further this deponent saith not.

________________________________________
Name of Company/Bidder

________________________________________
Title (Owner, Partner, President)

Subscribed and sworn to before me this ________ day of ______________________, 20____. He/she is personally known to me or has produced ________________________________ as evidence of identification.

Registration No: ______________ My commission expires: ______________ 20____.
IV. BID BOND

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

Signed, this _____day of ___________, 20__.

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

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

____________________
Principal

____________________
Surety

By: ______________________
   Attorney-in-Fact

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

102-26

Great Bridge Bascule Span Hydraulic Repair
City of Chesapeake, VA
V. QUESTIONNAIRE

The following questions shall be answered in full by the Bidder, and returned to the Owner within 72 hours.

1. Name of Company: __________________________________________________________
   Trade Name (if different from Company Name): _________________________________
   Principal Office Address: _____________________________________________________
   __________________________________________________________
   Telephone No(s.): __________________________________________________________
   Fax No(s.): ________________________________________________________________
   a. If a Corporation, answer the following:
      When Incorporated: _________________________________________________________
      In What State: ____________________________________________________________
      Names and Addresses of Directors: _________________________________________
      __________________________________________________________
      __________________________________________________________
      Names and Addresses of Shareholders: ______________________________________
      __________________________________________________________
      __________________________________________________________
   b. If an Unincorporated Organization, answer the following:
      Date of Organization: _____________________________________________________
      Names and Addresses of Owners or Members: _______________________________
      __________________________________________________________
      __________________________________________________________
      Type and State of Organization: _____________________________
   c. If a Partnership, state whether Partnership is General or Limited: _____________
      Names and Addresses of Owners or Partners:
      __________________________________________________________
      __________________________________________________________
      __________________________________________________________

2. a. How many years has this Bidder been in business as a Contractor under its present business name? ________________________________
b. What are prior names of this Bidder, if any? _____________________________________________

3. How many years’ experience in this type of construction work has this Bidder had:

   1) As a Contractor _______________  2) As a Subcontractor _______________

4. Provide a list of uncompleted Contracts at present held by this Bidder (attach supplemental sheet if necessary):

<table>
<thead>
<tr>
<th>Contract</th>
<th>Type of Work</th>
<th>Amount</th>
<th>Percentage Completed</th>
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5. List the Bidder’s crew foremen and supervisors proposed for this Project and their years of related experience:

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<tr>
<th>Name</th>
<th>Years of Experience</th>
<th>Dates of Employment with Bidder</th>
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6. What construction equipment does this Bidder own that is available for the proposed Work (attach supplemental sheet if necessary)?

   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________

7. Does this Bidder plan to subcontract any part of this Work? If so, list name, address, years experience, and type and amount of work to be performed by each subcontractor:

   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________
8. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this Bidder during the past three years (attach supplemental sheet if necessary).

(The term "completed" means accepted and final payment received from the Owner or authorized representative).

<table>
<thead>
<tr>
<th>Location &amp; Type of Work</th>
<th>Owner's Name/Address</th>
<th>Contact Person (Name and Telephone)</th>
<th>Date Completed</th>
<th>Contract Price</th>
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9. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under 8, this question need not be completed).

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

10. a. Has this Bidder ever failed to complete any work awarded to it? __________ If yes, give name of Owner, name of Bonding Company and circumstances:

______________________________________________________________________________
b. Is this Bidder debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county?

Yes ______ No ______ If yes, please provide details:

________________________________________________________________________

________________________________________________________________________

c. Has this Bidder ever had any judgements entered against it for the breach of contract for construction? ______ If yes, please provide details:

________________________________________________________________________

________________________________________________________________________

d. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if necessary).

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

11. State approximate largest dollar volume of work performed by this Bidder in one year:

________________________________________________________________________

12. Give two (2) Banking Institution References:

a. Name: _______________________________________________________________
   Address: _____________________________________________________________
   Credit Available: _____________________________________________________

b. Name: _______________________________________________________________
   Address: _____________________________________________________________
   Credit Available: _____________________________________________________
13. List three material suppliers and amount of credit available:

_________________________________  __________________________________

_________________________________  __________________________________

_________________________________  __________________________________

14. List insurance coverage and amount (or attach certificate of insurance):

_________________________________  __________________________________

Liability-Property

_________________________________  __________________________________

Liability-Personal Injury

_________________________________  __________________________________

Vehicle and Equipment

_________________________________  __________________________________

Other - Identify

15. Bonding reference - List surety company and highest coverage:

_________________________________________________________________________

16.

17. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Bid Documents?

_________________________________________________________________________________

_________________________________________________________________________________

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the Owner in verification of this statement of contractor's qualifications. Also, if it is the apparent low Bidder, the undersigned hereby agrees to furnish the Owner upon request, a complete and current financial statement:

Contractor: _________________________________________________________________

By: ________________________________________________________________

Title: ______________________  Date: __________________
VI. CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

_________________________________
Name of Official

_________________________________
Title

_________________________________
Firm or Corporation

_________________________________
Date
## VII. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

### CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 2.2-4311.1 of the Code of Virginia every public body to provide in every written contract that the Contractor does not, and shall not, during the performance of the contract knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. — Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. A copy of the fully executed certification may be attached if an original certification is on file with Procurement for the current fiscal year.

*Type or print legibly when completing this form.*

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

2. **Type of Business Entity:**
   - A. Sole proprietorship (Provide full name and address of owner):
   - B. Limited Partnership (Provide full name and address of all partners):
   - C. General Partnership (Provide full name and address of all partners):
   - D. Limited Liability Company (Provide full name and address of all managing members):
E. Corporation (Provide full name and address of all officers):  
3. Doing Business As:  
If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:

5. Physical Business Address:

6. Primary Correspondence Address (If different from physical address):

7. Number of Employees:

8. Are all Employees Who Work in the United States Eligible for Employment in the United States?  
   Yes_______  
   No_______

Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.
Sworn this ___ day of _____________, 201__ on behalf of __________________ as evidenced by the following signature and seal:

Name of Contractor/Vendor: _________________________________

Printed Name of Signatory: _________________________________

Signature: _________________________________

Date: _________________

STATE OF ________________________:
CITY / COUNTY OF ________________________, to-wit:
The foregoing instrument was acknowledged before me this ___ day of _____________, 201__, by _______________________. He/She □ is personally known to me or □ has produced _________________________________ as identification.

________________________
Notary Public

Registration No.: ______________________

My commission expires: ______________
VIII. SAFETY CERTIFICATION FORM

Project Title: ________________________________

Contract No.: ______________________________

Name of Firm: ______________________________

Project Safety Responsibility (Name): ______________

Telephone Number: ______________________________

Cell Number: ______________________________

Email: ______________________________

Emergency Contact (Name): ______________________________

Contract No.: ______________________________

Telephone Number: ______________________________

Cell Number: ______________________________

Email: ______________________________

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

By: ______________________________

(Type Name and Title)

(Signature) (Date)
IX. LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, “you” means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?
   Yes □ No □

2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated (for cause from any work being performed for the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?
   Yes □ No □

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?
   Yes □ No □

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?
   Yes □ No □

If you answered “Yes” to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.
X. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

AUTHORIZED TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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 must indicate by selecting one of the following reasons why the bidder or offeror is not required to be so authorized:

☐ is a corporation or other business entity with the following SCC identification number:

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -

☐ 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 bidder 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) -

☐ 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 bidder’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.

☐ If the business entity has 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 bids (The City of Chesapeake reserves the right to determine in its sole discretion whether to allow such waiver).

End of Section
SECTION 103
AWARD AND EXECUTION OF AGREEMENT

I. AWARD AND EXECUTION OF AGREEMENT

1. Notice of Award.

1.1. A Notice of Award will be issued by the Owner, or the Bids rejected as soon as reasonably possible, but no later than 90 Days after the date of the opening of Bids. The Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date, or extend the acceptance period an additional 90 days with the consent of the apparent low bidder and surety.

1.2. The Owner reserves the right to waive any minor informalities, to reject any and all Bids in whole or in part, and may advertise for new Bids if, in its judgment, the best interests of the Owner will be served.

1.3 At the time of the issuance of the Notice of Award, the Owner shall publicly post an announcement of the award on/at http://www.cityofchesapeake.net/Government/City-Departments/Departments/Purchasing-and-Procurement/solicitations.htm

2. Signing of Agreement.

2.1. When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by 4 original copies of the Agreement, with all other written Contract Documents attached. Within 10 Days thereafter the Contractor shall sign and deliver all the original copies of the Agreement and attached documents to the Owner with the required Bid Security, Certificate of Insurance and Safety Certification Form. Within 30 Days thereafter the Owner shall deliver one fully signed copy to the Contractor.

2.2. If the Successful Bidder fails to execute the Agreement within the time specified, the amount of Bid Security shall be paid to the Owner. In such case the Owner, at its discretion, may award the Work to the second Successful Bidder, or reject all Bids.


3.1. The Successful Bidder shall execute and provide to the Owner, within 10 Days following Notice of Award, Performance and Payment Bonds with surety in an amount equal to 100% of the accepted Bid. The sureties of all Bonds shall be of such surety company or companies as are approved by the Owner and are authorized to transact business in the Commonwealth of Virginia. If the execution is by an attorney-in-fact, a power of attorney evidencing the authority of such attorney shall be attached to the Bond. Such power of attorney shall bear the same date as the Bond to which it is attached.

3.2. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws and Regulations and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U. S. Treasury Department.

3.3. Performance and Payment Bonds shall remain in full force during the warranty period defined in Section 107, VII.
4. **Contractor’s Insurance.**

4.1. The Contractor shall provide and keep in full force and affect during the performance of the Work the kinds and amounts of insurance specified in Section 4.3 below and shall comply with all other provisions of this Section. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia (to the extent that the Commonwealth licenses each of the specific lines of insurance required herein), and regulated by the Virginia Bureau of Insurance. To the extent that the Commonwealth does not license a specific line of insurance required herein, the company providing that type of coverage shall be authorized to do business in the Commonwealth and regulated by the Virginia Bureau of Insurance. All premiums and other costs of such insurance shall be paid by the Contractor. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the Work includes the premiums and other such costs of such insurance, and the Owner shall not be responsible therefore. Prior to the Owner’s execution of the Contract, the Contractor shall furnish a certificate(s) of insurance evidencing the coverages required below in Section 4.2. **Each insurance policy and certificate of insurance shall be signed by duly authorized representatives of such insurance companies in the State and shall be countersigned by duly authorized agents of such companies.** The Contractor shall not be required to furnish the Owner with copies of the insurance contracts required by this Section unless requested from time to time by the Owner; **but the Contractor shall provide on forms furnished by the Insurance Company or Owner a Certificate of Insurance issued by such Insurance Companies, in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance; (provided, however, that in no event shall the insurance contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia) and that it will not be canceled unless at least thirty days' prior written Notice to the effect is given to the Owner, anything in such insurance contract to the contrary notwithstanding, and that the insurance contract has been endorsed accordingly.**

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

4.2. **The Contractor shall provide the certificate of insurance to the Owner within 10 Days following the Notice of Award.**

4.3. **Insurance Requirements:**

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

1. **Workers Compensation and Employers Liability**
   - Coverage A - Statutory
   - Coverage B - $100,000/$100,000/$500,000
A broad form of all states endorsement shall be attached.

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

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

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

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

Limit of Liability - $2,000,000 Per Occurrence

$6,000,000 Aggregate


Limit of Liability - $5,000,000 Per Occurrence per location

$5,000,000 Aggregate

(5) Builder’s Risk Insurance.

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

B. The Contractor shall be responsible for securing the Work site and shall assume all risk for vandalism or other damage that may occur, to project components, during construction.

C. The Owner shall be named as an additional insured on the Commercial General Liability per ISO 2010 on a primary basis unless the policy language includes the Owner as an additional insured. The Contractor shall obtain a waiver of subrogation from its insurers on Worker’s Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. Owner’s Commercial General Liability shall not contribute in any loss payment insured under the Contractor’s Commercial General Liability policy.

D. Contingent liability and property damage insurance to protect the Owner (or his employees and agents, including the Engineer) shall be provided by endorsements to general liability or property damage policies. All aforesaid policies shall be endorsed to provide that the insurance company shall notify the Owner if policies are to be terminated or altered during the life of the contract.
E. The General Liability insurance shall carry a contractual liability endorsement covering the hold harmless agreements contained in the Owner standard contract and the certificates filed with the Owner shall show that the contractual liability coverage has been obtained.

F. Insurance coverage for personal injury and property damage, including insurance on vehicles and equipment, shall be in the same company.

G. The Contractor shall also be required to submit to the Owner evidence of insurance coverage or self-insurance for all claims arising under the Worker’s Compensation Laws of the State of Virginia.

H. To the fullest extent permitted by Law or Regulation, the Contractor shall indemnify and hold harmless the Owner, and the Owner’s officers, agents, employees, and other representatives, against any liability, loss or expense (including the loss of use of the Project), due to any act or omission of Contractor or any of their Subcontractors or of any of their respective employees in connection with the Work of the Contractor, except to the extent such liability, loss, or expense is excused by or results solely from the negligence of the owners, it’s agents, or employers.

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

5. **Safety Certification Form**

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

A. The name and phone number of the individual who will be responsible to ensuring all applicable safety procedures are followed and personal protective equipment is used on the project site.

B. The name and phone number of the individual who should be contacted in the event of an emergency.

C. The Safety Certification Form is included in the Section 102.VIII.
NOTICE OF AWARD (IFB No. 98194)

TO: _____________________________________________________________
    _____________________________________________________________
    _____________________________________________________________
    _____________________________________________________________

PROJECT TITLE: Great Bridge Bascule Span Hydraulic Repair

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids dated January 20, 2019, and Instructions to Bidders. You are hereby notified that your Bid has been accepted for the Work (Base Bid and the following selected Additive Bid Items (if any): _________________________) in the amount of $______________.

You are required by the terms of the Bid Documents to fully execute and return three (3) copies of the Agreement along with the required Contractor’s Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) Days from the date of this Notice of Award.

If you fail to execute the Agreement and to furnish said Bonds and Certificate of Insurance within ten (10) Days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of ________________, 20__. 

CITY OF CHESAPEAKE, VIRGINIA                             CONTRACTOR

_________________________                         __________________________
Owner                                                      Contractor

By: __________________________                             By: _______________________
Name                                                      Name

Title: __________________________                             Title: _______________________

Great Bridge Bascule Span Hydraulic Repair
City of Chesapeake, VA
III. AGREEMENT (IFB No. 98194)

This AGREEMENT, dated this ______ day of ______________, 20__, by and between The City of Chesapeake, Virginia, hereinafter called the Owner; and

(a corporation or an unincorporated organization organized and existing under the laws of the State of _____________ or, an individual trading under the above name) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

A. Scope of Work

The Contractor shall perform all required Work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of the Great Bridge Bascule Span Hydraulic Repair project all in strict accordance with the Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said Work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

The scope of work includes the work required by the Base Bid and does not include any Additive Bid Item, unless otherwise specified in the Notice of Intent to Award.

B. Engineer

This Project has been designed by the City of Chesapeake Department of Public Works who is hereinafter called the Engineer and who is to act as the Owner’s Representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. In the event the Owner should not require the services of the Engineer for any or all parts of the project, the power, duties, and responsibilities conferred hereto to the Engineer shall be construed to be those of the Owner or its authorized representative.

Wherever references are made in these Bid Documents to the Virginia Department of Transportation (VDOT) specifications, unless otherwise noted, references in the VDOT specifications to “State”, “Chief Engineer”, or “Department”, shall be interpreted as referring to the Owner.

C. Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of Substantial Completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall
be replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner’s rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

D. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.

The Contract Price is ________________________________ ($____________) based upon unit and/or lump sum prices extended as herein contained.

Change Orders that individually or in aggregate increase the Contract Price by the greater of $10,000 or more than 25% of the above stated Contract Price are subject to City Code Section 54-71, must be approved by the locality’s governing body prior to the performance of the Work by the Contractor.

E. Payments

The Owner will pay the Contract Price to the Contractor in the manner and at such times as set forth in Section 109 of the Hampton Roads Planning District Commission Regional Construction Standards, Fifth Edition, as referenced in Section I. below and as specifically revised for this Project.

F. Time

The undersigned Contractor agrees to commence Work within thirty (30) Days after the date of Notice to Proceed and further agrees to substantially Complete all Work under this Agreement within 14 Days from the date of the Notice to Proceed, and to reach Final Completion of all Work under this Agreement within ____ Days from the date of the Notice to Proceed.

G. Applicable Law/Compliance

(1) Applicable Law

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(2) Compliance with all Laws

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this Agreement prior to the initiation of Work. [If the Contractor is a corporation] Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall
at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract Work.

(3) Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in the City of Chesapeake, Virginia.

(4) Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any clean up activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this Agreement or related activities, shall be paid by the Contractor.


(a) Employment discrimination by Contractor shall be prohibited. During the performance of this Agreement, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
(ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.

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

(iv) Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

(b) During the performance of this Agreement, Contractor agrees as follows:

(i) Contractor will provide a drug-free workplace for Contractor’s employees.

(ii) Contractor will 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 Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(iii) Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

(iv) Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

(v) For the purposes of this section, “Drug-free workplace” means a site for the performance of Work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.”

H. Liquidated Damages

The damage and loss to the Owner resulting from failure of the Contractor to complete the Work within the time specified in this Agreement, plus any extension of time granted, shall be stipulated in Section 108.X, and Section 102.III, Bid form. Damage monies may be withheld on partial and final payment to the Contractor. (See Section 102.III Bid form and Section 108.X for explanation and specified dollar amounts.)

I. Component Parts of the Contract

This Agreement includes all completed components of the Bid and Contract Documents as defined in Section 101 of the HRPDC Regional Construction Standards (Latest Edition indicated in the Invitation For Bids), as revised for this Project all of which are incorporated herein by reference.
J. Binding

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

K. Changes to the Agreement

No provision of this Agreement shall be changed, amended, modified, waived, or discharged except as agreed to in writing by the Owner and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and first above written in three (3) counterparts each of which shall for all purposes be deemed an original.

OWNER

CITY OF CHESAPEAKE, VIRGINIA

Owner

By: ______________________________
Name
Title: ____________________________
Attest: __________________________
Address: _________________________
________________________________
________________________________
Contractor’s Registration No.: ____________
(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

[Corporate Seal]

CONTRACTOR

By: ______________________________
Name
Title: ____________________________
Attest: __________________________
Address: _________________________
________________________________
________________________________

APPROVED AS TO FORM:

_____________________________
City Attorney’s Office
IV. PERFORMANCE BOND

Bond No.________________

Amount: $_______________

KNOW ALL PERSONS BY THESE PRESENTS, that ______________________________________
______________________________________________________________
of __________________________________________________

______________________, hereinafter called the Contractor and __________________________ of _____________________
a corporation duly organized and existing under and by virtue of the laws of the State of __________, hereinafter called the
Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held

and firmly bound unto the City of Chesapeake, Virginia as Owner, in the sum of __________________________
___________________________________________________________dollars ($__________), lawful money of the
United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the
Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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

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

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

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having
performed Owner’s obligations thereunder, the Owner shall have the right, at its option, to require the Surety
to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

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

CONTRACTOR

________________________________________________________________________

By:__________________________________(Seal)
Name:______________________________
Title:_____________________________

Attest

SURETY

________________________________________________________________________

By:__________________________________(Seal)

Attest

APPROVED AS TO FORM: ______________________, 20___

________________________________ City Attorney’s Office

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

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

Bond No.________________
Amount: $____________

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner
dated ___________________, 20___, for _____________________________________________
____________________________________________________________________________________
__________________________________________________________________

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

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

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

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

_________________________________
By:__________________________(Seal)
Name:________________________
Title:_________________________

Attest

SURETY

__________________________________
By:__________________________(Seal)

Attest

APPROVED AS TO FORM: ________________, 20____

_________________________City Attorney’s Office

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

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

TO: DATE:

PROJECT: Great Bridge Bascule Span Hydraulic Repair
IFB# 98194

You are hereby notified to commence Work in accordance with the Agreement dated MONTH DAY, 2019, on or before (DATE), 2019, and you are to substantially complete the Work within 14 Days thereafter. The date of Final Completion of all Work is therefore (DATE), 2018.

Liquidated damages as stipulated in the Bid form, in the amount of $600 per Day for failure of the Contractor to substantially complete the Work by the date for Substantial Completion, and $_____ per Day for failure to complete the Work by the date for Final Completion, will be assessed by the Owner as stated above or as may be modified by duly executed Change Orders.

OWNER: City of Chesapeake, Virginia

BY: ______________________________
 Typed Name

TITLE: Project Manager

ACCEPTANCE OF NOTICE:

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

____________________________________

this the _________ day of

_______________, 20___

CONTRACTOR:________________________

BY: ______________________________

TITLE: ______________________________
VII. NOTICE OF INTENT TO AWARD

TO: ________________________________________________________________

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

PROJECT TITLE: Great Bridge Bascule Span Hydraulic Repair IFB# 98194

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

The Owner has considered all the Bids submitted for the above described Work in response to its Invitation for Bids dated January 20, 2019, and Instructions to Bidders.

This is to advise that the Owner intends to award the contract for this Work (Base Bid and the following selected Additive Bid Items (if any): _________________________) to ________________________.

Dated this _____ day of ____________, 20___.

OWNER

City of Chesapeake, Virginia

Owner

By: ________________________________

Name

Title: ________________________________
VIII. ESCROW AGREEMENT (IFB No. 98194)

THIS ESCROW AGREEMENT, made and entered into this_________ day of ______________, 20__, by, between and among the City of Chesapeake, Virginia (Owner) and
_________________________________ (Contractor), and_______________________________ (Bank), a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth and ___________________________ (Surety), provides:

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

5.2. In order to assure full and satisfactory performance by the Contractor of its obligations under the Agreement, the Owner is entitled to retain certain amounts otherwise due the Contractor, known as retainage. The Contractor has, with the approval of the Owner, elected to have such retainage held in escrow by the Bank. This document sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of the Agreement or any other instrument or agreement between the Owner and the Contractor.

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

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

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

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

A. Unites States Treasury Bonds, United States Treasury Notes, Unites States Treasury Certificates of Indebtedness or United States Treasury Bills;

B. Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States.

C. Bonds or notes of the Commonwealth of Virginia;

   a. Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor’s or Moody’s Investors Service rating of at
least “A”; and,

E. Certificates of deposit issued by commercial banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.

F. Any bonds, notes, or other evidences of indebtedness listed in Paragraphs A through C may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than $25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

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

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

Upon receipt of a direction signed by either the chief administrative or the chief financial official on behalf of the Owner, the Bank shall pay and deliver the principal of the fund, or any specified portion thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

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

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

5.8. The net income earned and received upon the principal of the escrow fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank’s fee or any other costs of administration such income shall be deemed a part of the principal of the fund. All income earned shall be reported by the Bank to the Internal Revenue Service and other taxing authorities on the Contractor’s Tax. I.D. Number, except for interest withdrawn by the Owner pursuant to paragraph IV.
5.9. The Surety undertakes no obligation hereby but joins in the escrow Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor’s performance of the Agreement are not affected hereby. WITNESS the following signatures, all as of the day and year first above written.

OWNER:

City of Chesapeake, Virginia  
Name of Owner

By: ________________________________  
Name

______________________________  
Title

CONTRACTOR:

______________________________  
Name of Contractor

______________________________  
Contractor’s Tax I.D. Number

By: ________________________________  
Officer, Partner, or Owner

BANK:

______________________________  
Name of Bank

______________________________  
Mailing Address for Payments

______________________________  
Account Number

By: ________________________________  
President/Vice-President

SURETY:

______________________________  
Name of Surety

By ________________________________  
Attorney-in-Fact

End of Section
SECTION 104
SCOPE OF WORK

I. INTENT OF AGREEMENT

1.1. The intent of the Agreement is to provide for completion of the Work specified therein.

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

II. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

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

III. EXPLORATIONS AND REPORTS

3.1. Reference is made to the Special Provisions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Owner in preparation of the Contract Documents.

3.2. The Contractor shall visit the site of the proposed Work and make such explorations as the Contractor determines to be necessary.

IV. UNDERGROUND FACILITIES

4.1. 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 Owner or Engineer by the owners of such Underground Facilities or by others.

4.2. The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information and data. The Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owner’s of such Underground Facilities during construction, for the safety and protection of said facilities, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Base Bid.

4.3. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby, identify and immediately notify the owner of such Underground Facility and give written Notice thereof to that owner and to the Owner. The Owner will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During
such time the Contractor shall be responsible for the safety and protection of any such Underground Facility which is in service or which is to be placed in service. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility in service or which is to be placed in service, which directly and unavoidably impacts the installation of the Work, that was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of.

4.4. If the existence of an Underground Facility described above unavoidably impacts the installation of the Work, the Contractor shall, to the fullest extent possible, continue the Work on other portions of the site. All delays must be shown by the Contractor to be directly attributable to said unforeseen conditions and limited to the time actually occasioned by such unforeseen conditions, and that the Contractor has prosecuted the other portions of the Work to the fullest extent possible.

4.5. The Contractor shall comply with the Underground Utility Damage Prevention Act, Section 56-265.14 through 56-265.32, Code of Virginia of 1950, as enacted and amended, and shall be responsible for notifying the owners of utilities and requesting the locating and marking of all underground facilities before beginning any excavation.

4.6. The Contractor should be aware that in some instances buried cables, gas lines, sewer lines, and water lines 2-inches and smaller in diameter may have to be excavated by hand and slightly relocated to facilitate construction of the Work under this Agreement. This shall be considered incidental to the Work, and the Contractor will not be eligible for additional compensation.

4.7. At points where the Contractor’s operations are adjacent to the properties of any utility, including railroads, and damage to which might result in considerable expense, loss, or inconvenience, Work shall not commence until arrangements necessary for the protection thereof have been completed.

4.8. The Contractor shall cooperate with owners of utility lines so that removal and adjustment operations may progress in a reasonable manner, duplication of adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

4.9. If any utility service is interrupted as a result of accidental breakage or of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until service is restored. The Contractor shall be responsible for any damage to utilities that are attributable to his neglect or methods of performing the Work.

V. SUBSURFACE CONDITIONS

5.1. The Contractor shall promptly, and if possible, before such conditions are disturbed, except in the event of an emergency, notify the Owner by written Notice of:

   A. subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

   B. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

5.2. The Owner shall promptly investigate the conditions, and if it is confirmed that such conditions do so
materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Agreement shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required written Notice; provided that the Owner may, if the facts so justify, consider and adjust any such claims asserted before the date of final payment.

5.3 All required written Notices shall be submitted to the Owner within 20 Days after occurrence of the event giving rise to such claim, or within 20 Days after the claimant recognizes the condition, whichever is later.

VI. SITE SECURITY

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

VII. CLEAN-UP, DISPOSAL AND RESTORATION

7.1. The Contractor shall maintain the site of the project in an orderly and clean condition and shall at intervals of no more than three (3) working days and at its expense, remove and legally dispose of accumulations of rubbish or refuse materials, surplus concrete, mortar and excavated materials not required or suitable for backfill from public and private property and rights-of-way. Washings from concrete mixers or mixing boxes shall not be deposited directly or indirectly in the drainage or sewer system or on paved streets. The Contractor shall keep the site, inclusive of vehicular and pedestrian traffic routes through the site, free of dirt and dust by periodic blading, power brooming, watering or other approved means. Road surfaces adjacent to the Work area shall be cleaned of soil with mechanical brooms or other approved methods at the end of each working day. Road shoulders and driveways shall be stabilized so as to allow traffic flow (including mail and paper delivery vehicles, school buses and emergency vehicles) by the end of each working day.

7.2. The Contractor shall confine all equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

7.3. The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall any part of the Work be subjected to stresses or pressures that will endanger it.

7.4. Upon completion and before final acceptance of the Work performed under the Agreement, the Contractor shall remove and legally dispose of all rubbish, surplus or discarded materials, false work, forms, temporary structures, field offices, signs, temporary erosion and siltation control measures, and equipment and machinery, and shall leave the site and ground occupied in connection with the performance of the Work in the conditions existing before the Work was started, to the satisfaction of the Owner.

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

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

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

End of Section
SECTION 105
CONTROL OF WORK

I. REUSE OF CONTRACT DOCUMENTS

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

II. COPIES OF CONTRACT DOCUMENTS

2.1. The Owner will furnish to the Contractor up to three (3) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

III. CONTRACT DOCUMENTS


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

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

IV. SHOP DRAWINGS AND SUBMITTALS

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

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

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

1. If it appears to the Owner that the Shop Drawings submitted by the Contractor have not been properly checked, even though the Contractor’s approval has been noted thereon, Owner may return such submission to the Contractor unchecked.

2. Markings, written or otherwise, made by the Contractor or by his suppliers or manufacturers must be made on the Submittal in a color other than red. RED is reserved for the exclusive use of the reviewer in marking Submittals.

4.4. The Contractor shall submit four (4) copies, plus the number of copies desired to be returned, of Shop Drawings or submittals that are required by Section 105 or the Special Provisions. Each submission shall be accompanied by letter of transmittal in duplicate, listing the contents of the submission and identifying each item by reference to specification section or Drawing. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Owner the materials and equipment the Contractor proposes to provide. Digital Shop Drawing submittals may be made when acceptable to the Owner and all provisions in this section are satisfied.

4.5. The Contractor shall also submit samples to the Owner for review and approval in accordance with the accepted schedule of submittals. Each sample shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as the Owner may require for review. The review of a separate item or sample will not indicate approval of any assembly in which the separate item or sample functions.

4.6. The Contractor is responsible for submitting all Shop Drawings and schedules in a timely manner to avoid delaying the Work. The Owner shall within 21 Days after receipt, return Shop Drawings and schedules to the Contractor indicating approval or disapproval.

4.7. Review and/or approval of Shop Drawings will be for general conformance with the Contract Documents and shall not relieve the Contractor from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not be construed as permitting any departure from the Project requirements, authorization of any increase in price, or approval of departures from additional details or instructions previously furnished by the Owner.

4.8. Before submitting each Shop Drawing or sample, the Contractor shall have determined and verified:

A. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

B. All materials with respect to the intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

C. All information relative to the Contractor’s sole responsibility in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and progress incident thereto.
4.9. Each Shop Drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied Contractor’s obligation under the Contract Documents with respect to the Contractor’s review and approval of that submission. The Contractor’s Shop Drawing stamp shall be as follows (or as otherwise approved by the Owner and Engineer):

City of Chesapeake, Virginia
Great Bridge Bascule Span Hydraulic Repair  IFB# 98194

Shop Drawing No.: _________________________________________

Specification Section: ______________________________________

With respect to this Shop Drawing or Sample, I have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated this Shop Drawing or Sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

_____ No variation from Contract Documents

_____ Variation from Contract Documents as shown

(Contractor’s Name and Address)

By: _____________________________________________________

Date: _________________________

4.10. The Engineer will review and approve or disapprove or return as incomplete Shop Drawings and samples in accordance with the schedule of submittals submissions accepted by the Engineer. The Engineer’s review and approval or disapproval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The Contractor shall make corrections required by the Engineer, and shall return the requested number of copies of Shop Drawings and samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. Upon approval, two marked copies will be returned to the Contractor.

4.11. No progress payments will be made to the Contractor until the schedules are submitted to and acceptable to the Engineer. The progress schedule shall be acceptable to the Engineer as being the Contractor’s schedule for the orderly progression of the Work to completion within any specified Contract Times, but such acceptance will neither impose on the Engineer responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the Contractor from the Contractor’s full responsibility therefor.

4.12. The Engineer will record time required by the Engineer or Engineer’s consultants for excessive submittal review occasioned by the Contractor’s re-submission, in excess of one re-submission of a required submittal, caused by unverified, unchecked or un-reviewed, incomplete, inaccurate or erroneous, or nonconforming submittals. The Engineer's costs will be an estimated average billing rate for labor plus related expenses and shall be paid by the Contractor upon terms satisfactory to the Owner.
4.13. Within ten (10) Days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer for approval a schedule listing the manufacturer of the items of equipment and materials proposed for the construction. Following approval of the schedule, no changes in material or equipment from those listed will be allowed except in unusual or extenuating circumstances. When such circumstances arise, the Contractor shall request, in writing, the Owner’s approval of the proposed change, stating the circumstances necessitating such a change. The intent of this schedule is to name the manufacturers of material specified by a product standard and to designate which manufacturer will be used when more than one has been named for an item. The schedule shall not be interpreted as allowing any change from base Bid items or those substitute items offered with the Bid and accepted in the Agreement.

4.14. Submittals shall be made in logical groupings representing all submittals from a technical specification section and/or, where appropriate, related section(s). Shop drawing submissions lacking all required submittals under a technical specification section(s) will be returned without review.

4.15. The approval of Shop Drawings shall not relieve the Contractor from the responsibility for proper fittings and construction of the Work nor from furnishing materials and work required by the Contract which may not be indicated on the Shop Drawings when approved.

4.16. Where a Shop Drawing or sample is required by the Specifications, and related work is performed prior to the Owner’s review and approval of the pertinent submission, such work will be the sole responsibility of the Contractor. Owner shall have the right to inspect any such Work, but failure of Owner to inspect such Work shall not be deemed an acceptance by the Owner.

4.17. In proposing alternate materials or construction methods or in requesting Owner determination of alternate materials, submittals must clearly demonstrate that the proposed alternate items clearly meet, in all respects, the requirements of the Contract Documents, design intent of the Project. The burden of proof in all such determinations is up to the Contractor and the Owner’s determination is un-reviewable and final. All such proposals count as submittals in determining the cost of additional reviews in accordance with paragraph 4.12 above.

4.18. Manufacturer’s Certificates

   A. The Contractor shall furnish at the time of submitting Shop Drawings the manufacturer’s certificates for items of equipment and products in the various sections of these Specifications.

   B. The manufacturer’s warranty and certification submitted for equipment, a product, or component of a product shall indicate that the manufacturer has examined the Contract Documents and the equipment, product or component of a product provided will meet the performance criteria and conforms in all respects to the requirements of the Contract Documents.

   C. A statement originating from the Contractor, or any of his Subcontractors, suppliers, or any other agent, which merely indicates that a particular item of equipment, product, or component of a product, meets the requirements of the Contract Documents, shall not be considered a certificate. Any such submittal made in this manner will not be approved and the corresponding equipment, product, or component of a product, shall not be approved.
V. RECORD DRAWINGS

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

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

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

A. Size, horizontal and vertical location of all existing utilities uncovered during the course of the Work. This shall include telephone cables and conduits, TV cables and conduits, electrical cables and conduits, gas lines, water line, sewer force mains, sanitary sewers, storm sewers and the like.

B. Horizontal and vertical location of the water, force main, sanitary and storm sewer installed at every 100-foot station, at interconnections, and at fittings, tees, bends and offsets. The frequency and location of survey shots will match the proposed grade elevations shown on the Drawings.

C. Location of lines plugged or capped, blowoffs, and air vents.

D. Location of all restraining devices used; for example, thrust blocks, retainer glands, tie rods, etc.

E. Location of all valves, ends of all lines and other fittings shall be accurately located by triangulation from two permanent structures, which will be visible on the ground surface.

F. Location and size of all taps and service line connections made, including corporation stops (if any) used for testing purposes.

G. Size (if greater than ¾”), material, depth and location of both ends of the water service lines are required.

H. Rim elevations of manholes and invert elevations of pipes entering and exiting the manhole.

I. Size, material, depth and location of sewer laterals including:

1. Measurements taken from the nearest downstream manhole, then measure over perpendicular from that point on the main to the end of the lateral. All measurements are taken from the center of the manhole cover.

2. If lateral comes out of a manhole in a cul-de-sac; triangulation from that manhole will be required.

3. Measured depth from the finished grade at the end of the lateral.
J. Information required for public storm drain systems:

1. Size, material and location of all storm sewer lines.

2. Elevations shall be provided for all ditch, pipe and structure inverts and rims.

K. Location of all installed underground conduit, junction boxes, traffic signal poles, traffic signal equipment, and electrical equipment.

L. Wiring diagram intersection traffic signal.

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

A. Horizontal accuracy:

1. Both surface and subsurface gravity sanitary sewer systems shall be measured in a survey to +/- 1.0 foot at the structure location.

2. Both surface and subsurface pressure systems shall be measured in a survey to +/- 1.0 foot at the structure location.

3. Curb/curb and gutter shall be measured in a survey to +/- 1.0 foot at high points, low points, curb returns, and various other positions following good engineering, construction and surveying practices.

4. Storm Water Management Facilities (SWMF) shall be measured in a survey to +/- 1.0 foot, including the top of bank, bottom of bank, edge of water, pipes, structures, and setback distances to property lines and/or right-of-way lines and any unusual feature of each SWMF.

5. Utility system components including, but not limited to, fire hydrants, meter vaults, meter boxes, water services, corporation stops, fittings, thrust restraint, laterals, cleanouts, valves, blowoff assemblies, air vent assemblies, water sampling stations, etc. shall be measured in a survey to +/- 1.0 foot.

6. Project landscaping shall be measured in a survey to +/- 1.0 foot. Only large significant features, such as trees, will be surveyed. The species and caliper (size) shall be noted.

7. Street signs, **traffic signal equipment**, and light poles shall be measured in a survey to +/- 1.0 foot.

B. Vertical accuracy:

<table>
<thead>
<tr>
<th>Manhole Rim</th>
<th>Survey Accuracy</th>
<th>Field Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>+/- 0.01 ft.</td>
<td></td>
</tr>
<tr>
<td>Manhole Invert</td>
<td>+/- 0.01 ft.</td>
<td></td>
</tr>
</tbody>
</table>
Gravity Sewer Slope | +/- 0.02%
---|---
Valve Depth | +/- 0.1 ft.
Pressure/vacuum systems | +/- 0.05 ft.
SWMF | +/- 0.01 ft.
Curb/curb and gutter | +/- 0.01 ft.
Offset | +/- 1.0 ft.
Lateral Depth | +/- 0.25 ft.

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

**Gravity Sewer**
- Manholes
- Cleanouts and connections to the main

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

**Grinder Pump and Low Pressure Systems**
- Grinder pump
- Control panel
- Air release/cleanout assemblies
- Valves
- Connections to force mains (taps, corporation stops, etc.)

**Water Systems**
- Water meters
- Hydrants
- Valves and tracer wire boxes
- Connections and intersections (taps, etc.)
- Air release assemblies
- Corporation stops/taps to mains
- Offsets (vertical and horizontal)
- End of line blow-off assemblies
- Sample stations

The Contractor shall provide all information on all valves installed as part of the project in the chart provided below and is to be included on the Record Drawings.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Data</th>
<th>Valve</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Project Name</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Date Installed</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Branch ID</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Station No. (0+00)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Valve No. (IMS); to be provided by Owner</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Size (diameter)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Material of Construction (DI, PVC, Brass, etc.)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>No. of Turns</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Opens (L, R)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Operating Status (NO/NC)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Depth (Elevation from finish grade to operator)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Manufacturer &amp; Model No.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Type *</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Casting Date</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>End Conn. **</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Coordinates (northing/easting)</td>
<td></td>
</tr>
</tbody>
</table>

* FMV = Force Main Valve, ARV = Air Release Valve, FP = Flush Point, FMCV = Force Main Check Valve, WB = Wire Box, NRS = Non Rising Stem, GV = Gate Valve, BFV = Butterfly Valve, BV = Ball Valve, GA = Gear Actuated, H = Horizontal, V = Vertical. NO = Normally Open; NC = Normally Closed
** (MJ x type, Flange x type, Restrained, Glue, Threaded, Other)

Note: No information required for Check Valves in items 8 – 10.

5.5 Record Drawings shall be provided in an electronic format acceptable to the Owner.

VI. **ACCESS TO PROJECT**

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

VII. **SURVEYS AND REFERENCE POINTS**

7.1. The Owner shall furnish all necessary Drawings showing property lines and/or easements and the location of the Work. The Contractor shall provide a land surveyor licensed in the Commonwealth of Virginia to execute the Work in accordance with the Contract Documents and shall be responsible for the accuracy of this Work.

7.2. The Owner has established or will establish such general reference and control points and benchmarks on or about the Project site as will enable the Contractor to proceed with the Work. Prior to issuance of the Notice to Proceed, if the Contractor finds that any previously established reference points have been destroyed or misplaced, the Contractor shall promptly notify the Owner, and the Owner shall replace such general reference points and benchmarks at the Owner’s expense.

7.3. The Contractor shall protect and preserve the established control points, bench marks and monuments and shall make no changes in locations without the written approval of the Owner. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior approval of the Owner, be replaced and accurately located by the Contractor, at no expense to the Owner.
VIII. WORKING HOURS

8.1. Normal working hours shall be **9:00 p.m. to 5:00 a.m.**, Monday through Friday, except that Work shall not start any earlier than one-half hour after sunrise or continue beyond one-half hour prior to sunset. If the Contractor desires to perform Work outside the normal working hours, on holidays, or on weekends, the Contractor shall request permission, in writing, 48-hours in advance to allow arrangements to be made. The Contractor may be charged an inspection fee by the Owner if such Work is approved. Where the Owner specifically directs the Contractor to work outside of normal working hours, no inspection fee will be imposed. The Owner may refuse the Contractor permission to work outside the normal working hours. The Contractor shall make reasonable efforts to avoid undue noise during the night and on weekends, including, but not limited to, fireproof covering necessary to dampen excessive noise from engines or pumps which operate before 7:00 a.m. and after 9:00 p.m., if it is necessary to work at those times.

8.2. The Contractor shall designate a representative and furnish a telephone number at which the representative may be contacted at any time after working hours. This representative shall be empowered and authorized to provide such personnel and equipment as may be required to remedy emergency situations that may develop after normal working hours, or on weekends and holidays.

8.3. The Contractor shall receive approval of the Owner, in advance, of any Work to be performed on holidays. The Owner reserves the right to deny permission to work on Sundays and/or holidays without cause.

8.4. Holidays are as listed below:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Years Day</td>
<td>1st day of January</td>
</tr>
<tr>
<td>Lee-Jackson Day</td>
<td>Friday before Martin Luther King Day</td>
</tr>
<tr>
<td>Martin Luther King’s Birthday</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>4th day in July</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>2nd Monday in October</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>11th day of November</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Friday after 4th Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>24th and 25th day of December</td>
</tr>
</tbody>
</table>

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If these dates fall on a Saturday, the previous Friday shall be considered the holiday. If any part of a two-day holiday falls on a weekend, the observance of the holiday shall be scheduled at the Owner’s discretion in such a way as to result in a four-day weekend. Chesapeake adopted the State of Virginia Holiday Schedule. If the Governor declares additional holidays, the City will observe them as well.

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

IX. PROJECT COORDINATION

9.1 Coordination with Owner
A. The Contractor shall coordinate all construction activities with the Owner and shall obtain the Owner’s approval as to schedule of Work, permits, temporary Work, and traffic control.

B. Progress meetings shall be held monthly on a date to be set by the Owner. The Contractor shall be present at all progress meetings. If progress is not made as scheduled, or if the Owner desires to discuss revised progress schedules or the quality of workmanship or other aspects of the Work, additional progress meetings can be required.

C. The Owner may construct or reconstruct any utility service in the highway or street or grant a permit for the same at any time. The Contractor shall not be entitled to any damages occasioned thereby other than a consideration of an extension of time.

D. When authorized by the Owner, the Contractor shall allow any person, firm, or corporation to make an opening within the limits of the Project upon presentation of a duly executed permit from the Owner. When directed by the Owner, the Contractor shall satisfactorily repair portions of the Work disturbed by the openings. The necessary Work will be paid for as extra Work in accordance with these specifications and shall be subject to the same conditions as the original Work performed.

9.2 Coordination with Utilities

A. The Owner and Contractor agree that disruption to public services shall be avoided whenever possible and minimized when it is not avoidable. In cases where the disruption of existing facilities could adversely impact public service delivery, acceptable duration(s) and time(s) of the outages shall be coordinated between the Contractor and Owner, so as to explicitly minimize disruption to public service delivery.

B. Before the initiation of any excavation, the Contractor shall locate all existing utilities, culverts, and other structures. Work shall be coordinated with affected utility companies. Prior to excavation, the Contractor shall contact MISS UTILITY at 811 (800) 552-7001 and comply with all MISS UTILITY requirements.

C. All existing utilities, both public and private (including sewer, gas, water, electrical services, etc.), shall be protected and their operation shall be maintained throughout the course of the Work. Any temporary shutdown of an existing service shall be arranged by the Contractor between the Contractor and the responsible agency. The Contractor shall assume full responsibility and defend and hold the Owner harmless from the result of any damage that may occur as a result of the Contractor’s activities.

D. If any utility service is interrupted as a result of accidental breakage or of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until service is restored. The Contractor shall be responsible for any damage to utilities that are attributable to his neglect or methods of performing the Work.

E. The Owner shall provide Utility companies with copies of the construction plans and or scope of work prior to construction. If requested by the Owner, the Contractor shall provide each affected utility company with a copy of the proposed schedule of progress prior to commencing Work.

F. Existing facilities (such as water and sewer valves) shall be operated only by the facility owner.
or under the direct supervision of the facility owner’s personnel. The Contractor shall inform the owner at least 48-hours in advance of the need for the operation of existing facilities.

G. At points where the Contractor’s operations are adjacent to the properties of any utility, including railroads, and damage to which might result in considerable expense, loss, or inconvenience, Work shall not commence until arrangements necessary for the protection thereof have been completed.

H. The Contractor shall cooperate with owners of utilities so that location, removal and adjustment operations may progress in a reasonable manner; duplication of adjustment work may be reduced to a minimum; and, services rendered by those parties will not be unnecessarily interrupted.

I. The Contractor should be aware that in some instances buried cables, gas lines, water lines, etc., two inches and smaller in diameter may have to be excavated by hand and slightly relocated to facilitate construction of the Work under this contract. This shall be considered incidental to the Work, and shall be performed at no additional cost to the Owner.

J. Should the location of any pipe or conduit greater than two-inches in diameter, pole, or other structures, above or below the ground be such that in the opinion of the Owner or his representative its removal, realignment, or change will be required due to Work to be performed under this Contract, the removal, realignment, or change will be done as a Change Order, or will be done by the Owner of the obstructions, without cost to the Contractor. The Contractor shall maintain at his own expense the structures until such removal and before and after such realignment or change. The Contractor shall not be entitled to any claim for damages or extra compensation because of the presence of said structure, or because of any delay in the removal or relocation of the same.

X. SUPERVISION

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

10.2. Upon notification to the Contractor, the Owner reserves the right to suspend the Work until such time as a supervisor satisfactory to the Owner is assigned to the project. Contract Time shall not be extended for such suspension nor shall the Contractor be entitled to any additional payment of any kind whatsoever as a result of such suspended Work.

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

11.1. If any Work has been covered or concealed without the Owner’s approval prior to being covered or concealed, the Owner may request to see such Work and it shall be exposed by the Contractor. The Contractor shall pay the cost of opening or uncovering and replacement and shall, in addition, at no cost to the Owner, make the necessary corrections to bring the Work into accord with the Contract Documents.

11.2. Uncovering Work shall be at the Contractor’s expense unless the Contractor has given the Owner timely notice of the Contractor’s intention to cover the same and the Owner has not acted with reasonable promptness in response to such notice.

11.3. If the Owner considers it necessary or advisable that covered Work previously approved be re-inspected or tested by others, the Contractor, at the Owner’s request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time or both directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

XII. REMOVAL OF UNACCEPTABLE WORK

12.1. All Work that does not conform to the requirements of the Contract Documents shall be unacceptable.

12.2. The Contractor shall remove or correct all unacceptable and defective Work or materials. The replacement of Work and materials shall conform to the Contract Documents or be in a manner acceptable to the Owner. The Contractor shall bear all costs of such correction and/or removal and replacement.

12.3. Work done contrary to or regardless of the instructions of the Owner, Work done beyond the lines shown or as directed, except as herein provided, or any extra Work done without authority, will be considered unauthorized and will not be paid for under the provisions of the Agreement. Work so done may be ordered removed or replaced at no cost to the Owner.

12.4 If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any surety or other party. If the Contractor does not remedy, remove, or replace the rejected or condemned Work as instructed by the Owner within the time period stated by the Owner but in no case to exceed 30 Days after receiving written Notice, such remedy, removal, or replacement may be accomplished by the Owner at the Contractor’s expense.

XIII. SUBSTANTIAL COMPLETION

13.1. Prior to Final Payment, but following completion of all required tests and inspections, the Contractor may request in writing that the Owner certify that the entire Project or any phase of the Project is Substantially Complete and request the Owner issue a Certificate of Substantial Completion. Within
fifteen (14) working days the Owner will conduct an inspection of the Project with the Contractor and either issue a Certificate of Substantial Completion or notify the Contractor in writing of the incomplete items. The Certificate and attachments shall include the following:

A. A listing of responsibilities for the security, operation, safety, maintenance, utilities and insurance on the substantially completed portion;

B. A tentative list of items to be completed or corrected prior to final payment; and,

C. The maximum time for items to be completed or corrected prior to final payment.

13.2. The Owner shall have the right to exclude the Contractor from the Project or phase of the Work certified to be Substantially Complete; however, the Owner will allow the Contractor reasonable access to complete or correct the Work.

XIV. USE OF COMPLETED PORTIONS

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

XV. FINAL INSPECTION

15.1. Upon receiving written Notice from the Contractor that the entire Work or an agreed upon portion is complete, the Owner will make a final inspection with the Contractor, and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.2. This procedure shall be repeated until all items are corrected to the satisfaction of the Owner. Only written notification to the Contractor from the Owner will constitute final acceptance of any part of the Work under the Agreement.

XVI. CLAIMS

16.1 All claims, disputes, demands and other matters in question arising out of or relating to the Agreement or the Contract Documents, except for claims which have been waived by the Contractor’s acceptance of final payment, will be addressed in accordance with the provisions of the Virginia Public Procurement Act and as stated herein; provided, however, the provisions of Section 2.2-4366 of that Act will not be applicable without the separate express written consent of the Owner.

16.2 Early or prior knowledge by the Owner of an existing or impending claim for damages could alter the plans, scheduling, or other action of the Owner or result in mitigation or elimination of the effect of the act objected to by the Contractor. Therefore, a written statement describing the act of omission or commission by the Owner or its agents that allegedly caused damage to the Contractor and the nature of the claimed damage shall be submitted to the Owner at the time of occurrence or beginning of the Work upon which the claim and subsequent action are based. If such damage is deemed certain in the
opinion of the Contractor to result from his acting on an order from the Owner, he shall immediately take written exception to the order. Submission of a notice of claim as specified shall be mandatory. Failure to submit such notice shall be a conclusive waiver to such claim for damages by the Contractor. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

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

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

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

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

Within ten (10) days of the delivery of Engineer’s written recommendation, senior representatives of the Owner and the Contractor, having authority to settle the dispute, and the Engineer, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to exercise their reasonable and good faith efforts to expeditiously resolve the dispute. The Owner’s and Contractor’s representatives will participate in good faith during the negotiation and will each have authority to approve changes in the Contract Time and Price, if any.

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

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

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

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

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

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

XVII. ENGINEER’S STATUS

17.1. All Work shall be performed under the general observation of the Engineer (if specified in the Special Provisions, otherwise, the Owner shall serve as the Engineer at its discretion). The Contractor shall carry out the Work in accordance with the Contract Documents. The construction means, methods, techniques, sequences of procedures, and safety precautions and programs in connection with the Work shall be at the direction and the responsibility of the Contractor. The Engineer shall have authority to and shall reject any and all Work whenever it is necessary to do so in order to insure the proper execution of the Work in accordance with the Contract Documents. The Engineer shall have no authority to approve or order changes in the Work that alter the terms or conditions of the Agreement. The Owner shall confirm by written Notice within fourteen (14) calendar Days any oral order, direction, requirement or determination.

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

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

XVIII. DOCUMENTATION OF PRECONSTRUCTION CONDITIONS

18.1 The Contractor may be required to accompany the Owner for an on-site review of the project after award, but prior to the pre-construction conference and issuance of the Notice to Proceed. The purpose
of the on-site review will be to compile a property report that will list, according to the following categories, the properties affected by construction as determined mutually by the Contractor and the Owner, or his representative.

A. Unrestrained access to and from residences and business locations. This includes but is not limited to, the following types of scheduled projects:

1. Street repair (non-emergency) or improvement projects.
2. Utilities repair (non-emergency) or improvement projects.
3. Sidewalk repair (non-emergency) or improvement projects.

B. Right to enjoy one’s residence or business free of disturbing and unusual environmental changes as a result of an Owner-authorized construction project. Examples of such changes are excessive noise, dust, light, as well as unusual working hours and odors. This includes, but is not limited to, projects such as:

1. Drainage repair (non-emergency) or improvement projects.
2. Sewage repair (non-emergency) or improvement projects.

C. The right to properly plan for the relocation of one’s personal property which must be moved as a result of an Owner-authorized construction project. This includes, but is not limited to, the following:

1. Trees, shrubs, plants and flowers.
2. Play equipment.
3. Portable buildings.
4. Fences (above grade or underground electric pet containment).
5. Automobiles.

The property report is to remain on file with the Owner and the Contractor until project closeout.

XIX. NOTICE TO COMPLY ORDER

See page 105-17.

XX. STOP WORK ORDER

See page 105-18.

End of Section
CITY OF CHESAPEAKE

NOTICE TO COMPLY

Department of ________________________________

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

The following conditions of noncompliance were noted:

☐ SILT FENCE DOWN
☐ DISTURBED AREAS NOT STABILIZED
☐ SEDIMENT TRAPING DEVICES NOT INSTALLED PROPERLY
☐ TRACKING ON PUBLIC ROAD
☐ OTHER: ________________________________

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

• __________________________________________
• __________________________________________
• __________________________________________
• __________________________________________
• __________________________________________

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

Notice ordered by ________________________________, on ______________, 20____.

(Designee of City Manager)

Hand Delivered _____________ Certified Mail _____________

If you have any questions, please call ________________.

(Telephone number)
CITY OF CHESAPEAKE

STOP WORK ORDER

Permit Number ____________
Date ____________

Department of ________________________________

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

IMMEDIATELY DISCONTINUED

Corrective Measures Required:

_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________

Ordered by: _______________________________, on ____________, 20____.
(Designee of City Manager)

Notice served to ___________________________, on ____________, 20____.

Stop Work Order in Effect Until __________________________

_________________________________________________________
(Signature of Enforcement Officer)
SECTION 106
CONTROL OF MATERIAL

I. TESTS AND INSPECTIONS

1.1. All material and workmanship shall be subject to inspection, examination and test by the Owner at any
time during manufacture and/or construction. The Owner shall have the right to reject defective
material and workmanship or require their correction.

1.2. The Contractor shall provide at its expense the testing and inspection services required by the Contract
Documents. The Owner will provide at his expense all inspection and testing services not required by
the Contract Documents; provided, however, the Contractor will be responsible for the payment of all
failing tests.

1.3. The Contractor shall furnish promptly without additional charge all reasonable facilities, labor, and
materials, necessary and convenient for making such tests as may be designated in the Contract
Documents. The Contractor shall work with the Owner and the Engineer in scheduling and
coordinating Owner provided testing or inspection services.

1.4. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public body having
jurisdiction require any Work (or part thereto) specifically to be inspected, tested, or approved by
someone other than the Owner, the Contractor shall assume full responsibility for arranging and
obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish the
Owner the required certificates of inspection, or approval. The Contractor shall also be responsible for
arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals
required for the Owner’s acceptance of materials or equipment to be incorporated in the Work, or of
materials, mix designs, or equipment submitted for approval prior to the Contractor’s purchase thereof
for incorporation in the Work.

1.5. Inspections, tests or approvals by the Owner shall not relieve the Contractor from its obligations to
perform the Work in accordance with the requirements of the Contract Documents.

1.6. The failure of the Owner to reject or condemn materials and workmanship not conforming to the
Contract Documents shall not prevent the Owner from rejecting materials and workmanship found not
to be in accordance with the Contract Documents at any time prior to the acceptance of the completed
Work, nor shall it be considered as a waiver of any nonconformance with the Contract Documents
which may be discovered later, or as preventing the Owner at any time prior to the expiration of the
guarantee period or of the expiration of any applicable statutory limitation period for legal actions for
Contractor default from recovering damages for work not in accordance with the Contract Documents.

1.7  Provisions for Testing and Inspection are set forth in Section 107-XVIII.

II. LABOR, MATERIALS AND EQUIPMENT

2.1. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work
and perform construction as required by the Contract Documents. The Contractor shall at all times
maintain good discipline and order at the site.

2.2. Unless otherwise specified, the Contractor shall furnish and assume full responsibility for all materials,
equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel,
power, light, heat, telephone, water, sanitary facilities, temporary facilities and all facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

2.3. All materials and equipment shall be of good quality and new (manufactured within two [2] years of the Bid date), except as otherwise provided in the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

2.4. It shall be the responsibility of the Contractor to legally dispose of all excess material at his expense unless otherwise indicated on the Drawings and/or noted in the Specifications.

2.5. No material that is not required for the Work on this Project may be stored on site or within the Project boundaries or on land designated for Project use, unless approved by the Owner in writing prior to placement.

III. WORK BY OWNER

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

End of Section
SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

I. PERMITS AND REGULATIONS

1.1. The Contractor shall procure all permits and licenses and pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work except those provided by the Owner, and specified in the Special Provisions.

1.2. The Contractor shall be fully responsible for knowledge of and shall abide by each and every law, rule or regulation of all public bodies having political jurisdiction over the Project and in force at the time of the Contract; including, the safety of persons or property and the protection of persons and property form damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection and hold harmless the Owner and its agents, officers, or employees against any claim for liability arising from or based on any violation, whether by himself, his agents, his employees or subcontractors. If the Contractor observes that the Contract Documents are at variance with any such law, he shall promptly notify the Owner in writing. The Contractor shall execute and file the documents, statements, and affidavits required under any applicable federal or state law or regulation affecting his Bid or Agreement or prosecution of the Work thereunder. The Contractor shall permit examination of any records made subject to such examination by any federal or state law or by regulations promulgated thereunder by any state or federal agency charged with enforcement of such law. The Contractor shall not be entitled to claim any damages for delay occasioned by compliance with such laws. Where such laws are changed during the course of the Agreement, and where such changes create additional costs to the Agreement or affect the time of the Agreement, such changes shall be made effective through Change Orders prepared in accordance with the Contract Documents.

1.3. The Contractor shall comply fully with the U.S. Department of Labor Safety and Health Regulation promulgated under the Occupational Safety and Health Act of 1970, as amended, and under Section 107 of the Contract Work Hours and Safety Standards Act, as amended. The Contractor shall also comply fully with the Overhead High Voltage Act as set forth in Chapter 30, Title 59.1 of the Code of Virginia; Subpart P - “Elevations, Trenching and Shoring”, of the Federal & Virginia Occupational Safety and Health Standards for Construction Industry; the Federal & Virginia Confined Space Standard 1910.146 of the Occupational Safety and Health Standards for General Industry and the Federal and Virginia Occupational Safety Health Confined Space Construction standard 1926 Subpart AA; and the “Underground Utility Damage Prevention Act” as set forth in Chapter 10.3, Title 56 of the Code of Virginia, 1950, as amended. The above listing of safety laws and regulations is for informational purposes and in no way alters or limits Contractor’s responsibility to comply with the safety laws of all public bodies having jurisdiction as set forth in Section 107-1.2 above.

In reference to the 1926 Subpart AA confined space construction standard, confined spaces on this project may include the following storm structures/manholes, sewer manholes, pipelines, wet wells, drywell vaults, pump stations, and pits/trenches. Upon this notification, in accordance with OSHA standard 1926 AA, your company is designated as the Host Employer and is responsible for all your employees, along with all subcontractors, to comply with all requirements of the 1926 Subpart AA standard.

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

2.1. Prior to issuance of Notice to Proceed, the Owner shall obtain all land, easements, and rights-of-way necessary for carrying out and for the completion of the Work to be performed and pursuant to the Contract Documents, unless otherwise specified herein or otherwise mutually agreed. A land surveyor licensed in the Commonwealth of Virginia must perform the layout. Easements for temporary uses and detours requested by the Contractor and approved by the Owner in lieu of a detour within the right
of way or easement area shall be acquired by the Contractor without the Owner being a party to the Agreement.

2.2. The Owner shall provide to the Contractor information that delineates and describes the lands owned, rights-of-way, or easements acquired, and permits obtained.

2.3. The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. The Contractor shall not use private property in connection with the Work unless prior written permission is obtained from the property owner. A copy of the written permission indicating the name, address, and phone number of the property owner shall be furnished to the Owner. Upon completion of the use of the property, the Contractor shall also furnish the Owner a release signed by the property owner indicating that the property has been satisfactorily restored.

2.4. The Contractor shall acquire all necessary and appropriate Permit(s) from the locality, VDOT, or both, for entrance(s) to off-site storage or lay-down yard(s) and shall abide by all conditions required by the Permit. The Contractor shall be solely responsible for all costs incurred in acquiring the Permit and all costs associated with the efforts necessary to comply to Permit requirements.

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

III. PROTECTION OF WORK, PROPERTY & PERSONS

3.1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs, and take all necessary precautions for the protection and safety of the public.

3.2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, and shall notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone for whose acts any of them will be liable.

3.3. The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

3.4. In accordance with generally accepted construction practices, and the requirements of OSHA, the Contractor shall be solely and completely responsible for conditions of the Project site. This requirement shall apply continuously and not be limited to normal working hours. The Contractor
shall comply with Federal and State safety regulations, at the site of the Work and provide such equipment and medical facilities as necessary to supply first aid service to anyone who may be injured. The Contractor shall promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site and which caused death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accidents shall be reported immediately to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts, in writing, to the Owner.

3.5. Until final acceptance of the Work by the Owner, the Contractor shall have charge and care thereof and shall take every precaution against damage to the Work or to any part thereof by action of the elements or from any other cause whether installed, in storage, or off-site. The Contractor shall rebuild, repair, restore, and make good damage to any portion of the Work occasioned by any of the foregoing causes before final acceptance and shall bear the expense thereof. The Owner may reimburse the Contractor for repair of damage to Work attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor. In case of suspension of Work, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Work, provide for erosion and environmental control and drainage control, and erect any necessary temporary structures, signs, or other facilities at his own expense. During the suspension of Work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract and shall take adequate precautions to protect new tree growth and other important vegetation against damage.

3.6. Emergency traffic such as police, fire and disaster units shall be provided reasonable access to the Work area at all times. The Contractor shall coordinate partial or full street closures with all emergency services, such as police, fire and disaster units, and shall bear the responsibility of notification to same of all closures, blockages and re-openings.

3.7. The Contractor shall, during the progress of the Work and as directed by the Owner, remove from the Owner’s property and from all public and private property and rights-of-way, at its own expense, all temporary structures, rubbish, debris, piles of earth, foreign matter, and waste materials resulting from his operations. The site of the Work shall be restored to the conditions existing before the Work was started, to the satisfaction of the Owner. Lawns, pavements, sidewalks, and other surfaces shall be preserved where practicable, but if damaged, shall be fully restored.

3.8. The Owner may take corrective action if the Contractor fails to perform cleanup and restoration in an orderly, continuous, and expeditious manner. The Owner may take corrective action three days after delivery of notice to do so to the Contractor and deduct the cost from any monies due the Contractor.

3.9. The Contractor shall preserve property and improvements along the lines of and adjacent to the Work unless their removal or destruction is called for by the Contract Documents. The Contractor shall use suitable precautions to prevent damage to such property.

3.10. When the Contractor finds it necessary to enter on private property, he shall secure from the property owner or lessee a written permit for such entry prior to moving thereon. An executed copy of this permit shall be furnished to the Owner.

3.11. The Contractor shall be responsible for damage or injury to property during the prosecution of the
Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Project.

3.12. When direct or indirect damage is done to property by or on account of any act, omission, neglect or misconduct in the method of executing the Work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore such property to a condition substantially equal to that existing before such damage was done by repairing, rebuilding or restoring, as may be directed by the Owner, or making settlement with the property owner. The Contractor shall secure from the property owner a release from any claim against the Owner without additional compensation therefor. A copy of this release shall be furnished to the Owner.

3.13 All property boundary markers shown on the Drawings or discovered during the course of construction shall be protected. All property boundary markers disturbed due to construction activities shall be replaced by the Contractor at no expense to the Owner. Property boundary markers shall be restored by a surveyor licensed in the State of Virginia and all restored property boundary markers shall be shown on the Record Drawings.

3.14 The Contractor shall employ a licensed Plumbing Contractor, who shall obtain the necessary permits and shall do all Work on private property in accordance with the International Plumbing Code, latest edition. The Owner will obtain the permission of the property owner to work on private property. No payment will be made for work done on private property until all restoration Work is complete to the satisfaction of the Owner and the homeowner.

3.15 The Contractor will notify the affected property owners, in writing 30 Calendar Days prior to commencement of Work. “Affected Property Owners” shall be those property owners whose properties are affected by construction on the Project in the following manner: (i) restrained access to and from residences and business locations; (ii) interference with the right to enjoy one’s residence or business free of disturbing and unusual environmental changes as a result of the Project, such as excessive noise, dust, light, as well as unusual working hours and odors; and (iii) the relocation of personal property, such as trees, shrubs, plants and flowers, play equipment, portable buildings, fences and automobiles, which must be moved as a result of the Project. Such Notice shall be deemed properly given if mailed by first class, postage prepaid, to the address for the property owners shown in the local tax records.

3.16 It shall be the Contractor’s paramount responsibility to additionally notify each residence and business that construction adjacent to their property is imminent. This notification will be given and noted no less than 48 hours prior to Work commencing adjacent to the affected property. The Notice from the Contractor shall be written and may be hand delivered to each affected residence and business. A separate Notice shall be delivered each time the entrance to each residence and business will be blocked or inaccessible.

A. If this Notice is mailed, time is to be allowed such that receipt by the addressee is at least 48 hours prior to Work commencement. Such Notice shall be deemed properly given if mailed by first class, postage prepaid, to the address for the property owners shown in the local tax records. A duplicate copy of each mailed Notice is to be forwarded to the Owner.

B. If this Notice is hand delivered, a duplicate copy of each Notice is to be forwarded to the Owner indicating the date of delivery and if personal contact was achieved.
IV. ENVIRONMENTAL STIPULATIONS

4.1. Any cost associated with violations of the law including, but not limited to, remediations, clean up cost, fines, administrative or civil penalties or charges, and third party claims imposed on the Owner by any regulatory agency or by any third party as a result of the Contractor’s noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by the Contractor or by Subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Contractor for this Agreement, shall be paid by the Contractor.

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

4.2. Pollution:

A. Water

The Contractor shall exercise every reasonable precaution throughout the duration of the project to prevent pollution of rivers, streams, and impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, paints, sedimentation, and other harmful material shall not be discharged into or alongside rivers, streams, or impoundments or into channels leading to them.

Construction discharge water shall be filtered to remove deleterious materials prior to discharge into state waters. During specified spawning seasons, discharges and construction activities in spawning areas of state waters shall be restricted so as not to disturb or inhibit aquatic species that are indigenous to the waters. Neither water nor other effluence shall be discharged onto wetlands or breeding or nesting areas of migratory waterfowl. When used extensively in wetlands, heavy equipment shall be placed on mats. Temporary construction fills and mats in wetlands and flood plains shall be constructed of approved non-erodible materials and shall be removed by the Contractor to natural ground when the Owner so directs.

If the Contractor dumps, discharges, or spills any oil or chemical that reaches or has the potential to reach a waterway, he shall immediately notify all appropriate jurisdictional state and federal agencies and shall take immediate actions to contain, remove, and properly dispose of the oil or chemical.

Excavation material shall be disposed of in approved areas above the mean high water mark shown on the plans in a manner that will prevent the return of solid or suspended materials to state waters. If the mark is not shown on the plans, the mean high water mark shall be considered the elevation of the top of stream banks.

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

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

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

Construction operations in rivers, streams, or impoundments shall be restricted to those areas where channel changes are shown on the plans and to those that shall be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of false-work, piling, debris, or other obstructions placed therein or caused by construction operations.

The Contractor shall prevent stream constriction that would reduce stream flows below the minimum, as defined by the State Water Control Board, during construction operations.

If it is necessary to relocate an existing stream or drainage facility temporarily to facilitate construction, the Contractor shall design and provide temporary channels or culverts of adequate size to carry the normal flow of the stream or drainage facility. The Contractor shall submit a temporary relocation design to the Owner for review and acceptance in sufficient time to allow for discussion and correction prior to beginning the Work the design covers. Costs for the temporary relocation of the stream or drainage facility shall be included in the Contract Price for the related pipe or box culvert.

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

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

B. Air

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

Burning shall be performed in accordance with applicable local laws and ordinances and under the constant surveillance of watchpersons. Care shall be taken so that the burning of materials does not destroy or damage property or cause excessive air pollution. The Contractor shall not burn rubber tires, asphalt, used crankcase oil, or other materials that produce dense smoke. Burning shall not be initiated when atmospheric conditions are such that smoke will create a hazard to the motoring public or airport operations. Provisions shall be made for flagging vehicular traffic if visibility is obstructed or impaired by smoke. At no time shall a fire be left unattended.

Asphalt mixing plants shall be designed, equipped, and operated so that the amount and quality of air pollutants emitted will conform to the Rules of the State Air Pollution Control Board.
Emission standards for asbestos incorporated in the EPA's National Emission Standards for Hazardous Air Pollutants apply to the demolition or renovation of any institutional, commercial, or industrial building, structure, facility, installation, or portion thereof that contains friable asbestos.

C. Noise

The Contractor's operations shall be performed so that exterior noise levels measured during a noise-sensitive operation shall not be more than 80 decibels within 100 feet from the point of origin or within ten (10) feet of a noise-sensitive facility. Noise-sensitive facility is any facility for which lowered noise levels are essential if the facility is to serve its intended purpose. Such facilities include, but are not limited to, those associated with residences, hospitals, nursing homes, churches, schools, libraries, parks and recreational areas.

The Owner may monitor construction-related noise. If construction noise levels exceed the specified limits, the Contractor shall take corrective action before proceeding with operations. The Contractor shall be responsible for costs associated with the abatement of construction noise and the delay of operations attributable to noncompliance with these requirements.

The Owner may prohibit or restrict to certain portions of the project any Work that produces objectionable noise between 9 P.M. and 7 A.M. If other hours are established by local ordinance, the local ordinance shall govern.

Equipment shall in no way be altered so as to result in noise levels that are greater than those produced by the original equipment.

When feasible, the Contractor shall establish haul routes that direct his vehicles away from developed areas and ensure that noise from hauling operations is kept to a minimum.

These requirements are not applicable if the noise produced by sources other than the Contractor's operation at the point of reception is greater than the noise from the Contractor's operation at the same point.

D. Forest Fires

The Contractor shall take all reasonable precautions to prevent and suppress forest fires in any area involved in construction operations or occupied by him as a result of such operations. The Contractor shall cooperate with the proper authorities of the state and federal governments in reporting, preventing, and suppressing forest fires. Labor, tools, or equipment furnished by the Contractor upon the order of any forest official issued under authority granted the official by law shall not be considered a part of the Contract. For fires originating by no fault of the Contractor, the Contractor may negotiate with the proper forest official for compensation for such labor, tools, or equipment.

4.3. Archeological, Paleontological, and Rare Mineralogical Findings:

In the event of the discovery of prehistoric ruins, Indian or early settler sites, burial grounds, skeletal remains, relics, artifacts, fossils, stone tools, meteorites, or other articles of archeological, paleontological, or rare mineralogical interest during the prosecution of Work, the Contractor shall act immediately to suspend Work at the site of the discovery and notify the Owner. The Owner will immediately notify the proper state authority charged with the responsibility of investigating and
evaluating such finds. The Contractor shall cooperate and, upon request by the Owner, assist in protecting, mapping, and removing the findings. Findings shall become the property of the Owner unless they are located on federal lands, in which event they shall become the property of the U.S. government.

When such Work delays the progress of the Work, the Owner will give consideration to adjustments in the Contract Time limit. However, no adjustment in Contract Price nor Time will be allowed for delays that do not exceed 2 working days from the time the Contractor is notified to stop work.

4.3 Siltation and Erosion Control/Erosion & Sediment Bond:

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

V. TEMPORARY FACILITIES

5.1. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of employees as may be necessary to comply with the requirements of any governing body and regulatory agency having jurisdiction.

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

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

VI. EMERGENCIES

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

VII. WARRANTY AND GUARANTEE

7.1. The Contractor shall warrant and guarantee to the Owner that all Work is in accordance with the Contract Documents and is not defective. Prompt notice of all defects shall be given to the Contractor. The Contractor shall promptly correct all defective Work performed and replace defective materials or items found deficient during the final inspection, in a manner satisfactory and at no additional cost to the Owner for a period of one (1) year following the date of Substantial Completion; provided, however, if the local ordinances or code regarding warranties and guarantees, or if any provision in the local ordinances or code regarding the timing of performance or defect bonds conflicts with such one
(1) year period, the local ordinance or code shall control. This warranty and guarantee shall not operate as a waiver of any of the rights and remedies of the Owner for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

7.2. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Article, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such corrections or removal and replacement has been satisfactorily completed. Repetitive malfunction of an equipment or product item shall be cause for replacement and an extension of the correction period to a date one (1) year following acceptable replacement. A repetitive malfunction shall be defined as the third failure of an equipment or product item following original acceptance.

7.3. If the Contractor does not promptly correct the defective Work or replace defective materials, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs of such removal and replacement shall be paid by the Contractor.

7.4. Certain equipment or items may be required in the Contract Documents to be warranted for periods longer than one year.

7.5. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents or by Change Order.

VIII. OPENING SECTIONS OF PROJECTS TO TRAFFIC

8.1 When specified in the Contract or when directed by the Owner, certain sections of the Work may be opened to traffic.

8.2 On any section of the Work opened by order of the Owner where the Contract Documents do not provide for traffic to be carried through the Work and the Contractor has not been dilatory in prosecuting the Work, the Contractor will not be required to assume any expense entailed in maintaining the road for traffic. Such expense will be borne by the Owner or will be compensated for by Change Order. Repair of slides and repair of damage attributable to traffic will be compensated for by Change Order. The cost of all other repairs shall be borne by the Contractor.

8.3 On any section of the Work opened by the order of the Owner where the Contract Documents do not provide for traffic to be carried through the Work, any additional cost for the completion of other items of Work that are occasioned because of the changed working conditions will be compensated by Change Order.

8.4 If the Contractor is dilatory in completing the Work, he shall not be relieved of the responsibility for maintenance during the period the section is opened to traffic prior to final acceptance. Any expense resulting from the opening of such portions under these circumstances, except for slides, shall be borne by the Contractor. The Contractor shall conduct the remainder of the construction operations so as to cause the least obstruction to traffic.

IX. NO WAIVER OF LEGAL RIGHTS

9.1. The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after final acceptance of the Work and payment therefor from showing (1) the true amount
and character of the Work performed and materials furnished by the Contractor, (2) that any such measurement, estimate, or certificate is untrue or incorrectly made, or (3) that the Work or materials do not conform with the provisions of the Contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor or his surety, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Owner or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. The Owner reserves all rights, privileges, immunities and defenses available to it at law.

X. APPLICABLE LAWS AND COURTS

10.1 This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in an appropriate state court of jurisdiction in the City of Chesapeake, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This solicitation is also governed by provisions of Chapter 54 of the Chesapeake City Code, and any revisions thereto, which are hereby incorporated into this contract by reference. Contact the Purchasing Division at (757) 382-6359, for more information or to review Chapter 54 of the Chesapeake City Code. The City Code may also be read online at http://www.municode.com.

XI. ANTI-DISCRIMINATION

11.1 By submitting its bids, Bidder certifies to the City that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

XII. ETHICS IN PUBLIC CONTRACTING

12.1 By submitting its bids, Bidder certifies that its bids is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor 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.

XIII. PROHIBITION ON EMPLOYMENT OF UNAUTHORIZED ALIENS

XIV. ANTITRUST

14.1 By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the City of Chesapeake 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 of Chesapeake under said contract.

XV. MANDATORY USE OF CITY FORM

15.1 Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

XVI. CLARIFICATION OF TERMS

16.1. If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than 5 working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

XVII. PRECEDENCE OF TERMS

17.1. In the event there is a conflict between the form Regional Construction Standards and any Special Terms and Conditions as denoted by bold text in any Section of in this solicitation, the Special Terms and Conditions shall apply, unless contrary to applicable law.

XVIII. TESTING AND INSPECTION

18.1. The City reserves the right to conduct any test or inspection it may deem advisable to assure goods and services conform to the specifications.

XIX. ASSIGNMENT OF CONTRACT

19.1. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

XX. DEFAULT

20.1. In case of failure to perform the Work in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
XXI. AVAILABILITY OF FUNDS

21.1. It is understood and agreed between the parties herein that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

XXII. BID PRICE CURRENCY

22.1. Unless stated otherwise in the solicitation, the Bidder shall state its bid prices in US dollars.

XXIII. LITIGATIONS WITH THE CITY

23.1. The City in its sole discretion may choose not to make an award to a Bidder who is in litigation with the City at the time of bid evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Bidder is in litigation with the City at the time of the bid evaluation.

XXIV. PRIOR DEFAULTED CONTRACTS

24.1. The City in its sole discretion may choose not to make an award to a Bidder who has previously defaulted on a contract with the City. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Bidder has previously defaulted on a contract with the City.

XXV. CRIMINAL CONVICTIONS

25.1. The City in its sole discretion may choose not to make an award to a Bidder if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of a felony or a misdemeanor involving moral turpitude in the past 10 years.

XXVI. ADVERTISING

26.1 In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the City of Chesapeake will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the City of Chesapeake or any department or agency of the City has purchased or uses its products or services.

XXVII. AUDIT

27.1. The Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the City, whichever is sooner. The City auditors shall have full access to and the right to examine any of said materials during said period.

XXVIII. E-VERIFY PROGRAM

28.1. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work
authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with the City of Chesapeake for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

XXIX. SMALL BUSINESS SUBCONTRACTING

29.1. Unless the bidder is registered as a small business certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD, formerly DMBE) and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the DSBSD by the due date for receipt of bids. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
RESIDENT NOTIFICATION (Not Applicable for this Project)
(THIS FORM SHOULD BE PLACED ON COMPANY LETTERHEAD)

Date

RE: Improvement

Dear Homeowner:

The City has contracted with (Company Name) to provide drainage improvements, adjacent to your property. The work under this Project consists of the improvement of

The work will commence on or after (anticipated date to start construction - not less than thirty days from date of letter). [Include instructions for residents to remove any structures or fences within the drainage easements]. The contract time for this project is (months to final completion of contract) and completion is anticipated by (date of completion, based on contract time).

We apologize for any inconvenience, but the work is necessary to correct deficiencies in the City’s infrastructure.

If you have any questions concerning the construction of this project, please contact us at (phone number of contractor). Questions concerning the design and administration of this contract can be directed to Public Works - Engineering Division at (757) 382-6104.

Sincerely,

(Company Representative)
(Title)

End of Section
SECTION 108
PROSECUTION AND PROGRESS OF WORK

I. PATENT FEES AND ROYALTIES

1.1. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

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

II. TAXES

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

III. NOTICE TO PROCEED

3.1. Written Notice to Proceed will be given after the Agreement has been executed and the required Bid Security and insurances have been filed with and approved by the Owner.

3.2. The Contractor shall notify the Owner and all other governing bodies having jurisdiction, of the time and location that Work will begin at least 48 hours prior to beginning Work.

IV. PRE-CONSTRUCTION CONFERENCE

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

V. CONSTRUCTION PROGRESS SCHEDULE

5.1. Within ten (10) Days after the Effective Date of the Agreement, the Contractor shall submit a written schedule to the Owner showing the proposed order of Work and indicating the time required for completion of major items of Work. This schedule shall take into account the passage or handling of traffic with the least practicable interference and the orderly, timely and efficient prosecution of the Work. The schedule will be used as an indication of the sequence of the major construction operations and as a check on the progress of the Work.
A. A construction schedule in the form of a critical path shall be submitted to the Owner as part of the submittal process prior to beginning construction and shall be updated when duration or sequencing changes.

B. Upon receipt of an approved “Work Schedule”, the Contractor shall submit to the Owner, within 10 days,

1. An estimated payment schedule by each month of project duration.

2. A composite curve to show the estimated value of Work completed and stored materials less specified retainage.

3. Key months when work will be 50, 80, 90, and 100 percent complete shall be established.

4. Identification when facilities will be fully operational.

C. During the course of Work, the Contractor shall update with new composite curves at key months or whenever variation is expected to be more than plus or minus 10 percent. The original or previous composite curves shall be retained as dashed curves on all updates.

D. The Owner reserves the right to audit all reports and schedules. For cost-reimbursement contracts, change orders issued for fixed priced contracts or other contracts in excess of $30,000, which include the provisions of services, the Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment or until audited by the Owner or designee, whichever is sooner. The Owner and its authorized agents shall have full access to and the right to examine and duplicate any of said materials during said period.

5.2. The Contractor shall update the progress schedule monthly to reflect any schedule changes required to complete the remaining Work in accordance with the requirements of the Contract Documents. The updated schedule shall be submitted to the Owner for acceptance with the monthly application for progress payment; no payment will be made if the updated schedule is not submitted. All proposed adjustments in the progress schedule shall generally conform to the progress schedule then in effect and will comply with any provisions of the general requirements applicable thereto.

VI. SUBCONTRACTS

6.1. Except as otherwise noted, contract Work, the cost of which is at least fifty percent (50%) of the total Contract Price shall be performed by the Contractor’s own organization.

6.2. No part of the Work shall be transferred or subcontracted without prior written consent of the Owner, and no such consent or approval shall release the Contractor from any obligations to the Owner or persons employed by the Subcontractors, or to those supplying materials to the Subcontractors.

6.3 The Contractor agrees that it is as fully responsible to the Owner for the acts and omissions of its Subcontractors and persons either directly or indirectly employed by the Subcontractors as it is for the acts or omissions of persons directly employed.

6.4. Nothing contained in the Agreement shall create any contractual relation between any Subcontractor and the Owner.
VII. COMMENCEMENT AND PROSECUTION OF WORK

7.1. The Contractor shall commence Work within ten (10) Days of the date specified in the Notice to Proceed. Time being of the essence of this Project, the Contractor shall prosecute the Work diligently, using such means and methods of construction as will secure its full completion within the time period specified in the Agreement. No Work shall be done at the site prior to the date specified in the Notice to Proceed.

7.2. The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work as specified in the Agreement is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Project.

7.3. The Contract Time will commence on the date indicated in the Notice to Proceed.

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

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

A. the Contractor is delayed in the progress of Work by any act or omission of the Owner or the Engineer, or by any separate contractor employed by the Owner, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of nature;

B. such delay affects the overall completion of the Work;

C. the Contractor gives written Notice to the Owner within 48 hours of the start of the occurrence, stating the cause of the potential delay and estimate of the possible Contract Time extension involved; and

D. the Contractor gives written Notice to the Owner of any actual Contract Time extension and/or Contract Price increase requested as a result of the aforementioned occurrences within 10 days after the delay has been remedied.

7.5 Gifts, gratuities, or favors shall not be given or offered by the Contractor to personnel of the Owner.

7.6 The Contractor shall not employ any personnel of the Owner or the Engineer for any services without the prior written consent of the Owner.

7.7 Workers shall have sufficient skill and experience to perform properly the Work assigned to them. Workers engaged in special or skilled Work shall have sufficient experience in such Work and in the operation of equipment required to perform it properly and satisfactorily. Any person employed by the Contractor or any Subcontractor who, in the opinion of the Owner, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or Subcontractor employing the person and shall not be employed again on any portion of the Work without the approval of the Owner.
8.1 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor. Such Notice shall specify the date on which Work shall be resumed and the Contractor shall resume the Work on the date so specified. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes a claim in accordance with the Contract Documents, except that no such increase or extension shall be allowed if the suspension was due to a failure by the Contractor to perform the Work in accordance with the Agreement.

8.2 The Owner may decline to approve or, because of subsequently discovered evidence, nullify the whole or part of any Application for Payment to such extent as may be necessary to protect the Owner from loss on account of:

A. Defective Work not remedied;
B. Claims filed or reasonable evidence indicating probable filing of claims against the Contractor;
C. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
D. A reasonable doubt that the Contract can be completed for the balance then unpaid;
E. Failure to maintain (each month) the record set of drawings and specifications, or a failure to provide the Owner record drawings and specifications within 30 calendar days from the date of the Certificate of Substantial Completion;
F. Failure to periodically remove and dispose of accumulated debris, rubbish, and discarded/damaged materials;
G. Persistent failure to carry out the Work in accordance with the Contract Documents;
H. A reasonable doubt that the Work will be completed within the Contract Time.

8.3 When the above grounds are resolved to the satisfaction of the Owner, payment shall be made for amounts withheld therefore.

IX. TERMINATION OF AGREEMENT

9.1. Termination for the Convenience of the Owner

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

A. Stop Work under the Agreement on the date and to the extent specified in the notice of termination.

B. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement that is not terminated.

C. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.

D. Assign to the Owner, and as directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The Owner shall have the right and discretion to settle or pay any and all claims arising out of the termination of such orders and subcontracts.

E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner. This approval or ratification will be final for all purposes of this section.

F. Transfer title and deliver to the Owner, as directed by the Owner, the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other materials produced as a part of or acquired in connection with the performance of the Work terminated by the notice of termination, and the completed or partially completed plans, drawings, information and other property which, if the Agreement has been completed, would have been required to be furnished to the Owner.

G. Use his best efforts to sell as directed or authorized by the Owner, property of the type referred to in Paragraph F above; provided, however, that the Contractor shall not be required to extend credit to any purchaser. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Agreement or shall otherwise be credited to the Contract price or cost of the Work covered by this Agreement or paid in such manner as directed by the Owner. The Contractor may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner.

H. Complete performance of that Work which was not terminated by the Owner.

I. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the Owner has, or may acquire, an interest.

J. Within 30 Days after the receipt of the Notice of termination, the Contractor may submit a list to the Owner for approval, certified as to quantity and quality of any or all items of, inventory not previously disposed of, exclusive of items, the disposition of which has been directed or authorized by the Owner, and may request the Owner to remove such approved items or enter into a storage agreement covering the same. Not later than 15 Days thereafter, the Owner will accept title to such approved items and remove them or enter into a storage agreement covering same. The list submitted shall be subject to final verification by the Owner upon removal of the items, or if the items were stored within 45 Days from the date of submission of the list.
Any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

K. Within 30 Days after receipt of the notice of termination, the Contractor shall submit to the Owner his termination claim. Such claim shall be submitted in writing. Upon failure of the Contractor to submit its termination claim within the time allowed, the Owner may, at its discretion, reject such termination claim. Such termination claim shall include the cost of the following:

1. The cost of supplies accepted by the Owner and not previously paid for by the Owner, appropriately adjusted for any saving of freight or other charges.

2. The cost incurred in the performance of the Work terminated, including Initial cost and preparatory expense allocable thereto, but exclusive of any cost attributable to supplies paid or to be paid for by the Owner.

3. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders which are properly chargeable to the terminated portion of the Agreement, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by Subcontractors or vendors prior to the effective date of notice of termination and previously paid for by the Owner.

4. A reasonable amount of profit or commission, which will be determined based on the Project's specific overhead and expense data at the rate computed in the original Contract Price or, at the discretion of the Owner, as determined by an audit. The cost of the audit will be borne by the Contractor.

5. Cost of reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this termination portion of the Agreement.

6. The total sum to be paid to the Contractor shall not exceed the Contract Price as reduced by the amount of payments previously made and its further reduced by the Contract Price of Work not terminated. Said total sum shall also be reduced by the reasonable value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to a buyer.

9.2. Termination with Cause/Default

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

Unless otherwise provided, Contractor shall have ten (10) Days from the date such notice is mailed in which to cure the default. Upon failure of the Contractor to cure the default, the Owner may immediately cancel and terminate this Agreement as of the mailing date of the default notice.

Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further Work under this Agreement, and turn over to the Owner any Work in process for which payment has been made.
In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately canceled and terminated by the Owner and provisions herein with respect to opportunity to cure default shall not be applicable.

9.3. Contractor’s Right to Terminate the Agreement

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

X. LIQUIDATED DAMAGES

10.1. It is mutually understood and agreed by and between the Contractor and Owner that in the execution of the Work, time is an essential element of the Agreement, and it is important that the Work proceed vigorously to completion.

10.2. The Owner has the right to deduct any liquidated damages from any money in the Owner’s hands, otherwise due, or to become due, to the Contractor, and to sue for and recover any additional compensation for damages for non-performance of the Work or failure to complete the Work within the Contract Time.

10.3 The assessment of liquidated damages for failure to complete the Work within the Contract Time shall not constitute a waiver of the Owner’s right to collect any additional damages that the Owner may sustain by failure of the Contractor to carry out the terms of the Agreement.

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

A. If Substantial Completion has not been achieved by the scheduled Substantial Completion date, the Substantial Completion liquidated damages shall accrue each Day until Substantial Completion is achieved.

B. If Substantial Completion has been achieved but Final Completion has not been achieved by the Final Completion date, Final Completion liquidated damages shall accrue each Day until Final Completion is achieved.

C. If Substantial Completion is not achieved by the time of Final Completion then liquidated damages for both Substantial and Final Completion shall run concurrently until Substantial Completion is achieved.

D. The scheduled Final Completion date shall not be extended, in any case, solely because Substantial Completion was not achieved by the scheduled Substantial Completion date.
E. This paragraph will not apply to delays in completion of the Work due to acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather, provided, that the Contractor shall, within five (5) Days from the end of the month in which such delay occurred, notify the Owner in writing of the causes of delay and the facts relating thereto; and, provided that such delay occurs prior to the Substantial Completion date or, if Substantial Completion has been achieved, such delay occurs prior to the Final Completion date. Failure to provide such notice shall preclude the Contractor from claiming that delays resulted from the acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather.

F. Nothing in the above clause shall be interpreted as limiting in any way, the Owner’s right to proceed against the Contractor for additional damages or losses. Liquidated damages are for delay only and are in addition to any other rights available to the Owner by contract or law. To the fullest extent permitted by Laws and Regulations, the Contractor shall waive any defense as to the validity of such liquidated damages as set forth herein on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

10.5 Weather shall be considered “unusually severe”, only if a weather condition (or any combination of weather conditions) prevents the Contractor from working a number of workdays during a calendar month, which number exceeds the number of workdays listed below for that calendar month. Delays will only be allowed for the amount of lost work days in excess of the following:

<table>
<thead>
<tr>
<th>Month</th>
<th>Lost Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>6</td>
</tr>
<tr>
<td>February</td>
<td>4</td>
</tr>
<tr>
<td>March</td>
<td>4</td>
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<tr>
<td>April</td>
<td>3</td>
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<td>May</td>
<td>4</td>
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<td>June</td>
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<td>July</td>
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<td>August</td>
<td>3</td>
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<td>September</td>
<td>3</td>
</tr>
<tr>
<td>October</td>
<td>3</td>
</tr>
<tr>
<td>November</td>
<td>3</td>
</tr>
<tr>
<td>December</td>
<td>5</td>
</tr>
</tbody>
</table>

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

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

XI. SEPARATE CONTRACTS BY OWNER

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

XII. INDEMNIFICATION

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

12.2. In any and all claims against the Owner or any of the Owner’s consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, supplier or other person or organization under workers’ compensation acts, disability benefit acts or other employee benefit acts.

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

End of Section
SECTION 109

MEASUREMENT AND PAYMENT

I. MEASUREMENT AND PAYMENT PROCEDURES

1.1. General

A. Measurement will be made on the basis of completion of the Work in accordance with the Contract Documents and the appropriate specification section.

B. Measurement of quantities will be made by the Contractor in the presence of the Owner. The methods of measurement and computations used in determination of quantities of materials furnished and installed shall be those generally recognized as conforming to good engineering practice.

C. The term "Complete in Place" will mean that the item of Work shall be furnished and installed in accordance with the Contract Documents complete with all appurtenances necessary for the item to be used for its intended function. Testing and acceptable results shall be included.

D. Linear foot and vertical foot measurements shall be measured along the horizontal plane of the ground or paved surface.

E. Area computations shall be made on the surface. Pay measurements for area computations will not exceed plan dimensions as shown on the Drawings, unless otherwise approved by the Owner in writing.

F. No payment will be made for length, width, or depth, in excess of that shown on the Drawings or specified in the Specifications for any construction, unless otherwise approved by the Owner in writing.

G. The term "Each" when used as an item of payment will mean complete payment for the Work described in the Contract Documents.

H. The word "Lump Sum" when used as an item of payment will mean complete payment for Work described in the item, including all materials, labor, and equipment necessary to complete the Work in accordance with the Contract Documents.

I. Quantities will be measured and paid for in accordance with one of the following methods, and as specified on the Bid form

1.2. Incidental Items

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

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

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

1.3 Schedule of Values for Lump Sum Bid Items

A. Within fourteen (14) Days after the Effective Date of the Agreement, the Contractor shall submit a schedule of values, in accordance with Section XI, for all of the Work which shall include quantities and prices of items aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work.

B. The Owner shall review the schedule and shall respond in writing to the Contractor within ten (10) Days either approving or disapproving the schedule. If the schedule of values is disapproved, the Contractor shall resubmit the schedule with revised value or additional substantiating data and the Owner shall either approve or disapprove the revised schedule within ten (10) Days. No payments
shall be processed or approved until the schedule of values is approved by the Owner.

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

1.4 Application for Progress Payment by Contractor

A. Unless otherwise provided in this Section, the Owner shall make monthly progress payments to the Contractor on the basis of a duly certified and approved Application for Payment for Work performed during the preceding calendar month as approved by the Owner.

B. At least ten (10) Days before each partial progress payment (but not more often than once a month), the Contractor shall submit to the Owner an Application for Payment filled out and signed by the Contractor for the Work completed during the period covered by the partial progress payment estimate and supported by such data as is required by the Contract Documents.

C. The schedule of values for lump sum items established as provided in Section 109-1.2 shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to the Owner.

D. Up to date Record Drawings, as described in Section 105.V, shall be submitted with monthly invoices.

1.5 Payment for Material on Hand

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

1.6 Review of Applications for Progress Payments

A. The Owner shall, within ten (10) Days after receipt of each Application for Payment, make such investigations as deemed necessary to verify the accuracy of the Application for Payment and either accept the application as accurate and suitable for payment or return the Application to the Contractor indicating in writing the Owner’s reasons for refusing payment. If payment is refused, the Contractor shall make the necessary corrections and resubmit the Application and the Owner shall have an additional ten (10) Days after receipt of the corrected Application for Payment from the Contractor to determine whether this Application is accurate and suitable for payment.

B. The Owner shall, within 30 Days after acceptance of the Application for Payment, make payment to the Contractor. The Owner may refuse to make payment of the full amount because claims have been made against the Owner on account of the Contractor’s performance or furnishing of the Work, or because Liens have been filed in connection with the Work, or because there are other claims entitling the Owner to a set-off against the payment. The Owner shall give the Contractor immediate written Notice stating the reasons for its failure to make payment.

C. The Owner may also refuse to make payment of the full amount because there are other items entitling the Owner to retain set-offs from the amount recommended, including but not limited to:

1. Owner compensation to the Engineer for actual costs for extra personnel hours for labor plus expenses because of the following Contractor caused events:
   a. Witnessing re-testing of corrected or replaced defective Work.
   b. Return visits to manufacturing facilities to witness factory testing or re-testing.
c. Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby.

d. Overtime worked by the Contractor necessitating the Engineer, Resident Project Representative (and support staff, if any), to work overtime.

2. Liability for liquidated damages incurred by the Contractor as set forth in the Agreement.

3. Loss to Owner caused by Contractor acts or omissions including, but not limited to:
   a. Defective Work not remedied;
   b. Claims filed or reasonable evidence indicating probable filing of claims against the Contractor;
   c. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
   d. A reasonable doubt that the Project can be completed for the balance then unpaid;
   e. Failure to maintain (each month) the record set of Drawings and Specifications. Failure to provide the Owner with record Drawings and Specifications within thirty (30) calendar Days from the date of the Substantial Completion;
   f. Failure to periodically remove and dispose of accumulated debris, rubbish, and discarded/damaged materials;
   g. Persistent failure to carry out the Work in accordance with the Contract Documents;
   h. A reasonable doubt that the Work will be completed within the Contract Time.

4. Failure of the Contractor to submit an updated progress schedule or other required supporting documentation (if requested by the Owner) to the Owner with the monthly application for progress payment.

1.7 Retained Funds

A. The Owner shall retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the Agreement by the Contractor. The Owner will release all retainage upon Final Payment.

B. Pursuant to and in accordance with Section 2.2-4334 of the Code of Virginia, the Contractor may exercise the option to use the escrow account utilization procedure with respect to retained funds. The Contractor may do so by indicating its preference for this procedure in the appropriate space provided on the Bid form.

1. Should this option be selected, the Contractor shall execute the Escrow Agreement and shall submit same to the Owner in the manner prescribed by law. If the Escrow Agreement form is not submitted as noted, the Contractor shall forfeit such rights to the use of the escrow account utilization procedure.

2. In order to have retained funds paid to an escrow account, the Escrow Agreement shall be executed by the Contractor, the escrow agent, and the surety, and shall be submitted by the Contractor to the Owner for approval by the Owner’s attorney. The Contractor’s escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement shall contain the complete address of the escrow agent and surety, and the executed Escrow Agreement will be authority for the Owner to make payment of retained funds to the Escrow Agent. After approving the Escrow Agreement, the Owner shall pay to the escrow agent the funds retained as provided herein.
except that funds retained for lack of progress or other deficiencies on the part of the Contractor shall not be paid to the Escrow Agent. The Escrow Agent may, in accordance with the terms of the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided that such funds are fully secured by approved securities.

3. Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the Owner. When the Final Payment is paid, the Owner shall direct to the Contractor money due as determined by the Owner. The Owner reserves the right to recall retained funds and to release retained funds to the surety upon receipt of written request from the Contractor or in the event of default.

4. The escrow account procedure shall apply to any contract for the sum of Two Hundred Thousand Dollars ($200,000), or more, for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines, and pumping stations.

1.9 Conditions of Payment to Contractor

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

B. Prior to Substantial Completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

C. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

D. The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents but in no event shall the provisions of this Section be construed to impose any obligations upon the Owner to either Contractor, the Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

E. The Contractor shall take one of the two following actions within seven (7) Days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor under the Agreement:

1. Pay to the Subcontractor the proportionate share of the total payment received attributable to the Work performed by the Subcontractor under the Agreement; or
2. Notify the Owner and Subcontractor, in writing, or his intention to withhold all or a part of the Subcontractor’s payment with the reason for nonpayment.

F. All contracts awarded by the Contractor to a Subcontractor for any portion of the Work shall include:
   1. An interest clause that obligates the Contractor to pay interest to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor under that contract, except for amounts withheld as allowed.
   2. An interest rate clause stating, “Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.”
   3. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, limited liability companies and corporations to provide their federal employer identification numbers.

G. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as specified in Section 1.7 above, with respect to each lower-tier Subcontractor.

H. A Contractor’s obligation to pay an interest charge to a Subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the Owner. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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

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

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

1.12 Payment Affidavit

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

II. CHANGE ORDERS AND FIELD ORDERS

2.1. The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

2.2. The Contract Price and Contract Time may be changed only by a Change Order, approved by the Owner prior to the performance of the Work by the Contractor or granted by the Owner upon written Notice by Contractor submitted in accordance with Section 104-5.2 and 5.3 or Section 105-16.2. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price or Contract Time shall be established in accordance with the following methods in the order of precedence listed below:

A. Established contract unit prices;

B. An agreed lump sum or unit price established by direct negotiation between the Contractor and the Owner; or,

C. In the event that any changes in the Work are not settled under A. and B. above, the Contract Price shall be adjusted in accordance with the following:
   1. In any case such change involves extra Work which is performed by the Contractor, the Contract Price shall be increased by (a) the direct cost of such Work, as mutually agreed upon or otherwise as determined in accordance with the Contract Documents, and (b) ten percent (10%) of the amount of (a) to cover Contractor’s additional job (field and home office) overhead, and (c) five percent (5%) of the sum of (a) and (b) to cover Contractor’s additional job profit.
   2. In any case such change involves extra Work which is performed by a Subcontractor, the Contract Price shall be increased by (a) the amount paid by the Contractor to the Subcontractor for such extra Work, and (b) seven and one-half percent (7-1/2%) of the amount paid to the Subcontractor to cover the Contractor’s additional job (field and home office) overhead and (c) five percent (5%) of the sum of (a) and (b) to cover Contractor’s additional job profit. On Work performed by the Subcontractor, the Subcontractor shall be allowed overhead and profit in accordance with paragraph C (1) above.
   3. In the case of either subparagraph 1 or 2 above, the Contract Price shall also be increased by the corresponding increase in the cost of the Contractor’s performance bond.

2.3. It is the Contractor’s responsibility to notify his Surety of any change affecting the general scope of the Work or change in the Contract Price and/or Contract Time so that the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

2.4 Whenever changes, alterations, additions, omissions, or revisions are called for by the Owner for which the necessary Drawings and details have been completed and submitted to the Contractor, or when changes,
alterations, additions or omissions are clearly given in writing to the Contractor, the Contractor is to submit an itemized statement of quantities and prices incidental to such revisions, changes, additions and omissions.

2.5 The Owner may at any time order minor changes within the scope of Work by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time or both, in which event the Contractor shall give the Owner written Notice thereof within seven (7) Days after the receipt of the ordered change. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner. The Owner shall respond to such written Notice from Contractor within twenty-one (21) days after receipt.

2.6 If any item in the Agreement is determined to be unnecessary for the proper completion of the Work contracted, the Owner may, upon written Notice to the Contractor, eliminate such item from the Agreement. Payment will not be made for such item except that the Contractor shall be compensated for the actual cost of any Work performed for the installation of such item and the net cost of materials purchased, including freight and tax costs, as evidenced by invoice. No additional compensation will be made for overhead or anticipated profit.

2.7 The Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time due to any condition or alleged condition if:

   A. The Contractor knew of the existence of such conditions at the time the Contractor made a final commitment to the Owner in respect of Contract Price and Contract Time by the submission of a Bid; or

   B. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for the Contractor prior to the Contractor making such final commitment; or

   C. The Contractor failed to give the written Notice within the time and as required by Section 104-5.2 and 5.3 or Section 105-16.2 or Section 108-7.4.
III. CHANGE ORDER FORM

No.________

DATE OF ISSUANCE _______________ EFFECTIVE DATE__________________________

OWNER  City of Chesapeake, Virginia  
CONTRACTOR ____________________________________________________________________
Project ___________________________________________________________________________
OWNER’S Contract No. ___________ ENGINEER’S Contract No. ________________
ENGINEER__________________________________________________

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

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price $ _____________________</td>
<td>Original Contract Times: Final Completion: ____________________ (Days or dates)</td>
</tr>
<tr>
<td>Net Increase (Decrease) from previous Change Orders No._____ to _____: $ _____________________</td>
<td>Net change from previous Change Orders No.____ to No. _____ Final Completion: ____________________ (Days)</td>
</tr>
<tr>
<td>Contract Price prior to this Change Order: $ _____________________</td>
<td>Contract Times prior to this Change Order: Final Completion: ____________________ (Days or dates)</td>
</tr>
<tr>
<td>Net increase (decrease) of this Change Order: $ _____________________</td>
<td>Net increase (decrease) of this Change Order: Final Completion: ____________________ (Days)</td>
</tr>
<tr>
<td>Contract Price with all approved Change Orders: $ _____________________</td>
<td>Contract Times with all approved Change Orders: Final Completion: ____________________ (Days or dates)</td>
</tr>
</tbody>
</table>

RECOMMENDED: _______ APPROVED: _______ ACCEPTED: _______  
By: ______________________ By: ______________________ By: ______________________  
ENGINEER(Authorized Signature) OWNER(Authorized Signature) CONTRACTOR(Authorized Signature)  
Date: _______________ Date: _______________ Date: _______________  
APPROVED AS TO FORM ______________________ City Attorney’s Office
IV. APPLICATION FOR PAYMENT

PROJECT SUMMARY
Date: ______________________ Contractor’s Name: ________________________________

Project Name: Great Bridge Bascule Span Hydraulic Repair  Project Number: IFB# 98194
Original Contract Amount: $_____________
Original Contract Time: ____________ Days
Adjusted Contract Amount (by approved Change Orders): $_____________
Adjusted Contract Time (by approved Change Orders): ____________ Days
Adjusted Contract Completion Date: ________________

STATUS OF WORK PERFORMED
Total Value of Original Work Performed to Date: $_____________
Total Value of Change Order Work Performed to Date (with attachment): $_____________
Total Value of All Work Performed to Date: $_____________
Value of Materials Stored (Attach Statement): $_____________
Less ________% Retained by Owner: $_____________
Net Amount Earned on Contract to Date: $_____________
Fewer Amounts of Previous Payments Approved: $_____________
BALANCE DUE THIS PAYMENT:
Value of Work Remaining to be Completed: $_____________
Percentage Complete to Date (Value/Time): ________% ________%

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

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

<table>
<thead>
<tr>
<th></th>
<th>By</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>Contractor</td>
<td></td>
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<tr>
<td>Resident Project Rep.</td>
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<td></td>
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<tr>
<td>Engineer</td>
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<tr>
<td>Owner</td>
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</tbody>
</table>
V. AFFIDAVIT OF PAYMENT OF CLAIMS

BY: __________________________________________

(Contractor)

____________________________________________________________________

____________________________________________________________________

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

City of Chesapeake, Virginia

(Owner)

and __________________________________________

(Contractor)

dated ____________, 20___, for the construction of ____________________________________________

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

________________________

CONTRACTOR

BY: __________________________

TITLE: _______________________

DATE: _______________________

___________________________________

SEAL OF CONTRACTOR

Subscribed and sworn to before me this ____________________________ day of, 20 ___.

He/She is known to me or provided ____________________________ as identification.

My commission expires on __________________________. Registration No: __________________________

________________________

NOTARY PUBLIC

___________________________________

NOTARY SEAL

Great Bridge Bascule Span Hydraulic Repair
City of Chesapeake, VA

109-11
VI. CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Description: Great Bridge Bascule Span Hydraulic Repair
Project No: IFB# 98194

Location: ___________________________ Completion Date: ___________

Contract For: ______________________ Contractor: ___________________

Owner: City of Chesapeake, Virginia

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

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

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

Date of Substantial Completion

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

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

This certificate is issued, accepted, and acknowledged by:

Engineer ____________________________ By ____________________________ Title ____________________________ Date ____________

Contractor ____________________________ By ____________________________ Title ____________________________ Date ____________

Owner ____________________________ By ____________________________ Title ____________________________ Date ____________
VII. STATEMENT OF SURETY COMPANY

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

BETWEEN _City of Chesapeake, Virginia__________________________________________

(OWNER)

AND ____________________________________________

(CONTRACTOR)

THE __________________________________________________________________________

(SURETY)

SURETY on the Material and Labor Payment BOND of:

______________________________________________________________________________

(CONTRACTOR)

after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from

CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been

satisfactorily settled, hereby approves of the final payment to the said

______________________________________________________________________________, CONTRACTOR, and by these presents

witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its

obligations to

City of Chesapeake, Virginia_____________________________________________________

(OWNER)

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

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

____________________, 20__.

ATTEST:

(SEAL) _____________________________ BY _________________________________

______________________________

PRESIDENT

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, shall

be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such

instruments on behalf of the Company represented.
VIII. CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

________________________ (Contractor) ___________________ of ______________________________ County/City and State of ___________________________ does hereby acknowledge that he has received this day from the City of Chesapeake, Virginia the sum of One Dollar ($1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to

________________________ (Contractor) ___________________ Dated _______________, 20___.

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

IN WITNESS WHEREOF ____________________________ (Contractor) ___________________ has caused these presents to be duly executed this _________ day of ________________________, 20____.

Signed, Sealed and Delivered in the Presence of:

________________________

CONTRACTOR___________________________
(SEAL)

BY: ____________________________
Name

________________________
Title

________________________

ATTEST:

________________________
SECRETARY
XIX. Manhole/Structure Protective Coating POST INSTALLATION Certification
(Submit prior to Substantial Completion)

<table>
<thead>
<tr>
<th>Project Name</th>
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<tbody>
<tr>
<td>Owner</td>
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<td>Contractor</td>
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<td>Agreement No.</td>
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</table>

Applicator: __________________________
Company Name: __________________________
Address: ________________________________

Telephone: ________________________________
Applicator: __________________________
Date: __________________________

I certify that the coating system identified below was installed in conformance with the manufacturer’s recommendations at the conditions listed below.

This applicator is certified by ___________________________, Coatings Manufacturer, located at ___________________________, Coatings Manufacturer Authorized Representative/Title __________________________
(Date)

Coatings Manufacturer Authorized Representative/Title __________________________
Date: __________________________

Coating System: __________________________
(Use Separate Form For Each Coating System Applied)

<table>
<thead>
<tr>
<th>Date Applied</th>
<th>Manhole/Structure Number</th>
<th>Actual Substrate Conditions</th>
<th>Ambient Air Conditions</th>
<th>Min/Max Recoat</th>
<th>Dry Film Thickness</th>
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<tbody>
<tr>
<td></td>
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<td>CSP Rating</td>
<td>Temp. (°F)</td>
<td>Moisture (Yes/No)</td>
<td>Temp. (°F)</td>
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Great Bridge Bascule Span Hydraulic Repair
City of Chesapeake, VA

109-15
<table>
<thead>
<tr>
<th>Date Applied</th>
<th>Manhole/Structure Number</th>
<th>Actual Substrate Conditions</th>
<th>Ambient Air Conditions</th>
<th>Min/Max Recoat</th>
<th>Dry Film Thickness</th>
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SECTION 110
SPECIAL PROVISIONS

I. CONSTRUCTION DRAWINGS:

Plans are the property of the Owner and shall not be used for any purposes other than those specified in these Contract Documents. All references to the Owner Shall be construed to mean the City of Chesapeake, Virginia.

II. HAMPTON ROADS PLANNING DISTRICT COMMISSION REGIONAL CONSTRUCTION STANDARDS:

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

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

III. CHESAPEAKE CITY CODE REFERENCES

Certain sections of these Contract Documents contain references to the Chesapeake City Code. These shall refer to the Chesapeake City Code as adopted by Chesapeake City Council on March 22, 1994, with all amendments thereto through to the date of advertisement. Some references to the City Code may be by the Section Numbers in the previous 1970 edition. The corresponding section of the current edition may be found by consulting the “CODE COMPARATIVE TABLES” at the end of the Code. In any case, any such references to a section by its priorities (1970) number shall mean the corresponding section as numbered in the current code.

VI. HAMPTON ROADS PLANNING DISTRICT COMMISSION REGIONAL CONSTRUCTION STANDARDS MODIFICATIONS:

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

The following modifications, additions, or deletions to the HRPDC Regional Construction Standards are hereby incorporated into the contract documents. The HRPDC Divisions 2 through 8 and Standard Details sections are not included in the Bid Documents but is incorporated by reference herein. Please refer to the sixth edition of the HRPDC Specification for the specific sections. For items not addressed in the HRPDC Regional Construction Standards, including these Special Provisions, the City’s Public Facilities Manual shall apply. The Public Facilities Manual is not included in the Bid Documents but is incorporated by reference herein. Electronic versions are available on the respective websites. Electronic versions are available on the respective websites.
## MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
<th>Subsection</th>
<th>Modification</th>
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</thead>
<tbody>
<tr>
<td>101</td>
<td>General Definitions</td>
<td>101-3</td>
<td>1.28</td>
<td>References to “Owner” shall be construed to mean “The City of Chesapeake, Department of Public Works”.</td>
</tr>
<tr>
<td>101</td>
<td>General Definitions</td>
<td>101-3</td>
<td>1.29</td>
<td>References to “Owner’s Representative” shall be construed to mean “The City of Chesapeake, Department of Public Works”.</td>
</tr>
<tr>
<td>102</td>
<td>Preparation of Bid</td>
<td>102-5</td>
<td>6</td>
<td>A City of Chesapeake Ordinance requires all contractors performing work in the City of Chesapeake to have a Chesapeake Business License. The Business License must be obtained prior to award of contract. All Bids shall be balanced. Such items as profit and general overhead expenses shall be distributed uniformly over all pay items. Other expenses such as labor, materials, engineering, supervision, etc. shall be distributed uniformly among those pay items to which these expenses pertain. Any bid which the City considers unbalanced may be rejected if it can not be resolved to the City’s satisfaction during discussions.</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-20</td>
<td>V. PRODUCTS</td>
<td>Add the following to 5.2.B Tack Coat : “Asphalt for tack coat shall consist of an emulsion and shall conform to the provisions of ASTM D-8 and VDOT Road And Bridge Specifications.”</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-21</td>
<td>V. PRODUCTS</td>
<td>Replace 5.3.B.2. with: “2. Skids and casing spacers shall be in accordance with Chesapeake Public Facilities Manual, Volume III, Division 56.”</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-21</td>
<td>V. PRODUCTS</td>
<td>5.4. Clearing and Grubbing Delete paragraph B</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-48</td>
<td>V. PRODUCTS</td>
<td>5.9 Rip Rap Add the following: to 4. “VDOT Class A1 Equivalent” after “Class IV:”.</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-49</td>
<td>V. PRODUCTS</td>
<td>5.9 Rip Rap Add the following: “H. Sand cement riprap in bags shall conform to the requirements of City of Chesapeake Public Facilities Manual, Volume III, Division 17.</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-52</td>
<td>V. PRODUCTS</td>
<td>5.10 Sanitary Force Main Systems E. Valves 1. Gate Valves Delete a. with i. Double Disc Gate Valves shall be used for pipelines from 4 inches up to and including 10 inches in diameter, and shall conform to AWWA C500. These valves may also be used on larger pipe if used in conjunction with a tapping sleeve. Gate valves shall be</td>
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### MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

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<td>double disc type, iron body, non-rising bronze stem, with an O-ring stuffing box and shall be suitable for buried service. Gate valves shall be Darling No. 55, Smith “Hydrogate”, Mueller A2380 or Kennedy. Resilient seat valves may be used for pipelines 4 inches through 10 inches in diameter and shall conform to AWWA C509, latest revision. These valves may also be on large pipe if used in conjunction with a tapping sleeve.</td>
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<td>ii. Resilient seat valves shall be rubber encapsulated wedge type, ductile iron body, non-rising stem with O-ring stuffing box, suitable for buried service. The wedge shall be constructed of ductile iron with rubber bonded (not mechanically attached) to the wedge. The wedge shall seat against all seating surfaces and shall be equally effective regardless of the pressure differential across the wedge. The stem shall be sealed by at least two O-rings. Upper stem seals shall be replaceable with valve fully open and while subjected to the full rated pressure of the valve. The body of the valve shall be fully epoxy coated, inside and out with fusion bonded epoxy. Coating shall conform to AWWA C550, latest revision. Valves shall be American Flow Control series 500, Mueller A-2360, Kennedy Kenseal II, US Pipe Metroseal 250, American AVK, and Clow RW F6102-NRS.</td>
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<td>iii. Rubber-Seated Butterfly Valves shall be used on pipelines 12 inches and larger in diameter, and shall conform to AWWA C504. Unless otherwise indicated, butterfly valves shall be short-body, Class 150B and suitable for buried service. Manual operators shall be of the traveling nut or worm gear-type, sealed, gasketed, and lubricated for underground service. The valve shall be operable with a minimum input of 150-foot pounds on the operating nut, and capable to withstand an overload input torque of 450-foot pounds at full open and full closed positions without damage to the operator or valve. The disc shall be capable of holding in any intermediate position without creep or flutter. Valves shall be American Darling Class 150, Mueller “LineSeal III”, Kennedy “ADAP-</td>
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<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-53</td>
<td>V. PRODUCTS</td>
<td>5.10. Sanitary Force Main Systems F. Appurtenances Add to 1. 2” taps are to be direct tapped on ductile iron mains 20” and larger. All others must use a saddle that conforms to the specifications.</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-54</td>
<td>V. PRODUCTS</td>
<td>5.10. Sanitary Force Main Systems F. Appurtenances 3. Service Saddle Replace g. with g. Service saddles shall conform to AWWA C-800 for high pressure service: i. For ductile iron or PVC shall be equal to the Smith Blair 313 Double Strap Saddle Style 317 (nylon coated), Romac 202 NS, Cascade CNS2, JCM406, or the Ford FS202 or approved equal. ii. For asbestos cement shall be equal to the Smith Blair 331 saddle.</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-54</td>
<td>V. PRODUCTS</td>
<td>5.10. Sanitary Force Main Systems F. Appurtenances Add a new paragraph: 4. All RFID markers shall be 3M 1400 Series ID Ball Markers or approved equal.</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-54</td>
<td>V. PRODUCTS</td>
<td>5.10 Sanitary Force Main Systems G. Joint Restraint Devices 3. Ductile Iron Pipe b. Mechanical joints Add the following types: All Grip and Star Grip restraint systems and Sigma One Lok retainer gland.</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-54</td>
<td>V. PRODUCTS</td>
<td>5.10 Sanitary Force Main Systems G. Joint Restraint Devices 5. Concrete Reaction Blocking Delete paragraph 5. (Concrete reaction blocks not accepted.)</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-56</td>
<td>V. PRODUCTS</td>
<td>5.10 Sanitary Force Main Systems I. Sleeves and Couplings Replace paragraph 1. 1. Mechanical joint sleeves shall be solid type long body pattern as approved by the Owner, manufactured in accordance with ANSI/AWWA C110/A21.10. Sleeves shall have a minimum pressure rating of 350 psi. Glands, gaskets, bolts and nuts shall be in accordance with ANSI/AWWA c111/A21.11.</td>
</tr>
<tr>
<td>Section</td>
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</table>
| 200     | Products and Materials       | 200-60| V. PRODUCTS| 5.11 Sanitary Gravity Sewer Systems  
                      D. Manholes  
                      10. Stainless Steel Manhole Inserts  
                      Revise paragraph 10. to read:  
                      10. Stainless Steel Manhole Inserts (if specified) are required.  
                      Add to last paragraph:  
                      A handle shall be provided in the insert and attached with a stainless steel rivet. The handle shall be made of 3/16 inch braided stainless steel cable coated with plastic. A PVC vacuum valve shall also be installed by the manufacturer and equipped with an EPDM backflow prevention tube extending above the depth of the insert. The insert shall be a "Rainstopper" as manufactured by Southwest Packing and Seals, Shreveport, LA or approved equal. |
| 200     | Products and Materials       | 200-61| V. PRODUCTS| 5.12 A. Seed  
                      Seed Shall conform to City of Chesapeake Public Facilities Manual Vol. III DIV 20.02 D. unless otherwise noted on the plan. |
| 200     | Products and Materials       | 200-68| V. PRODUCTS| 5.19 Water Distribution Systems  
                      Delete the entire paragraph C. Molecularly Oriented Polyvinyl (PVCO) Pipe isn’t accepted |
| 200     | Products and Materials       | 200-70| V. PRODUCTS| 5.19 Water Distribution Systems  
                      F. Valves  
                      1. Gate Valves  
                      Replace paragraph 1.a. with:  
                      i. Double Disc Gate Valves may be used for pipelines from 4 inches up to and including 10 inches in diameter, and shall conform to AWWA C500. These valves may also be used on larger pipe if used in conjunction with a tapping sleeve. Gate valves shall be double disc type, iron body, non-rising bronze stem, with an O-ring stuffing box and shall be suitable for buried service. Gate valves shall be Darling No. 55, Smith “Hydrogate”, Mueller A2380 or Kennedy. Resilient seat valves may be used for pipelines 4 inches through 10 inches in diameter and shall conform to AWWA C509, latest revision. These valves may also be on large pipe if used in conjunction with a tapping sleeve.  
                      ii. Resilient seat valves shall be rubber encapsulated wedge type, ductile iron body, non-rising stem with O-ring stuffing box, suitable for buried service. The wedge shall be constructed of ductile iron with rubber bonded (not mechanically attached) to the wedge. The wedge shall seat against all seating surfaces and shall be equally effective |
### MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

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<td>regardless of the pressure differential across the wedge. The stem shall be sealed by at least two O-rings. Upper stem seals shall be replaceable with valve fully open and while subjected to the full rated pressure of the valve. The body of the valve shall be fully epoxy coated, inside and out with fusion bonded epoxy. Coating shall conform to AWWA C550, latest revision. Valves shall be American Flow Control series 500, Mueller A-2360, Kennedy Kenseal II, US Pipe Metroseal 250, American AVK, and Clow RW F6102-NRS.</td>
</tr>
<tr>
<td>iii.</td>
<td>Rubber-Seated Butterfly Valves shall be used on pipelines 12 inches and larger in diameter, and shall conform to AWWA C504. Unless otherwise indicated, butterfly valves shall be short-body, Class 150B and suitable for buried service. Manual operators shall be of the traveling nut or worm gear-type, sealed, gasketed, and lubricated for underground service. The valve shall be operable with a minimum input of 150-foot pounds on the operating nut, and capable to withstand an overload input torque of 450-foot pounds at full open and full closed positions without damage to the operator or valve. The disc shall be capable of holding in any intermediate position without creep or flutter. Valves shall be American Darling Class 150, Mueller “LineSeal III”, Kennedy “ADAP-TORQ”, M&amp;H Valve or Pratt Groundhog Class 150B.</td>
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<tr>
<td>iv.</td>
<td>Resilient Seat Valves (2”) – For use on meter assemblies, 1 ½” and 2” mains, and blow offs. These valves shall meet the requirements noted for resilient seat valves, except that they shall be thread by thread joints.</td>
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#### 5.19 Water Distribution Systems F. Valves 1. Gate Valves

Add the following to paragraph b.:


Add the following to paragraph c:

- “Brass Gate Valves (2”) - For use on meter assemblies, 2-inch mains, and blow offs shall be NIBCO Model T113-T or approved equal. Valve shall be of the non-rising stem,
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<tbody>
<tr>
<td></td>
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<td></td>
<td>V. PRODUCTS</td>
<td>solid wedge, “T”-handle type. Valve shall open left (counter-clockwise).</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-70</td>
<td>5.19</td>
<td>Water Distribution Systems  F. Valves 1. Gate Valves</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS</td>
<td>In paragraph d. Replace “counterclockwise” with “clockwise”</td>
</tr>
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<td></td>
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<td></td>
<td>PRODUCTS</td>
<td>Add paragraph c.: Valves shall be American Darling Class 150, Mueller LineSeal III, Kennedy ADAP-TORQ, M&amp;H Valve or Pratt Groundhog Class 150B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS</td>
<td>In paragraph b. Add “Valves shall open in a clockwise direction, unless otherwise noted.”</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS</td>
<td>Replace with: “6. Fire hydrants shall be Mueller Centurion - A42l, American Darling Mark-73, Kennedy Guardian K-81, or M&amp;H Reliant Style 929, Metropolitan 4-1/2”</td>
</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-72</td>
<td>5.19</td>
<td>Water Distribution Systems  H. Fire Hydrants</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>PRODUCTS</td>
<td>Add the following to H.: 7. The hydrant shall be painted with an aluminum finish coat.</td>
</tr>
<tr>
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<td>8. Operating nut shall turn clockwise to open hydrant.</td>
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<td>9. Steamer nozzle shall be 4½ -inch.</td>
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<td></td>
<td>a. Corporation Stops: The corporation stops shall conform to the O.D. of the copper tubing of the required size service line. Inlet threads shall be AWWA standard inlet threads and conform to AWWA C800. The following Ford pack joint or Mueller compression type fittings to match service line O.D. shall be used.</td>
</tr>
<tr>
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<td>(1). Ford pack joint No. F-1000 for service lines 3/4 inch to 2 inch.</td>
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<td></td>
<td>(2). Mueller compression fitting No. H-15008 for service lines 3/4 inch to 1 inch and No. H-15013 for service lines 1-1/2 inch to 2 inch.</td>
</tr>
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<td>b. Angle Curb Stops: The following types shall be used:</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td>(2). 5/8” x 3/4” x 1” Ford pack joint No. KV43-342 with 1” inlet and coupling for 3/4” meter or</td>
</tr>
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<td>Section</td>
<td>Title</td>
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<td>Modification</td>
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<td></td>
<td>Mueller compression fitting No. H-14253 with 1&quot; inlet and coupling for 3/4&quot; meter.</td>
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<td>c.</td>
<td>Angle Flanged Valves: The following types shall be used:</td>
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<tr>
<td></td>
<td>(1). 1-1/2&quot; x 1-1/2&quot; x 1-1/2&quot; Ford No. FV43-66w with pack joint inlet or Mueller compression No. H-14277 with compression inlet to match O.D. of 1-1/2&quot; tubing.</td>
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<td></td>
<td>(2). 2&quot; x 2&quot; x 1-1/2&quot; and 2&quot; Ford No. FV43-777w with pack joint inlet or Mueller No. H-14277 with compression inlet to match O.D. of 2&quot; tubing.</td>
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<td></td>
<td>Replace paragraph g. with the following:</td>
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<td>g.</td>
<td>Service Saddles shall conform to AWWA C-800 for high pressure service:</td>
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<td></td>
<td>i. For ductile iron or PVC shall be equal to the Smith Blair 313 Double Strap Saddle. Style 317 (nylon coated) , Romac 202 NS, Cascade CNS2, JCM 406 or the Ford FS202 or approved equal</td>
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<td>ii. For asbestos cement shall be equal to the Smith Blair 331 saddle.</td>
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</tr>
<tr>
<td>200</td>
<td>Products and Materials</td>
<td>200-74</td>
<td>V. PRODUCTS</td>
<td>5.19 Water Distribution Systems K. Joint Restraint Devices</td>
</tr>
<tr>
<td></td>
<td>Replace Section 1 with:</td>
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<td>“1. Retainer Glands - shall be installed where indicated on the plans or as directed by the Engineer, either as the primary method of restraint or as a supplement to concrete blocking, or other methods. Retainer glands shall be cast from high strength ductile iron. The gland shall be compatible with mechanical joint connectors meeting the requirements of AWWA C111. The set screws shall be equipped with square heads, cupped points and at least equal in number to the bolt holes. The minimum diameter of the set screw shall be 5/8 inches. Acceptable types shall be:</td>
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<td></td>
<td>a. Star Retainer Series 1300 by Uniflange Corp.</td>
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<td>b. Mega Lug (Series 100, 300, 500, 800, 1000, 1500, 3500) by EBAA Iron, Inc.</td>
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<td></td>
<td>c. Approved equal to above”</td>
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<td>Modify section L as follows:</td>
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<tr>
<td>L.2</td>
<td>Replace the second sentence with:</td>
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<td>“Valves shall be tapping flange mechanical joint bell unless shown otherwise on the plans. With the exception of seat rings and body flange, all other features of the valve shall be in accordance with the requirements for double disc gate valves.”</td>
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<tr>
<td>L.3</td>
<td>Replace second sentence with:</td>
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**MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS**

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<td></td>
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<td>“Cast sleeves for tapping cast iron pipe, shall be of gray cast iron meeting ASTM A126 Grade B, or ductile iron meeting ASTM A536 Grade 65-42-12. Cast tapping sleeves for use on all pipes shall be as manufactured by American Darling, Mueller Co., or approved equal.”</td>
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<td>Add the following to section L:</td>
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<td>“5. Exterior Coatings</td>
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<td>Exterior coatings shall be asphalthic varnish per Federal Specification TT-V-51, Military Specification MIL C-450, or the manufacturer's standard or optional coating as stated herein.”</td>
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<tr>
<td>200</td>
<td>Products and</td>
<td>200-77</td>
<td>V. PRODUCTS</td>
<td>5.19. Water Distribution Systems M. Sleeves and Couplings Add the following to M.:</td>
</tr>
<tr>
<td></td>
<td>Materials</td>
<td></td>
<td></td>
<td>“7. Exterior Coatings</td>
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<td></td>
<td></td>
<td>Exterior coatings shall be asphalthic varnish per Federal Specification TT-V-51, Military Specification MIL C-450, or the manufacturer's standard or optional coating as stated herein.”</td>
</tr>
<tr>
<td>200</td>
<td>Products and</td>
<td>200-</td>
<td>V. PRODUCTS</td>
<td>5.26 Geosynthetics B. Testing and Documentation Replace paragraph B.4 with the following:</td>
</tr>
<tr>
<td></td>
<td>Materials</td>
<td>127</td>
<td></td>
<td>4. Subgrade Stabilization</td>
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<td>“Geotextile fabrics for roadbed stabilization. A woven polypropylene, polyethylene, or polyamide geotextile fabric meeting the following minimum properties shall be used:</td>
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<td>Tensile Strength 300 lbs. (ASTM D-4632)</td>
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<td></td>
<td>Percent Elongation 15-35% (ASTM D-4632)</td>
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<td>Coefficient of Water Permeability 0.1 cm/sec (ASTM D-4491)</td>
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<td>Mullen Burst Strength 425 psi (ASTM D-3786)</td>
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<td>Puncture Strength 120lbs. (ASTM D-3787)</td>
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<td>Trapezoidal Tear Strength 100lbs. (ASTM D-4533)</td>
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<td></td>
<td>Abrasion Resistance 85 lbs. (ASTM D-4533)</td>
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<td>Each roll of fabric must meet or exceed the above criteria.”</td>
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<tr>
<td>301</td>
<td>Clearing and</td>
<td>301-1</td>
<td>II. EXECUTION</td>
<td>Add. to 2.1.A. Contractor shall also include wetland limit as shown on the plan. Add. to 2.1.B. Contractor shall also include wetland protection using orange temporary fencing as incidental.</td>
</tr>
<tr>
<td></td>
<td>Grubbing</td>
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<td></td>
<td>2.3 Grubbing</td>
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<td>Replace Paragraph B with the following:</td>
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<td>“The Contractor shall clear and grub all areas within public easements and rights of way as shown on the approved plans. Clearing shall include felling all standing trees, except where designated by the Engineer to remain, and</td>
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MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

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<td>cutting of all brush. Grubbing shall include removal of all stumps. Roots shall be removed to a depth not less than 18” below subgrade. The work also includes complete removal and disposal of all felled trees, brush and stumps, etc. In addition, any depressions resulting from the above removals must be backfilled to the original ground elevation. This work shall be done in strict accordance with state, local, and federal laws controlling open burning. Prior approval and coordination must be handled by the Contractor with the City of Chesapeake Fire Department.</td>
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<td></td>
<td>Existing trees that are designated to be retained after construction shall be protected during construction in the following ways, and as per Virginia Erosion and Sediment Control Standard Specification 1.85.</td>
</tr>
<tr>
<td>301</td>
<td>Clearing and Grubbing</td>
<td>301-5</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace D. with:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>D. Temporary orange tree protective fencing installed for protection and wetland delineation shall be considered incidental to the project.</td>
</tr>
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</table>

1. Prior to any clearing, grading or construction, protective barriers shall be placed around all trees to be retained on the site to prevent the destruction or damage of trees. These will be located in a circular pattern with a radius equal to the length of the widest or longest branch. Material will not be stockpiled within this defined area and vehicles and other equipment are to be excluded from this area to avoid soil compaction. The only exception to this requirement will be those specifically allowed by these standards and specifications.

2. Boards or wires of a non-protective nature will not be nailed or attached to trees during building operations.

3. Heavy equipment operations will be cautioned to avoid damage to existing tree trunks, and roots during land leveling operations. Feeder roots should not be cut in an area equal to twice the tree circumference (measured 4-1/2’ above ground in inches). Expressed in feet. (Example – circumference of ten inches would have a “no cut” zone of twenty feet in all directions from the tree.) This should apply to ditching for all utility services, if feasible.

4. All roots severed or severely damaged during building or land leveling shall be trimmed to remove damaged or splintered areas. Exposed roots should be covered and moistened immediately after exposure.

5. All tree limbs damaged during building or land leveling, or removed for any reason, will be sawed to the limb collar of the tree trunk.”
# MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

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</table>
| 302     | Drainage Structures    | 302-16| III. MEASUREMENT FOR PAYMENT | Replace I with:  
I. Reinstalled drainage pipe will not be measured and will be considered incidental to the cost of other bid items and no separate payment will be made.                                      |
| 302     | Drainage Structures    | 302-16| III. MEASUREMENT FOR PAYMENT | Add to L.:  
Curtain Walls (Grade Beams) are to be cast in place and paid as lump sum.                                                                 |
| 302     | Drainage Structures    | 302-16| III. MEASUREMENT FOR PAYMENT | Replace Section III, P with “Manholes will be paid for at the contract unit price per each at the depth increments as follows:  
Less than 5’  
5’ – 7’  
7’ – 9’  
9’ – 11’  
11’ – 13’  
Greater than 13’  
Payment will be made at the unit price bid for each manhole per depth range as outlined above, installed and satisfactorily tested, and will include the cost of the following:  
1. All appurtenances required for satisfactory operation  
2. Bedding  
3. Cleaning prior to acceptance, as required  
4. Dewatering, sheeting and shoring  
5. Excavation, bedding, backfill, and compaction  
6. Manhole, complete including frame and cover, benches inverts, steps and troughs  
7. Openings and seals |
| 303     | Earthwork              | 303-3 | II. EXECUTION             | Add the following to 2.1.F Regular Excavation:  
“8. Slopes for the roadway, intersections, and entrances shall be graded to conform to the lines, grades, and typical cross section shown on the plans within the following tolerances:  
1. Finished Grade: 0.10 foot above or below plan grade.  
2. Earth Excavation Slopes:  
a. Slopes less than or equal to 3:1 shall be grooved and shall not deviate from the plan surface by more than 0.5’.  
b. Slopes greater than 3:1 shall be constructed to within an average deviation of 0.5’ from the cross-sections for the side slopes.  
c. All ditches must be graded to within 0.2’ of its proposed invert as shown on the construction plans.  
9. Compaction Tests: The City, or its authorized representatives, reserve the right to perform compaction tests on any or all portion(s) of backfill |
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<th>Modification</th>
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</thead>
<tbody>
<tr>
<td>303</td>
<td>Earthwork</td>
<td>303-3</td>
<td>II. EXECUTION</td>
<td>placed at no costs to the Contractor. However, in the event the compaction of this backfill is not in compliance with the above requirements, the Contractor shall take corrective measures at no costs to the City to bring the backfill within the limits of these Specifications. The Contractor shall then be responsible for reimbursing the City all costs associated with the performance of compaction test(s) in those sections of the backfill that failed the compaction test(s).</td>
</tr>
</tbody>
</table>

Add the following to 2.1.G. Undercut Excavation for Roadway Excavation:

4. Undercut Excavation must conform to the following requirements for removal, disposal, replacement and compaction of select material:
   A. When unsuitable material must be removed from an area of the project where undercut is not shown on the plans, unsuitable material removed after regular excavation will be measured as undercut excavation.
   B. Unsuitable material shall be disposed of at off-site locations. The Contractor shall be responsible for obtaining the necessary rights and permits to property upon which to deposit the unsuitable material.
   C. The select Borrow II used to replace the unsuitable excavated material will be placed in uniform layers and must be mechanically compacted to a minimum density of ninety-five percent (95%) of its theoretical maximum density as per the plans and VTM-1 within the right-of-way at plus or minus twenty percent (20%) of its optimum moisture.
   D. Compaction Tests: The City, or its authorized representatives, reserve the right to perform compaction tests on any or all portion(s) of backfill placed at no costs to the Contractor. However, in the event the compaction of this backfill is not in compliance with the above requirements, the Contractor shall take corrective measures at no costs to the City to bring the backfill within the limits of these Specifications. The Contractor shall then be responsible for reimbursing the City all costs associated with the performance of compaction test(s) in those sections of the backfill that failed the compaction test(s).

Add the following 2.1H. Demolition of Pavement, Structures and Base Removal for Areas in the Proposed Pavement:
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<tbody>
<tr>
<td>303</td>
<td>Earthwork</td>
<td>303-13</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Add Modification to Section 110 Bid Specification and Contract. Section 303 Earthwork pages 303-13 thru 303-14 III. Measurement and Payment A. Excavation 1. All activities included in this subsection will be Lump Sum. 2. All activities included in this subsection will be Lump Sum. 3. All activities included in this subsection will be Lump Sum. 4. Activities included within c. and d. in this subsection will be Lump Sum. All miscellaneous debris and other features not included within the specification that require removal shall be considered incidental. This includes patched areas that may require removal for Pavement Replacement.</td>
</tr>
<tr>
<td>303</td>
<td>Earthwork</td>
<td>303-15</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace B.1.D. with: D. Backfill of Undercut Material will be incidental to undercut excavation.</td>
</tr>
<tr>
<td>303</td>
<td>Earthwork</td>
<td>303-16</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Add the following sentence: The bid price for pavement demolition shall include the cost to saw cut pavement to be removed.</td>
</tr>
<tr>
<td>309</td>
<td>Aggregate Base Course</td>
<td>309-2</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace Section III, A. with “Base course will be measured in square yards for the course thickness specified in the Bid form. The quantity will be determined by field measurements of the square yards of compacted base course placed per course thickness as specified in the Bid form.</td>
</tr>
<tr>
<td>309</td>
<td>Aggregate Base Course</td>
<td>309-2</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace Section III, B. with “Base course for concrete curbs will not be measured and paid for separately, but shall be incidental to the installation of concrete curb and concrete combination curb and gutter.”</td>
</tr>
</tbody>
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MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

Great Bridge Bascule Span Hydraulic Repair
City of Chesapeake, VA

110-13
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<tbody>
<tr>
<td>315</td>
<td>Asphalt Concrete Pavement (NON SUPERPAVE)</td>
<td>315-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Add to D:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>D. When a leveling course is required to correct the contractor’s failure to hold the existing cross slope no payment shall be made.</td>
</tr>
<tr>
<td>315</td>
<td>Asphalt Concrete Pavement (NON SUPERPAVE)</td>
<td>315-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Modify:</td>
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<td>E. Clipping of shoulders shall be incidental to the cost of the asphalt overlay.</td>
</tr>
<tr>
<td>315</td>
<td>Asphalt Concrete Pavement (NON SUPERPAVE)</td>
<td>315-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>ADD:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>J. Asphalt Driveway Replacement may also be measured for each driveway that is open cut for pipeline installation.&quot;</td>
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<td>K. Pavement patching shall be paid per lineal foot of the mainline pipe installation. All asphalt base stone, sawcutting and prep work shall be incidental to pavement patching pay item. Patch width will not be measured but shall adhere to 317.III.B.</td>
</tr>
<tr>
<td>315</td>
<td>Asphalt Concrete Pavement (NON SUPERPAVE)</td>
<td>315-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace H. with:</td>
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<td></td>
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<td></td>
<td></td>
<td>H. Bituminous concrete used in control strip (furnishing, placing, compacting) for each course will be measured for payment providing placement is within finished pavement product. If control strip has to be removed, original installation, removal, and disposal cost shall be considered incidental and not measured for payment. Test Lots will be considered incidental to the Contract and will not be measured for payment.</td>
</tr>
<tr>
<td>315A</td>
<td>Asphalt Concrete Pavement (SUPERPAVE)</td>
<td>315A-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Add to D:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>D. When a leveling course is required to correct the contractor’s failure to hold the existing cross slope no payment shall be made.</td>
</tr>
<tr>
<td>315A</td>
<td>Asphalt Concrete Pavement (NON SUPERPAVE)</td>
<td>315A-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Modify:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E. Clipping of shoulders shall be incidental to the cost of the asphalt overlay.</td>
</tr>
<tr>
<td>315A</td>
<td>Asphalt Concrete Pavement (NON SUPERPAVE)</td>
<td>315A-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>ADD:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>J. Asphalt Driveway Replacement may also be measured for each driveway that is open cut for pipeline installation.&quot;</td>
</tr>
<tr>
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<td></td>
<td>K. Pavement patching shall be paid per lineal foot of the mainline pipe installation. All asphalt base stone, sawcutting and prep work shall be incidental to pavement patching pay item. Patch width will not be measured but shall adhere to 317.III.B.</td>
</tr>
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<tr>
<td>315A</td>
<td>Asphalt Concrete Pavement</td>
<td>315A-14</td>
<td>III. MEASUREMENT</td>
<td>Replace H. with: H. Bituminous concrete used in control strip (furnishing, placing, compacting) for each course will be measured for payment providing placement is within finished pavement product. If control strip has to be removed, original installation, removal, and disposal cost shall be considered incidental and not measured for payment. Test Lots will be considered incidental to the Contract and will not be measured for payment.</td>
</tr>
<tr>
<td></td>
<td>(SUPERPAVE)</td>
<td></td>
<td>FOR PAYMENT</td>
<td></td>
</tr>
<tr>
<td>317</td>
<td>Pavement Patching</td>
<td>317-3</td>
<td>III. MEASUREMENT</td>
<td>Add the following: B. Patching for service lines shall be incidental to mainline pipe patching</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FOR PAYMENT</td>
<td></td>
</tr>
<tr>
<td>414</td>
<td>RipRap</td>
<td>414-5</td>
<td>II. EXECUTION</td>
<td>Replace 2.5.B with:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>B. Dry Mixture</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1. Shall be dry-mix in accordance with City of Chesapeake Public Facilities Manual Volume III, Division 17.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>2. Shall be installed at locations and in accordance with City Standard EC-2 of the Public Facilities Manual, Volume II.</td>
</tr>
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<td>3. All widening, regrading, and cutting of slopes to existing ditches will be at the locations and in accordance with the cross-sections and limits shown on the plans.</td>
</tr>
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<td></td>
<td>4. All erosion and sediment controls must be in place in accordance with Division 23 of Public Facilities Manual.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>5. In Site Plan or Subdivision Development all existing interior and perimeter ditches shall be cleaned and graded to provide a positive grade and prevent standing water prior to acceptance.”</td>
</tr>
<tr>
<td>502</td>
<td>Concrete Items</td>
<td>502-1</td>
<td>I. GENERAL</td>
<td>Add to 1.2 Materials:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>C. The Contractor must ensure the submitted concrete mix for an exposed aggregate finish closely matches existing aggregate finish.</td>
</tr>
<tr>
<td>502</td>
<td>Concrete Items</td>
<td>502-2</td>
<td>II. EXECUTION</td>
<td>Add to 2.1 General Procedures: B. Fixed Forms 9.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>After the concrete pavement has set sufficiently to prevent dislodging, the aggregate shall be exposed by combination of brushing and washing with clean water. The depth of the exposure shall be between 3/8 inch and ½ inch to match the existing exposed aggregate concrete pavement.</td>
</tr>
<tr>
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<td></td>
<td>An acrylic resin sealer consisting of 80% thinner and 20% acrylic solids by weight shall be applied to the expose aggregate surface at a rate of 1 gallon per 250 square feet.</td>
</tr>
</tbody>
</table>
## MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

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<tr>
<td>510</td>
<td>Relocating or Modifying Existing Miscellaneous Items</td>
<td>510-1</td>
<td>I. GENERAL</td>
<td>Add to 1.2 Materials:</td>
</tr>
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<td></td>
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<td></td>
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<td>“E. Material Salvage:</td>
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<td></td>
<td>The disposal of all materials abandoned as a result of this work is the Contractor's responsibility; however, the Department of Public Utilities retains salvage rights to the following items: Water meters, meter boxes and lids, valve boxes and lids, fire hydrants and valve boxes. These items shall be delivered at the Contractor's expense, to: Department of Public Utilities Maintenance and Operations Division 906 Executive Blvd. Chesapeake, Virginia 23320”</td>
</tr>
<tr>
<td>512</td>
<td>Maintaining Traffic</td>
<td>512-16</td>
<td>II. Execution</td>
<td>2.1 Procedures</td>
</tr>
<tr>
<td></td>
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<td>Add R. and S. as follows:</td>
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<td></td>
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<td>R. Contractor shall provide noise abatement measures to ensure compliance with the City noise ordinance, Chapter 16A.</td>
</tr>
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<td></td>
<td>S. Surface tolerance shall adhere to and be maintained in accordance with the accepted tolerance level for the City of Chesapeake.</td>
</tr>
<tr>
<td>512</td>
<td>Maintaining Traffic</td>
<td>512-16</td>
<td>III. MEASUREMENT</td>
<td>Replace A. thru U. with:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FOR PAYMENT</td>
<td>A. Cost of all materials, labor, and equipment as well as incidental expenses shall be included in the lump sum price for Detour and other temporary traffic controls. Installation and maintenance detour will not be measured for as such. Items completed and accepted will be paid for at the price bid per lump sum specified in the proposal.</td>
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<td>B. In addition to the above, the contractor shall submit for city review, a schedule of values for the project traffic control to establish the payment schedule.</td>
</tr>
<tr>
<td>530</td>
<td>Abandonment of Existing Pipelines and Structures</td>
<td>530-4</td>
<td>III. MEASUREMENT</td>
<td>Replace A. 1. And 5. With:</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>FOR PAYMENT</td>
<td>5. Abandonment of existing pipelines larger than 2in will be paid for at the lump sum price as indicated on the Bid Form.</td>
</tr>
<tr>
<td>603</td>
<td>Seeding</td>
<td>603-3</td>
<td>III. MEASUREMENT</td>
<td>Replace A. and B. with</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FOR PAYMENT</td>
<td>A. Lime, fertilizer, seed, and mulch will be paid as a lump sum bid item. The Cost to maintain seeded areas till final acceptance is incidental.</td>
</tr>
<tr>
<td>700</td>
<td>Traffic Control Devices</td>
<td>700-14</td>
<td>III. MEASUREMENT</td>
<td>Replace Section III, G. with “Sign posts, clamps, identification tags, breakaway bases, foundations, appurtenances for traffic signs, and all labor associated with the sign installation will not be measured and paid for separately, but shall be incidental to the contract unit price for traffic signs as specified in City of Chesapeake PFM Division 62.”</td>
</tr>
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<td>FOR PAYMENT</td>
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<tr>
<td>700</td>
<td>Traffic Control Devices</td>
<td>700-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace Section III, K. with “Conduit will be measured in linear feet and will be paid for at the contract unit price per linear foot per diameter and schedule classification. This price shall include conduit bodies, fittings, bonding systems, pull ropes, plastic spacers, No. 8 locator wire when required, pull or splice boxes with a volume of 512 cubic inches or less, protective metal shields, and trench excavation. Trench excavation shall include trenching, encasing, backfilling, locator tape, compacting, disposing of surplus and unsuitable material, and restoring existing areas.”</td>
</tr>
<tr>
<td>700</td>
<td>Traffic Control Devices</td>
<td>700-14</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace Section III, L. with “Trench excavation will not be measured and paid for separately, but shall be incidental to the contract unit price for the conduit installation as specified in Section III, K.”</td>
</tr>
</tbody>
</table>
| 704     | Pavement Markings and Markers       | 704-7 | III. MEASUREMENT FOR PAYMENT 3.1.A | Replace 3.1 A, B, C, and D with:  
A. Permanent pavement markings will not be measured and paid for as such but included in the lump sum price for Pavement Markings and Markers (Markings Only).  
B. Markers, delineators, chevrons, proposed permanent signs, et cetera will not be measured and paid for as such but included in the lump sum price for Pavement Markings and Markers (Markers only).  
C. Removing, reinstalling and/or relocating existing markings, signs, markers, delineators, chevrons, et cetera will not be measured for separate payment but included as incidental in the lump sum price for Pavement markings and Markers.  
D. Temporary Pavement Markings will not be measured and paid for as such but included in the lump sum price for Traffic Control (Detour). |
| 801     | Water Distribution Systems           | 801-6 | II. Execution | 2.7 Connections to Existing Mains Add to F. :  
Contractor shall install a tap for an approved temporary air release if there is not one within the designated pipe work area. At completion of pipe work, the tap shall be capped and location noted on record drawings. The cost of this tap shall be considered incidental to the pipe work. |
| 801     | Water Distribution Systems           | 801-7 | II. Execution | 2.7 Connections to Existing Mains Modify:  
G. Pressure shall maintained for one hour with Owner present |
| 801     | Water Distribution Systems           | 801-9 | II. Execution | Add:  
J. Water Service Lines  
1. Normally, meter boxes will be placed in the right-of-way between the back of curb and the sidewalk. If there is no sidewalk, then immediately behind |
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<td>the back of curb. If there is no curb, then adjacent to the right-of-way line with the end of service line inside the box. See standard detail WD-01 &amp; WD-02.</td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<td></td>
<td>Service lines shall be sized and installed in accordance with VDH Waterworks regulations and the City of Chesapeake criteria, policy, standards and specifications to provide adequate water flow and pressure to the property being served. Minimum service line size shall be 3/4 in. Water service lines shall be perpendicular to the water main.</td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<td></td>
<td>Master meters shall be sized to handle the range and frequency of flows anticipated for the project.</td>
</tr>
<tr>
<td>4.</td>
<td></td>
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<td></td>
<td>Meter and service line requirements shall also be in accordance with the City of Chesapeake’s Fire Protection policy.</td>
</tr>
</tbody>
</table>
| 5.      |       |      |             | Splicing of water service lines:  
  a. Splicing of water service lines, other than copper in good condition, as determined by Public Utilities, is prohibited. If a non-copper service line or a copper service line in poor condition is cut or needs to be extended, the service line must be replaced from the water main to the water meter in accordance with the requirements for new service.  
  b. The following requirements apply to splicing copper water service lines only:  
    i. The splice is to be made using a flared fitting. Compression fittings are not permitted.  
    ii. The copper service line is not to be bent causing kinks or crimps.  
    iii. Proper tools made specifically for this purpose must be used.  
    iv. The splice must be left exposed under pressure and checked by the inspector to ensure that there are no leaks. Record of this inspection shall be kept in the inspector’s records for the project.  
    v. All necessary precautions must be used to prevent contamination of the city’s water system. Flushing of the spliced water service will be required.  
    vi. The record drawings (or photographs for site plans) shall identify all spliced water services and the location of the splice. |
| 6.      |       |      |             | Service Line Sizes:  
  Service lines shall be sized in accordance with City and State Standards to provide adequate water flow and pressure to the property being served. Minimum service line size shall be ¾ inch. For the
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<tr>
<td>801</td>
<td>Water Distribution Systems</td>
<td>801-9</td>
<td>II. Execution</td>
<td>Add:</td>
</tr>
</tbody>
</table>

**K. Depth Requirements, Easements, Horizontal/ Vertical Clearances & Utility Location**

1. Cover shall be defined as the depth from the top of the pipe to the finished grade.
2. Water service lines, 2” and smaller, shall have a cover of 24” to 30”. Water service lines, greater than 2” shall have a cover of 30” to 36”.
3. Horizontal distance between water mains and sewer mains and services shall be a minimum of 10’. When local conditions prevent a horizontal distance of 10’, Public Utilities will consider a closer spacing on a case-by-case basis. If approved, the water main or service may be laid closer to the sewer main, service or manhole provided that the bottom of the water main is 18” above the top of the sewer main. Where this vertical separation cannot be obtained, the sewer pipe shall be constructed of water pipe meeting AWWA standards, pressure tested in place without leakage prior to backfilling. Horizontal distance between water mains and other utilities, except sewer, shall be a minimum of 5’.
4. Vertical clearance between water mains crossing over sewer mains shall be 18”. When local conditions prevent a minimum 18” vertical separation between water and sewer, the following construction shall be used:
   a. Water lines shall pass under sewers only if approved by Public Utilities.

Water Meter Sizes Presently Acceptable, the Service Line Sizes shall be as follows:

<table>
<thead>
<tr>
<th>Water Meter Size</th>
<th>Service Line Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>⅝” x ⅝” and ¾” x ¾”</td>
<td>¾ inch</td>
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<tr>
<td>¾ inch x ¾ inch</td>
<td>1 inch</td>
</tr>
<tr>
<td>1 inch</td>
<td>1½ inch</td>
</tr>
<tr>
<td>1½ inch</td>
<td>2 inch</td>
</tr>
<tr>
<td>2 inch</td>
<td>2 inch (up to 15 feet long)</td>
</tr>
<tr>
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<td>3 inch (16-50 feet long)</td>
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For service lines more than 50 feet long the service line size shall be the next larger standard size.
**MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS**

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<tr>
<td>801</td>
<td>Water Distribution Systems</td>
<td>801-10</td>
<td>II. Execution</td>
<td>b. Sewer passing over or under water lines shall be constructed as described in Section 10.4.E.</td>
</tr>
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<td>c. Water lines passing under sewers shall, in addition, be protected by providing:</td>
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<td>i. A vertical separation of at least 18” between the bottom of the sewer and the top of the water line.</td>
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<td></td>
<td>ii. Adequate structural support for the sewers to prevent excessive deflection of the joints and the settling on and breaking of the water line.</td>
</tr>
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<td></td>
<td>iii. The length of water line be centered at the point of the crossing so that joints shall be equidistant and as far as possible from the sewer.</td>
</tr>
<tr>
<td>801</td>
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<td>5. Vertical clearance between water mains and/or sewer mains and open ditches shall be 18”, minimum. Vertical clearance between sewer mains and water mains and other utilities shall be a minimum of 12”. Consideration shall be given to the City of Chesapeake’s Master Drainage Plan so that future offsets can be avoided.</td>
</tr>
<tr>
<td>801</td>
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<td>6. All water mains and sewer mains belonging to the City of Chesapeake shall be located within the City’s right-of-way unless an alternate location in an easement parallel and adjacent to the right-of-way is approved by Public Utilities.</td>
</tr>
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<tr>
<td>802</td>
<td>Sanitary Gravity Sewer Systems</td>
<td>802-5</td>
<td>II. Execution</td>
<td>2.2 Pipe Installation</td>
</tr>
<tr>
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<td>Add E as follows:</td>
</tr>
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<td></td>
<td>E. Sewer Laterals shall be installed per Section 821Sanitary Sewer Service Reconnections, for reconnections on replacement segments.</td>
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<td>8. Remote camera/TV inspection and/or other approved test method is required to be submitted to Chesapeake Public Utilities prior to line acceptance/activation.</td>
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<td>802</td>
<td>Sanitary Gravity Sewer Systems</td>
<td>802-15</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>A. Gravity Sewer Pipe 3. Add paragraph n. to 3. as follows:</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>n. Removal and legal disposal of existing sanitary sewer main where indicated on the plans.</td>
</tr>
<tr>
<td>802</td>
<td>Sanitary Gravity Sewer Systems</td>
<td>802-17</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace E. with the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E. Remote Camera/TV Inspection</td>
</tr>
<tr>
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<td>Modification</td>
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</tr>
<tr>
<td>803</td>
<td>Sanitary Force Main Systems</td>
<td>803-5</td>
<td>II. Execution</td>
<td>2.5 Restraint Delete paragraph B. (Concrete reaction blocks not accepted.)</td>
</tr>
<tr>
<td>803</td>
<td>Sanitary Force Main Systems</td>
<td>803-6</td>
<td>II. Execution</td>
<td>2.6 Connections to Existing Mains G. Tapping Existing Mains Under Pressure Modify: 5. Pressure shall maintained for one hour with Owner present.</td>
</tr>
<tr>
<td>803</td>
<td>Sanitary Force Main Systems</td>
<td>803-7</td>
<td>II. Execution</td>
<td>2.6 Connections to Existing Mains J. Offsets to Existing Force Main Replace the second sentence of paragraph 4 with: “Under most circumstances the hours of operation will be from 11:00 PM to 5:00 AM.”</td>
</tr>
<tr>
<td>803</td>
<td>Sanitary Force Main Systems</td>
<td>803-9</td>
<td>II. Execution</td>
<td>2.7 Testing and Inspection C. Leakage Test Replace paragraph 3. with: “No pipe installations will be accepted with more than ZERO LEAKAGE. The allowable leakage is NONE.” Delete Table 803-1.</td>
</tr>
<tr>
<td>804</td>
<td>Boring and Jacking</td>
<td>804-4</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>3.3 Pay Items Add: C. Leak Detectors shall be incidental to the bore and jack installation and shall adhere to Chesapeake standard detail LD-1</td>
</tr>
<tr>
<td>804</td>
<td>Boring and Jacking</td>
<td>804-4</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>3.3 Pay Items Paragraph B.: Include sheeting and shoring as incidental.</td>
</tr>
<tr>
<td>806</td>
<td>Horizontal Directional Drilling</td>
<td>806-9</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>3.2 Pay Items Add: D. If required, filling of the annular space around the pipe will be incidental to the cost of the HDD installation.</td>
</tr>
<tr>
<td>811</td>
<td>Television Inspection</td>
<td>811-5</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Add: D. In support of new mains installed no separate payment shall be made for post--installation or end of defect period inspection TV footage.</td>
</tr>
<tr>
<td>818</td>
<td>Insitu Structural Point Repair</td>
<td>818-2</td>
<td>II. Execution</td>
<td>2.2 Installation Modify F. F. New sanitary sewer pipe shall be joined to existing sewer pipe by means of approved couplings. Flexible couplings may only be used at the end of a point repair to facilitate the tie in, not on the initial joint.</td>
</tr>
</tbody>
</table>
MODIFICATIONS TO REGIONAL CONSTRUCTION STANDARDS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
<th>Subsection</th>
<th>Modification</th>
</tr>
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<tbody>
<tr>
<td>821</td>
<td>Sanitary Sewer Service Reconnections</td>
<td>821-6</td>
<td>III. MEASUREMENT FOR PAYMENT</td>
<td>Replace III. Measurement for Payment, A., B. and C. with “Measurements shall be per Section 802.III.”</td>
</tr>
</tbody>
</table>

APPLICABLE HRPDC REGIONAL CONSTRUCTION STANDARDS DETAILS

<table>
<thead>
<tr>
<th>DETAIL</th>
<th>NAME</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CI 01</td>
<td>24” Curb &amp; Gutter</td>
<td>1. Use Type II Bedding.</td>
</tr>
<tr>
<td>CI 02</td>
<td>30” Curb &amp; Gutter</td>
<td>2. For pipe sizes 48 inches and less in diameter, six-inch bedding is required.</td>
</tr>
<tr>
<td>CI 03</td>
<td>Standard Median Curb</td>
<td>3. For pipe sizes greater than 48 inches in diameter, twelve-inch bedding is required.</td>
</tr>
<tr>
<td>CI 04</td>
<td>Mountable Curb</td>
<td>4. The width of the bedding stone shall be equal to the pipe inside diameter plus two feet.</td>
</tr>
<tr>
<td>CI 05</td>
<td>Standard Commercial Entrance</td>
<td></td>
</tr>
<tr>
<td>CI 06</td>
<td>High Traffic Volume Commercial Entrance</td>
<td></td>
</tr>
<tr>
<td>CI 07</td>
<td>Residential Concrete Entrance with Curb &amp; Gutter</td>
<td>Add the following notes: 3. Asphalt and stone for pavement section is incidental to Pavement Patching pay item. 4. Surface course per design; see plan detail sheet. 5. Base course per design; see plan detail sheet. 6. Backfill to be select fill from top of bedding to bottom of base material. 7. Refer to detail EW_03 for trench width. 8. Refer to detail EW_01 for pipe bedding.</td>
</tr>
<tr>
<td>CI 08</td>
<td>Residential Entrance without Curb &amp; Gutter</td>
<td></td>
</tr>
<tr>
<td>CI 09</td>
<td>Sidewalk Detail</td>
<td></td>
</tr>
<tr>
<td>EW_01</td>
<td>Pipe Bedding Details</td>
<td>1. Use Type II Bedding.</td>
</tr>
<tr>
<td>EW 02</td>
<td>Payment Limits Trench Excavation and Backfill</td>
<td>2. For pipe sizes 48 inches and less in diameter, six-inch bedding is required. 3. For pipe sizes greater than 48 inches in diameter, twelve-inch bedding is required. 4. The width of the bedding stone shall be equal to the pipe inside diameter plus two feet.</td>
</tr>
<tr>
<td>EW 03</td>
<td>Trench Width Detail for Payment of Contingent Items</td>
<td>Add the following notes: 3. Asphalt and stone for pavement section is incidental to Pavement Patching pay item. 4. Surface course per design; see plan detail sheet. 5. Base course per design; see plan detail sheet. 6. Backfill to be select fill from top of bedding to bottom of base material. 7. Refer to detail EW_03 for trench width. 8. Refer to detail EW_01 for pipe bedding.</td>
</tr>
<tr>
<td>RC_01</td>
<td>Pavement Patching Detail for Flexible Pavement</td>
<td></td>
</tr>
<tr>
<td>SS 01</td>
<td>Standard Precast Concrete Manhole w/ Extended Monolithic Base</td>
<td></td>
</tr>
<tr>
<td>SS 02</td>
<td>Precast Shallow Manhole</td>
<td></td>
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<tr>
<td>SS 04</td>
<td>Sanitary Sewer Interior Drop Manhole</td>
<td></td>
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</tbody>
</table>
### APPLICABLE HRPDC REGIONAL CONSTRUCTION STANDARDS DETAILS

<table>
<thead>
<tr>
<th>DETAIL</th>
<th>NAME</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS 06</td>
<td>Sanitary Sewer Manhole Adjustment</td>
<td></td>
</tr>
<tr>
<td>SS 07</td>
<td>Sanitary Sewer Manhole Invert Shaping</td>
<td></td>
</tr>
<tr>
<td>SS 08</td>
<td>Connection Into Existing Manholes</td>
<td></td>
</tr>
</tbody>
</table>
| SS 09  | Sanitary Sewer Manhole Casting (24") | Add Note 5:  
5. For low pressure force main connections a greased, removable threaded cap shall be used at pipe terminus. |
| SS 10  | Sanitary Sewer Manhole Cover (24") |  |
| SS 11  | Sanitary Service Lateral Clean Out Frame and Cover |  |
| SS 12  | Sanitary Service Lateral Clean Out Frame and Cover for Heavy Loads |  |
| SS 13  | Sanitary Sewer Main Line Clean Out Box | Add the following notes:  
1. The wye shall be at the property line.  
2. Lateral pipe material shall be approved by Chesapeake Public Utilities.  
3. For low pressure force main connections a greased, removable threaded cap shall be used at pipe terminus.  
4. For low pressure force main connections, a check valve shall be installed immediately following and upstream of the City cleanout. |
| SS 14  | Sanitary Sewer Service Connection | Add note 3:  
3. All ¾” taps on ductile iron mains 4" & larger and PVC mains 6" & larger must be tapped without a tapping saddle. 1" taps are to be direct tapped on ductile iron and PVC water mains 6" & larger. Tapping saddles are required for taps on 4 inch PVC mains and all AC mains, and must conform to the specifications. 1 ½” taps are to be direct tapped on ductile iron mains 16" & larger and 2" taps are to be direct tapped on ductile iron mains 20" & larger. All other 1 ½” and 2” taps must use a saddle that conforms to the specifications. Tapping saddles to be installed in accordance with the manufacturers specifications. All saddles to be stainless steel and epoxy coated.  
Add notes:  
5. Detail applies for meters up to 1 inch.  
6. Minimum service depth to be 30 inches.  
7. Only Type I meter boxes to be used. Bricks to be installed at each end of the meter box but shall not come in contact with the copper service line.  
8. Tracer wire to be wrapped twice around service connections. |
| WD 01  | Single &Dual Service Connections | Revise notes to read:  
1. All ¾” taps on ductile iron mains 4" & larger and PVC mains 6" & larger must be tapped without a tapping saddle. 1” taps are to be direct tapped on ductile iron and PVC water mains 6" & larger. Tapping saddles are |
### APPLICABLE HRPDC REGIONAL CONSTRUCTION STANDARDS DETAILS

<table>
<thead>
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<tr>
<td></td>
<td>required for taps on 4 inch PVC mains and all AC mains, and must conform to the specifications. 1 ½” taps are to be direct tapped on ductile iron mains 16” &amp; larger and 2” taps are to be direct tapped on ductile iron mains 20” &amp; larger. All other 1 ½” and 2” taps must use a saddle that conforms to the specifications. Tapping saddles to be installed in accordance with the manufacturers specifications. All saddles to be stainless steel and epoxy coated.</td>
<td></td>
</tr>
</tbody>
</table>
| 2.      | Meter settings are for residential and commercial use. Meter size to be determined per Chesapeake City Code Chapter 78 and Public Utilities policy. Meter shall be ½” minimum through 1” maximum. | Add the following notes:  
4. Minimum service depth to be 30 inches.  
5. Only Type I meter boxes to be used. Bricks to be installed at each end of the meter box but shall not come in contact with the copper service line.  
6. Tracer wire to be wrapped twice around service connections. |
| WD 03   | Water meter Box (Type I)                  | Revise Note 1 to read:  
1. Blow off assembly to be a 4” long brass nipple in the tapped plug, a 2” resilient seat gate valve and 4” brass nipple to the brass elbow and standpipe. No check valve is to be installed.  
Add the following note:  
5. Refer to detail WS_01 for the standard valve box frame & cover. |
| WD 05   | Blow Off Assembly                         | Delete reference to blocking and add notes:  
5. Hydrant to be placed on 3 bricks for support.  
6. Hydrant to be a minimum of 18” behind curb when not in conflict with sidewalk.  
7. Restrain hydrant lines from tee to hydrant. |
| WD 06   | Fire Hydrant Setting (Type I)             | Delete reference to blocking and add notes:  
5. Hydrant to be placed on 3 bricks for support.  
6. Hydrant to be a minimum of 18” behind curb when not in conflict with sidewalk.  
7. Restrain hydrant lines from tee to hydrant. |
| WD 07   | Fire Hydrant Setting (Type II)            | Delete reference to blocking and add notes:  
5. Hydrant to be placed on 3 bricks for support.  
6. Hydrant to be a minimum of 18” behind curb when not in conflict with sidewalk.  
7. Restrain hydrant lines from tee to hydrant. |
| WD 08   | Fire Hydrant Setting (Type III)           | Delete reference to blocking and add notes:  
5. Hydrant to be placed on 3 bricks for support.  
6. Hydrant to be a minimum of 18” behind curb when not in conflict with sidewalk.  
7. Restrain hydrant lines from tee to hydrant. |
| WD 09   | Temporary Manifold for Test and Chlorination | Add the following notes:  
1. Place two courses of brick under the valve box frame to provide support. |
| WS 01   | Standard Valve Box Frame and Cover        | Add the following notes:  
1. Place two courses of brick under the valve box frame to provide support. |
<table>
<thead>
<tr>
<th>DETAIL</th>
<th>NAME</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>WS 02</td>
<td>Valve Setting Detail</td>
<td>2. Place six inches of compacted stone VDOT #57 or #26 under the courses of brick.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delete note 1.</td>
</tr>
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<td></td>
<td></td>
<td>Add the following notes:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Refer to detail WS_01 for the standard valve box frame &amp; cover.</td>
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<tr>
<td></td>
<td></td>
<td>4. Remove stone bedding from around valve and replace with sand.</td>
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<td></td>
<td></td>
<td>5. The riser pipe shall be centered over the valve nut and installed perpendicular to the pipeline.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6. All valves are to be set so that the valve stem is plumb.</td>
</tr>
<tr>
<td>WS 03</td>
<td>Manual Air Vent Assembly</td>
<td>Delete note 2.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Add the following notes:</td>
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<tr>
<td></td>
<td></td>
<td>8. A 2&quot; corporation stop shall be used to make the connection to the pipe.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9. All 2&quot; taps require a saddle unless tapped on mains 20&quot; ductile iron and larger.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10. Remove stone bedding from around the main &amp; corporation stop and replace with sand.</td>
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<tr>
<td></td>
<td></td>
<td>11. An 8&quot; gap shall be provided between the main and the bottom of the riser pipe.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12. Refer to detail WS_01 for the standard valve box frame &amp; cover. Place two courses of brick under the valve box casting to provide support. Replace the eight inches of #57 stone with six inches of #26A stone under the bricks.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13. The air vent pipe shall be set plumb.</td>
</tr>
<tr>
<td>WS 04</td>
<td>Steel Casing Detail</td>
<td>Add the following to note 4: Two spacers (minimum) will be used on each joint of pipe within the casing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Add the following note:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Casings for pressure mains require a leak detector.</td>
</tr>
<tr>
<td>WS 06</td>
<td>Obstruction By-Pass Uniform Offset</td>
<td>4. The horizontal portion of the offset shall be six feet long or 1.5 times the diameter of the conflicting pipe or other obstruction, whichever is greater.</td>
</tr>
<tr>
<td>WS 07</td>
<td>Restraining Rod Detail</td>
<td></td>
</tr>
<tr>
<td>WS 08</td>
<td>Tracer Wire Box Installation</td>
<td></td>
</tr>
</tbody>
</table>
## V. CITY OF CHESAPEAKE PUBLIC FACILITIES MANUAL, VOLUMES I, II, AND III: PFM

For items not addressed in the HRPDC Regional Construction Standards, including these Special Provisions, the City’s Public Facilities Manual shall apply.
PROJECT-SPECIFIC PROVISIONS

The following additions are hereby incorporated into the Contract Documents:

DIVISION 50

BASCULE SPAN HYDRAULIC REPAIRS

A. 50.01 SCOPE

The Contractor shall furnish all labor, materials, equipment and supplies and shall perform all work necessary for the complete installation of the hydraulic components in accordance with the requirements of this division and the plans.

Work detailed in the Mechanical Drawings, (also referred to as Plans), is to be coordinated with scheduled bridge outages to perform the work. Original shop drawings with bill of materials will be provided to the successful bidder for reference. It is the Contractor’s responsibility to detail the assembly and shop drawings.

M1 – Furnish Span Drive Hydraulic Components

The Contractor shall furnish the following components for replacement of hydraulic system components specified within this Contract:

1. Furnish 1.5” diameter (quantity: 1) and 2” diameter (quantity: 4) flexible hoses and associated fittings at each span drive hydraulic cylinder location (2 locations per leaf) for a total of 4 locations. Also furnish a spare 1.5” diameter (quantity: 1) and a spare 2” diameter (quantity: 1) flexible hose and associated fittings. 4 cylinder locations - Each location has one 1.5” diameter hose and four 2” diameter hoses. The total number of flexible hoses with fittings to be furnished is 5 – 1.5” diameter hoses and 17 – 2” diameter hoses.

2. Furnish spring guards for the flexible hoses to match the existing guards. The total number of spring guards is 22 with 5 – 1.5” diameter spring guards and 17 – 2” diameter spring guards.

3. Furnish the pipe to hose transition manifold shut-off valves (quantity: 5) at each cylinder location (2 cylinder locations per leaf) for a total of 4 cylinder locations. Furnish one spare 1.5” diameter valve and one spare 2” diameter valve. The total number of valves to be furnished is 22 valves (5 – 1.5” diameter valves, 17 – 2” diameter valves).

4. Furnish the shut-off valves (quantity: 2) at each cylinder location (2 cylinder locations per leaf) for a total of 4 cylinder locations. Furnish one spare cylinder shut-off valve. The total number of valves to be furnished is 9 valves.

5. Furnish the pressure relief valves (quantity: 2) at each cylinder location (2 cylinder locations per leaf) for a total of 4 cylinder locations. Furnish one spare rod end and one spare piston end pressure relief valve. The total number of valves to be furnished is 10 valves.

6. Furnish hydraulic fluid for reservoir at each bascule pier.

7. Verify part numbers provided within this Special Provision with the parts installed in the field and the original shop drawing bill of materials.
M2 – Span Drive Hydraulic Component Replacement

The furnishing of the span drive hydraulic component materials required to perform the scope of work items below shall be considered part of Item M1 – Furnish Span Drive Hydraulic Components. The span drive hydraulic component replacement shall include the following items:

1. Replace the flexible hoses at each span drive hydraulic cylinder (2 locations per leaf) for 4 total locations. Each location has one 1.5 “diameter hose and four 2” diameter hoses. Total number of hoses to be replaced is four 1.5” diameter hoses and sixteen 2” diameter hoses.

2. Replace the shut off valves at each pipe to hose transition at each span drive hydraulic cylinder (2 locations per leaf) for 4 total locations. Each location has one 1.5 “diameter valve and four 2” diameter shut off valves. Total number of valves to be replaced is four 1.5” diameter valves and sixteen 2” diameter valves.

3. Replace the shut off valves and pressure relief valves at each main hydraulic cylinder manifold (2 locations per leaf) for 4 total locations. Each location has two shut-off valves and two pressure relief valves. Total number of valves to be replaced is eight shut-off valves and eight pressure relief valves.

4. Place temporary chocks between the tread plate and track plate to secure the leaf in the closed position while performing the hydraulic component replacement.

5. Fill hydraulic power unit reservoir with hydraulic fluid to make up for fluid lost during replacement of the hoses and to make sure the oil level is correct.

6. Protect the area surrounding the hydraulic cylinder component replacement to prevent hydraulic fluid from falling on the bridge pier and into the waterway.

7. Properly dispose of equipment and hydraulic fluid removed from the bridge.

8. Field testing of span drive machinery as specified in Section 50.05.F.1.

9. Painting new shut-off valves and manifold at the span drive hydraulic cylinder pipe to hose transition manifold and new shut-off valves and pressure relief valves at the hydraulic cylinder manifold.

10. Acceptance testing as specified in Section 50.05.F.2.

B. 50.02 SUBMITTALS

A. Shop Drawings

The Contractor shall prepare shop drawings in accordance with the requirements for shop drawings as stated in the Virginia Department of Transportation (VDOT) Road and Bridge Specifications and shall, in addition, meet the following requirements:

1. The Engineer review time is in addition to the Departments review time and equal to the stated time periods under 105.10 of VDOT Road and Bridge Specifications.

2. Manufacturer's data and/or shop drawings shall be submitted for all manufactured and purchased items of machinery.

3. The Contractor shall be responsible for coordinating the work of the machinery component manufacturers where components interface. The General Contractor shall review all shop and working drawings to coordinate the proper assembly of the various machinery components prior to submission to the Engineer for approval.
4. Shop drawings shall show all parts completely detailed and dimensioned. Reproduction of the Plans shall not be used as foundation sheets for assembly or erection drawings.

5. Materials and material specifications shall be stated for each part. Where ASTM or any other standard specifications are used, the applicable numbers of such specifications shall be given.

6. For all assemblies and parts, the Contractor shall furnish complete assembly drawings or diagrams showing each part contained therein and the manufacturer's part number assigned to each part. The drawings or diagrams shall be sufficient to enable complete disassembly and reassembly of the assemblies covered. In the event that any part is modified in any manner from the way it is described or delivered by its original manufacturer, the Contractor shall furnish a drawing which details each modification and the part shall be assigned a unique part number to assure the furnishing of replacement parts modified in similar fashion.

7. Complete shop bills of materials shall be made for all machinery parts, and shown on the shop drawings. If the bills are not shown on the shop drawings, prints of the bills shall be furnished for approval in the same manner as specified for the shop drawings.

8. The weight of each piece of machinery shall be stated on the shop drawing upon which it is detailed or billed.

9. Marks or indentations of any type shall be clearly shown and detailed on the drawings. In general die-stamping or scoring shall be avoided unless otherwise called for on the plans. All components and assemblies shall be detailed separately to assure correct fabrication, assembly, and erection. Use of mirror image or opposite hand erection drawings will not be allowed.

10. Each shop drawing shall be given a suitable title to describe the parts detailed thereon and shall state by whom shop inspection will be made.

11. Where equipment or materials are specified to conform to requirements of the standards of an organization, such as ‘American Society for Mechanical Engineers’ (ASME), or ‘Underwriters Laboratories’ (UL), that use a label or listing as method of indicating compliance, proof of such conformance shall be submitted and approved. The label or listing of the specified organization will be acceptable evidence. In lieu of the label or listing, the Contractor shall submit a certificate from an independent testing organization adequately equipped and competent to perform such services and approved by the Engineer, stating that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard or code.

12. If any departures from the Contract Documents are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted to the Engineer in writing as soon as practicable for his approval. No departures from Contract Drawings shall be made without the Engineer's approval.

13. If the Contractor has any objection to any feature of the machinery as designed or required by the Plans, he shall state his objection in writing to the Engineer at the time of submitting shop drawings or prior thereto; otherwise his objection will not be considered if offered later as an excuse for malfunctioning, defective or broken machinery.

14. It is the Contractor's responsibility to manufacture and install suitable functioning machinery. Review and approval of shop drawings by the Engineer does not relieve the Contractor of this responsibility.

Machinery Submittals

The following list of submittals is intended as a guide and does not relieve the Contractor from furnishing the required information and working drawings as described within this Contract or as otherwise required for a
successful project. Any additional submittals not included in the list below shall be at no extra cost to the City of Chesapeake.

1. M1 – Furnish Span Drive Hydraulic Components
   a. Submit all catalog cuts, shop drawings, etc. for components furnished within the scope of work.

2. M2 – Span Drive Hydraulic Component Replacement
   a. Construction sequence for replacing the hydraulic components specified within the scope of work.

B. 50.03 STANDARDS

A. Codes and Standards

Work shall comply with, but not be limited to, all applicable requirements of the following codes and standards and their abbreviations used in this Specification:

1. American Association of State Highway and Transportation Officials (AASHTO)
2. American Society of Mechanical Engineers (ASME)
3. American Society for Testing and Materials (ASTM)
4. Society of Automotive Engineers (SAE)
5. Virginia Department of Transportation (VDOT) Road and Bridge Specifications

The work shall meet the requirements of all other codes and standards as specified elsewhere in these Specifications. Where codes and standards are mentioned for any pay item, it is intended to call particular attention to them; it is not intended that any other codes and standards shall be assumed to be omitted if not mentioned.

B. Rules, Regulations and Ordinances:

Work shall comply with all applicable Federal, State and local rules, regulations, and ordinances.

In the event of a conflict between these Specifications and the above-mentioned codes, standards, rules, regulations, and ordinances, the most stringent requirement shall apply.

C. Manufacturer's Recommendations

Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished to the Engineer prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

D. 50.04 MATERIALS

A. Standard Products

Products used in the work under the Bridge Mechanical System Division shall be produced by manufacturers regularly engaged in the manufacture of the specified products. Materials and equipment shall be essentially the standard products of manufacturers regularly engaged in production of such materials or equipment and
shall be manufacturer's latest standard design that complies with the Contract specification requirements. Materials and equipment shall essentially duplicate items that have been in satisfactory commercial or industrial use at least 3 years prior to bid opening. Where two units of the same class of equipment are required, these units shall be products of a single manufacturer. Each major component of equipment shall have the manufacturer's name and address and the model and serial number on a nameplate, securely affixed in a conspicuous place. The name plate of the distributing agent will not be acceptable.

B. Substitutions

The terms "approved equal", "of equal quality" and "or equal" which may appear on the Contract Drawings and in these Specifications, are intended to allow the Contractor to substitute other manufacturers and model numbers of products of equal quality and rating for those specified.

Prior to the Contractor's ordering of any substitute product, the Engineer's approval of the equivalence of the substitute product shall be obtained in writing. The acceptance of the substitute products is at the sole discretion of the Engineer who will establish the basis for equivalence and will review the quality of the materials and products described in detail on the submitted shop drawings and product data.

Upon return of Engineer rejected shop drawings, the Contractor shall resubmit the shop drawing showing the specified product. Rejection shall not in any way result in any extra cost.

Approval by the Engineer of any substitute products submitted by the Contractor shall not relieve the Contractor of responsibility for the proper operation, performance, or functioning of that product.

Where a particular product is specified by a manufacturer's name and catalog or part number in this Specification or on the Contract Drawings, it is so specified to establish quality, configuration, and arrangement of parts. An equivalent product made by another manufacturer may be substituted for the specified product subject to the approval of the Engineer; however, all necessary changes required by the substitution in related machinery, structural, architectural and electrical parts, shall be made by the Contractor at no additional cost.

C. Flexible Hoses

The existing 1.5" diameter and 2" diameter flexible hoses are Parker No Skive 78C-32 WP 34.5 MPA (5000 PSI) MSHA 1C-101 SAE100R13-32.51mm (2)x65 8-3Q02. The Contractor shall assemble replacement fittings with the new hoses to match the existing hoses installed at each location.

The Contractor shall verify the length of each hose at each cylinder location prior to assembly of the hoses.

D. Flexible Hose Spring Guards

The existing 1.5" diameter and 2" diameter flexible hoses have a plated steel spring guard to protect the hoses. The spring guard shall be Parker SG-155 for the 1.5" diameter hoses and Parker SG-209 for the 2" diameter hoses.

E. Flexible Fittings

The existing 2" diameter hose fittings are SAE Code 62 rated for 6,000 psi.

The existing 1.5" diameter hose fittings are SAE Code 61 rated for 3,000 psi.

The Contractor shall also replace the O-ring/gasket at the hose fitting connection with the replacement of the hoses.

F. Transition Manifold Shut-off Valves
The existing pipe to hose transition manifold shut-off valves are lockable ball valves. The Contractor shall provide replacement valves in-kind with the existing valves.

The existing 2” diameter hose shut off valve is manufactured by Rotel with part number BBV/F6-9H1D1F-LO-OHS 21-31 (SAE Code 62).

The existing 1.5” diameter hose shut off valve is manufactured by Rotel with part number BBV/F3-8H1D1F-LO-OHS 21-31 (SAE Code 61).

G. Hydraulic Cylinder Manifold Valves

The existing shut-off valves at the hydraulic cylinder manifolds are lockable ball valves. The existing pressure relief valves at the hydraulic cylinder manifolds are direct operated type relief valves. The contractor shall provide replacement valves in kind with the existing valves.

The existing shut-off valve is manufactured by Rotel with part number BBV/06H1D1F-LO-OHS 21-31 Ball Valve.

The existing pressure relief valve is manufactured by Bosch Rexroth with part number R900424286 - DBDS 30 K1X/200. The cylinder rod side pressure relief valve shall be set to 3,000 psig. The piston rod side pressure relief valve shall be set to 1,900 psig.

H. Hydraulic Fluid

The Contractor shall provide Mobil DTE 24 hydraulic fluid to match the current hydraulic fluid used within the system.

I. Paint System

The paint system at the shut-off valves shall be a three coat system in accordance with Section 231 of the VDOT Road and Bridge Specifications. Finish paint color shall be Federal Standard No. 595 Color No. 34058 (Foliage Green).

J. 50.05 PROCEDURES

A. Qualifications, Personnel, and Facilities:

For the fabrication, installation, and testing of work required within this Contract, the Contractor shall have at least ten (10) years’ experience in the installation industrial hydraulic systems and be familiar with the requirements and methods specified for the proper execution of the specified work.

The Contractor shall provide all reasonable facilities, necessary tools and instruments required for the proper performance of the personnel engaged in the execution of the specified work.

B. Measurements and Verification

Dimensions indicated on the Contract Drawings are nominal and are intended for guidance only. All variations from the nominal dimensions on the Contract Drawings shall be noted on the shop drawings.

C. Defective Materials and Workmanship

All machinery rejected during inspection and testing shall be removed from the work site and replaced without additional cost.
Delays resulting from the rejection of material, equipment or work shall not be the basis of any claim.

All defects found during the guarantee period resulting from faulty material, components, workmanship, or installation shall be corrected by the Contractor without cost.

D. Work Restrictions

The Contractor shall coordinate with the City of Chesapeake and the United States Coast Guard for replacement of the hydraulic components. The City of Chesapeake will obtain approval from the USCG for closure of the navigable channel to perform this work. Replacement shall be performed one cylinder at a time during off-peak hours (Sunday-Thursday from 9 PM to 5 AM) where approval from the United States Coast Guard has been obtained to close the navigable channel for bridge openings. Depending on the USCG approval, work may not be permitted on consecutive days.

The Contractor shall coordinate material delivery on-site with the City of Chesapeake. Material delivery shall be performed during off-peak hours with the use of multiple 10 minute traffic stoppages as necessary to lower material to the cylinder location. The City of Chesapeake will perform traffic stoppages by lowering the warning gates for Contractor access.

E. Suggested Installation Procedure

Pre-Construction:

1. Measure the existing hose lengths and verify configuration at each location for shop drawing development and fabrication.
2. Verify part numbers of existing shut-off valves and pressure relief valves for development of the shop drawing submittals.
3. Submit shop drawings and construction sequence for review and approval.
4. With approved shop drawings, cut the new hoses to length and attach new flange connections to the sections.
5. Place a cap on the ends of the hoses prior to installation to reduce the number of particles introduced into the hydraulic fluid.
6. Protect hoses for transportation and delivery to the job site.

Construction:

1. Coordinate with the City of Chesapeake for scheduled night closure to perform the work.
2. Turn disconnect switches for the HPU pump motors to off and install lockout devices in accordance with OSHA 29 CFR 1910.147. City Bridge Division personnel will assist.
3. Thoroughly clean all manifolds and fittings involved in the work to minimize contamination during disassembly and installation.
4. Place chocks between the tread plates and track plates to secure the leaf in the closed position.
5. Relieve the hydraulic pressure on the system prior to removing any hoses or connections.
6. Close shut-off valves at the pipe to hose transition manifolds. One transition manifold is located within the HPU room. The other isolation valve manifold is located outside of the HPU room.
7. Place container below the hydraulic components being replaced to collect any hydraulic fluid and to prevent any hydraulic fluid spills.
8. Remove the hoses via the flange connections at the transition and cylinder manifolds.
9. Drain the hydraulic fluid within the existing hose into a container for disposal.
10. Remove the shut-off valves from the transition manifold located outside of the HPU room and at the hydraulic cylinder manifold and drain excess oil into a container.
11. Install new valves at the transition manifold and hydraulic cylinder.
12. Remove the pressure relief valves at the hydraulic cylinder manifold.
13. Install new pressure relief valves at the hydraulic cylinder manifold.
14. Remove plugs from the hose connections and install the new hoses with new O-ring/gaskets.
15. Open the valves located at the transition manifold within the HPU room and at the hydraulic cylinder manifold.
16. Relieve pressure at the hydraulic cylinder to remove air from the system.
17. Add hydraulic fluid to the HPU reservoir to replace hydraulic fluid that may have been lost during the hose and valve replacement.
18. Clean any surfaces contaminated by oil during the work being performed.
19. Remove chocks between the tread plates and track plates.
20. Remove lockout and tagout at the HPU motors.
21. Perform field testing operations of the bascule leaf in accordance with Section 50.05.F.1 Field Testing.
22. Paint shut-off valve external surfaces at the transition manifold and at the hydraulic cylinder manifold.
23. Paint the pressure relief valve fittings at the hydraulic cylinder manifold.
24. Provide spare hoses and valves to the City of Chesapeake.
25. Perform acceptance testing in accordance with Section 50.05.F.0 Acceptance Testing.

F. Testing

1. Field Testing – After completing the hydraulic component replacement at each span drive hydraulic cylinder, the Contractor shall witness three test openings to ensure proper operation. The City will provide the bridge operators to perform the bridge openings as requested.

   At the end of each shift, the Contractor shall witness a bridge operation to ensure proper operation prior to leaving the project site.

2. Acceptance Testing – After completing the scope of work for this project, the Contractor and the City of Chesapeake shall perform a walkthrough of each hose location to ensure no leaks are observed at the hoses or valves. A minimum of 10 bridge openings shall be performed with the new hoses and valves prior to the walk through. If 10 bridge openings have not occurred, the Contractor shall schedule bridge openings needed to meet this minimum requirement. The City will perform the remaining bridge operations with the Contractor on-site to witness the bridge operations.

G. Disposal

All hydraulic hoses, fittings, valves, fluid, and other material removed as part of this work shall become property of the Contractor, to be removed from the Project Site. All materials removed from the Project Site for disposal, including equipment and rags which contain hydraulic fluid, shall be disposed of in accordance with all local and federal regulations.

H. Guarantee and Warranties

1. Manufacturer's warranties or guarantees on equipment, materials or products purchased for use on the Contract which are consistent with those provided as customary trade practice, shall be obtained by the Contractor and, upon acceptance of the contract, the Contractor shall assign to the owner, all
manufacturer's warranties or guarantees on all such equipment, material or products furnished or installed.

2. The Contractor shall warrant the satisfactory in-service operation of the mechanical equipment, material, products, and related components. This warranty shall extend for a period of one year following the date of final acceptance of the Project and shall warrant against leaks.

I. 50.06 MEASUREMENT AND PAYMENT

A. Method of Measurement

Division 50 – BRIDGE HYDRAULIC REPAIRS, will not be measured.

B. Basis of Payment

The work will be paid for at the contract bid price for lump sum for Division 50 – BRIDGE HYDRAULIC REPAIRS. This price shall include all labor, tools, equipment, material, testing, and incidentals necessary to satisfactorily complete the work in accordance with the Contract Plans and Special Provisions.