



ADDENDUM #3
ITB NUMBER: 2015018-PW-B
West Rock Street Bridge Replacement ITB

DATE: January 22, 2015

TO: All Potential Bidders

City of Harrisonburg's West Rock Street Bridge Replacement ITB, is modified as follows:

Attached as part of this addendum are modifications to the bid documents including a section on General Requirements and details on Submission and Disposition of Claims.

All other requirements, terms and conditions of the ITB remain unchanged.

Addendum page must be signed and returned with your bid to acknowledge receipt of this addendum.

Authorized Signature

By: Pat Hilliard, CPPB
Procurement Manager

Addendum #3

ITB NUMBER: 2015018-P2-B

West Rock Street Bridge Replacement

DATE: January 22, 2015

TO: All Potential Bidders

City of Harrisonburg's West Rock Street Bridge Replacement ITB, is modified as follows:

1. For the purposes of VDOT 2007 Road and Bridge Specifications, *Section 105.12, Coordination of Plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions and Special Provision Copied Notes*, the contract documents Section 0001 through 0800 shall be considered Special Provisions and Sections 1000 through 4000 shall be considered Supplementary Specifications.
2. *Section 105.19, Submission and Disposition of Claims*, of the VDOT Road and Bridge Specifications shall be replaced with the attachment to this Addendum.
3. Section 1000, General Requirements, of the contract documents are to be replaced per the attachment to this Addendum. Note that the changes were made to remove any reference to the EJCDC Standard General Conditions of the Construction Contract and replace them with reference to the City's General Terms and Conditions and/or VDOT Road and Bridge Specifications, 2007.

DIVISION I
GENERAL REQUIREMENTS

CITY OF HARRISONBURG, VIRGINIA
DEPARTMENT OF PUBLIC WORKS

Prepared by

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SECTION 01010

SUMMARY OF WORK

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The "PROJECT," which the "WORK" of this CONTRACT constitutes, is titled, "PROPOSED SUPERSTRUCTURE REPLACEMENT OF W. ROCK STREET BRIDGE OVER BLACKS RUN."

The work shall be completed in strict accordance with the Contract Documents as modified herein.

- B. Related requirements specified elsewhere:

1. Project Meetings: Section 01200.
2. Construction Schedule: Section 01310.
3. Schedule of Values: VDOT Road and Bridge Specifications, 2007.
4. Temporary Facilities: Section 01510.

- C. CONTRACTOR'S Duties:

1. Except as especially noted, provide and pay for:
 - a. Labor, materials and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Water, heat, and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of Work.
2. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids.
 - a. Permits - None required
 - b. Government fees - None required
 - c. Licenses - City Business License, Contractor shall contact Commissioner of Revenue for more information, cost, etc.
3. Give required notices.
4. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of Work.

5. Promptly submit written notice to ENGINEER of observed variance of Contract Documents from legal requirements.
6. Enforce strict discipline and good order among employees. Do not employ on Work:
 - a. Unfit persons.
 - b. Persons not skilled in assigned task.

1.02 CONTRACTS:

- A. Construct Work specified by the Contract Documents under prices shown in Bid Form.

1.03 CONCURRENT WORK:

- A. Keep Work clear of encroachment into areas required for concurrent work.

1.04 WORK SEQUENCE:

- A. Schedule Work as required by sequence of operations shown on Drawings and in Section 01310 and coordinate all activities which will affect other contractors and the ENGINEER.

1.05 CONTRACTOR USE OF PREMISES:

- A. Confine operations at site to areas permitted by:
 1. Law
 2. Ordinances
 3. Permits
 4. Contract Documents
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of OWNER or other contractor.
- F. Obtain and pay for use of additional storage or work areas needed for operations.

G. Use of site: exclusive and complete, for execution of work, except:

1. For OWNER'S and OWNER'S representative's unrestricted access.
2. Access required for other construction at the site that may or may not be a part of these Contract Documents.

1.06 COMPLETION OF THE WORK:

A. All work described in these Contract Documents shall be completed and have passed all tests as required by the Contract Documents no later than the Date of Final Acceptance of the Project.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor and materials and perform all field engineering and construction layout necessary to insure that the work conforms to the lines, grades and elevations shown on the Contract Documents.
- B. Structural design of shores, forms, and similar items provided by the CONTRACTOR as part of his means and methods of construction.

1.02 RELATED WORK

- A. Related Requirements Specified Elsewhere:
 - 1. OWNER'S Responsibilities: VDOT Road and Bridge Specifications, 2007.
 - 2. Summary of Work: Section 01010
 - 3. Construction Schedules: Section 01310
 - 4. Shop Drawings and Project Data: Section 01340
 - 5. CONTRACTOR'S Record Drawings: Section 01720

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.04 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Upon request of the ENGINEER submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification, signed by the CONTRACTOR'S retained field engineer, certifying that elevations and locations of improvements are in conformance or non-conformance with requirements of the Contract Documents.

1.05 PROCEDURES

A. In addition to procedures directed by the CONTRACTOR for proper performance of the CONTRACTOR'S responsibilities:

1. Locate and protect control points before starting work on the site.
2. Preserve permanent reference points during progress of the Work.
3. Do not change or relocate reference points or items of the Work without specific approval from the ENGINEER.
4. Promptly advise the ENGINEER when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the ENGINEER require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

END OF SECTION

SECTION 01153

CHANGE ORDER PROCEDURE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Make such changes in the Work, in the Contract Sum in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the OWNER and the ENGINEER and issued after execution of the Contract, in accordance with the provisions of this Section.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- 1. Changes in the Work: General terms and conditions & VDOT Road and Bridge Specifications, 2007.
- 2. Change in Contract Price: General terms and conditions & VDOT Road and Bridge Specifications, 2007.
- 3. Construction Schedules: Section 01310
- 4. Shop Drawings and Project Data: Section 01340
- 5. CONTRACTOR'S Record Drawings: Section 01720

1.03 SUBMITTALS

- A. Make submittals directly to the ENGINEER at the address shown on the Project Directory in the Project manual.
- B. Submit the number of copies called for under the various items listed in this Section.

1.04 PRODUCT HANDLING

- A. Maintain a "Register of Bulletins and Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the ENGINEER for review at his request.

1.05 PROCESSING CHANGES INITIATED BY THE OWNER

- A. Should the OWNER contemplate making a change in the Work or a change in the Contract Time of Completion, the ENGINEER will issue a "Bulletin" to the CONTRACTOR.

- 1. Bulletins will be dated and will be numbered in sequence.

2. The Bulletin will describe the contemplated change and will carry one of the following instructions to the CONTRACTOR:
 - a. Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion.
 - b. Make the described change in the Work, credit or cost for which will be determined in accordance with General terms and conditions & VDOT Road and Bridge Specifications, 2007, Section 104.02.
 - c. Promptly advise the ENGINEER as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

B. If the CONTRACTOR has been directed by the ENGINEER to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the CONTRACTOR wishes to make a claim for one or both of such changes, the CONTRACTOR shall notify the ENGINEER as provided for in the revised Section 105.19 Submission and Disposition of Claims (City Revision 1-21-15) of Section 400.

C. If the CONTRACTOR has been directed by the ENGINEER to promptly advise him as to credit or cost proposed for the described change, the CONTRACTOR shall:

1. Analyze the described change and its impact on costs and time;
2. Secure the required information and forward it to the ENGINEER for review;
3. Meet with the ENGINEER as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;
4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the OWNER'S cost for making the change, advising the ENGINEER in writing when such avoidance no longer is practicable.

1.06 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

A. Should the CONTRACTOR discover a discrepancy among the Contract Documents, a concealed condition as described in the General terms and conditions & VDOT Road and Bridge Specifications, 2007 or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the ENGINEER as required by pertinent provisions of the Contract Documents.

- B. Upon agreement by the ENGINEER that there is reasonable cause to consider the CONTRACTOR'S proposed change, the ENGINEER will issue a Bulletin in accordance with the provisions described in Article 1.05 above.

1.07 PROCESSING BULLETINS

- A. Make written reply to the ENGINEER in response to each Bulletin:
 - 1. State proposed change in the Contract Sum, if any;
 - 2. State proposed change in the Contract Time of Completion, if any;
 - 3. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any;
 - 4. Include full backup data such as subcontractor's letter of proposal or similar information;
 - 5. Submit this response in a single copy.
- B. When cost or credit for the change has been agreed upon by the OWNER and the CONTRACTOR, or the OWNER has directed that cost or credit be determined in accordance with General terms and conditions and VDOT Road and Bridge Specifications, 2007, Section 109.05, the ENGINEER will issue a "Change Order" to the CONTRACTOR.

1.08 PROCESSING CHANGE ORDERS

- A. Change Orders will be dated and will be numbered in sequence.
- B. The Change Order will describe the change or changes, will refer to the Bulletin or Bulletins involved, and will be signed by the OWNER and ENGINEER.
- C. The ENGINEER will issue three copies of each Change Order to the CONTRACTOR:
 - 1. The CONTRACTOR promptly shall sign all three copies and return two copies to the ENGINEER.
 - 2. The ENGINEER will retain one signed copy in his file, will forward one signed copy to the OWNER.
- D. Should the CONTRACTOR disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - 1. The CONTRACTOR promptly shall return three copies of the Change Order, unsigned by him, to the ENGINEER with a letter signed by the CONTRACTOR and stating the reason or reasons for the CONTRACTOR'S disagreement.
 - 2. The CONTRACTOR'S disagreement with the Change Order shall not in any way relieve the CONTRACTOR of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

END OF SECTION

SECTION 01200

PROJECT COORDINATION AND PROGRESS MEETINGS

1.01 GENERAL

A. Related Requirements Specified Elsewhere:

1. Summary of Work: Section 01010.
2. Construction Schedules: Section 01310.
3. Shop Drawings and Project Data: Section 01340.

B. The ENGINEER will schedule and administer progress meetings.

1. Prepare agenda.
2. Distribute written notice and agenda of regular and called meetings 4 days in advance of meeting date.
3. Make physical arrangements for meetings.
4. Preside at meetings.
5. Record minutes; include significant proceedings and decisions.
6. Distribute copies of minutes to participants, within 4 days after the meetings.

C. All CONTRACTORS working at the Project Site at the time of such Project meetings shall attend meetings.

1.02 PRE-CONSTRUCTION MEETING

A. To be scheduled within 5 days after Date of Notice to Proceed.

B. Attendance:

1. OWNER.
2. ENGINEER and his Consultants.
3. Other CONTRACTORS working at the Project Site.
4. Major subcontractors of all CONTRACTORS.
5. Representative of Governmental or other Regulatory Agencies as necessary.

C. Minimum Agenda:

1. Distribute and discuss:
 - a. List of major subcontractors.
 - b. Tentative Construction Schedule.
2. Critical Work sequencing.
3. Relation and coordination of CONTRACTORS.
4. Designation of responsible personnel.
5. Processing of field decisions and Change Orders.
6. Adequacy of distribution of Contract Documents.
7. Submittal of shop drawings, project data and samples.
8. Procedures for maintaining Record Documents.
9. Use of premises:
 - a. Office and storage areas.
 - b. OWNER'S requirements.
10. Major equipment deliveries and priorities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.

1.03 PROGRESS MEETINGS

- A. Schedule Regular Meetings to be held monthly at a time and place mutually agreed upon between CONTRACTOR and ENGINEER and OWNER.
- B. Hold Called Meetings as progress of Work dictates.
- C. Attendance:
 1. ENGINEER and his Consultants.
 2. All CONTRACTORS working at the Project Site.
 3. Subcontractors as pertinent to agenda.
 4. Safety Representatives.
 5. Representatives of Governmental or other Regulatory Agencies, as required.

D. Minimum Agenda:

1. Review, approve minutes of previous meeting.
2. Review Work Progress since last meeting.
3. ENGINEER will accept and give preliminary review of all Applications for Progress Payments.
4. Note field observations, problems, and decisions.
5. Identify problems which impede planned progress.
6. Review off-site fabrication problems.
7. Develop corrective measures and procedures to regain planned schedule.
8. Review Construction Schedule as indicated.
9. Plan progress during next work period.
10. Coordinate projected progress with other CONTRACTORS on the Project Site.
11. Review submittal schedules, expedite as required to maintain schedule.
12. Review maintaining of quality and work standards.
13. Review changes proposed by OWNER for:
 - a. Effect on Construction Schedule.
 - b. Effect on completion date.
14. Complete other current business.

1.04 GAS COMPANY

The Contractor shall coordinate with Columbia Gas Company for any gas line relocations, temporary and permanent supports, and/or any other gas line work associated with this project which will be the responsibility of the Columbia Gas Company.

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 GENERAL:

A. Related Requirements Specified Elsewhere:

1. Summary of Work: Section 01010.
2. Shop Drawings and Project Data: Section 01340
3. Schedule of Values: VDOT Road and Bridge Specifications, 2007.

B. Provide projected construction schedules for entire Work to ENGINEER - revise monthly.

C. The Construction Schedule in the form specified will be used as the "Schedule of Values" when dollar values are assigned to each activity.

1.02 FORM OF SCHEDULES:

A. Prepare in form of horizontal bar chart.

1. Provide separate horizontal bar column for each activity.
2. Order: Table of Contents of Specifications.
3. Identify each column:
 - a. By distinct graphic delineation.
 - b. Maximum of 100 activities will be allowed for all work.
 - c. Activity No. 1 shall be "Mobilization."
 - d. Activity No. 2 shall be "General Expense Items."
4. Horizontal time scale: Identify first work day of each week.
5. Scale and spacing: To allow space for updating.

B. Sheet size: 11" x 17" on transparent reproducible material.

1.03 CONTENT OF SCHEDULES:

A. Provide complete sequence of construction by activity.

1. Shop Drawings, Project Data and Samples:

- a. Submittal dates.
- b. Dates reviewed copies will be required.

2. Product procurement and delivery dates.

3. Dates for beginning, and completion of, each element of construction, specifically:

- a. Concrete placement.
- b. Subcontractor work.
- c. Material installations.
- d. Material tests.

B. Identify Work of separate phases, or other logically grouped activities.

C. Provide separate subschedule, showing submittals, review times, procurement schedules, and delivery dates.

D. Provide subschedules to define critical portions of entire schedule.

1.04 UPDATING:

A. Show all changes occurring since previous submission of updated schedule.

B. Indicate progress of each activity, show completion dates.

C. Include:

- 1. Major changes in scope.
- 2. Corrective action taken, or proposed, and its effect.
- 3. Revised projections due to changes.
- 4. Other identifiable changes.

D. Provide narrative report, including:

- 1. Discussion of problem areas, including current and anticipated delay factors, and their impact.

2. Corrective action taken, or proposed, and its effect.
3. Effect of change in schedules of other contractors at the project site.
4. Description of revisions:
 - a. Effect on schedule due to change of scope.
 - b. Revisions in duration of activities.
 - c. Other changes that may affect schedule.

1.05 SUBMITTALS

- A. Submit initial schedules within 15 days after date of Notice to Proceed:
 1. ENGINEER will review schedules and return review copy within 10 days after receipt.
 2. If required, resubmit within 7 days after return of review copy.
- B. Submit monthly updated schedules accurately depicting progress.
- C. Submit 2 copies to be retained by ENGINEER.

1.06 DISTRIBUTION:

- A. Distribute copies of review schedules to:
 1. Job site file.
 2. Other contractors.
 3. Subcontractors.

END OF SECTION

SECTION 01340

SHOP DRAWINGS AND PROJECT DATA

1.01 GENERAL:

- A. Submit, to the ENGINEER, shop drawings, project data, warranty data, installation instructions, and samples (including hydraulic cement concrete mix designs, asphalt concrete mix designs, notarized letters of certification for all materials used) required by Specification sections.
- B. Related requirements specified elsewhere:
 - 1. Construction Schedules: Section 01310.
 - 2. CONTRACTOR'S Record Drawings: Section 01720.
- B. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and dates for reviewing shop drawings.
- C. No separate payment will be made for any of the requirements of this Section. The cost for all shop drawing submissions shall be deemed included in the Contract Lump Sum Price for this Contract.

1.02 SHOP DRAWINGS:

- A. Drawings specifically prepared by CONTRACTOR, a subcontractor, supplier or distributor, for this Work, which illustrate some portion of the Work; showing fabrication, layout, setting or erection details. Installation instructions and any manufacturer's warranties that are required in a specific specifications section shall also be submitted with the shop drawings.
- B. Shop drawings shall be prepared by a qualified detailer.
- C. Identify details by reference to sheet and detail numbers shown on Contract Drawings and/or section number of the Specifications.
- D. Reproductions for submittals: opaque diazo prints or blueprints.

1.03 PROJECT DATA:

- A. Manufacturer's standard schematic drawings:
 - 1. Modify drawings to delete information which is not applicable to Work.
 - 2. Supplement standard information to provide additional information applicable to Work.

- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show schematic and physical wiring diagrams and controls.

1.04 CONTRACTOR RESPONSIBILITIES:

- A. CONTRACTOR is responsible for: dimensions which shall be confirmed and correlated at the Work site; fabricating processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his Work.
- B. Review and approve Shop Drawings, Project Data and Samples prior to submission.
- C. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
- D. Coordinate each submittal with requirements of Work and of Contract Documents.
- E. CONTRACTOR'S responsibility for errors and omissions in submittals is not relieved by ENGINEER'S review of submittals.
- F. CONTRACTOR'S responsibilities of deviations in submittals from requirements of Contract Documents is not relieved by ENGINEER'S review of submittals. The CONTRACTOR may submit specific deviations to the ENGINEER for review, but such deviations will require the ENGINEER'S written approval for the specific deviation.
- G. Notify ENGINEER, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- H. Begin no work which requires submittals until return of submittals with ENGINEER'S stamp and initials or signature indicating review.
- I. Where shop drawings prepared by one trade require cross checking with the shop drawings of some other trade or trades, the CONTRACTOR shall assemble the shop drawings of all interdependent

trades, cross check and coordinate them himself, require corrections as necessary from the various trades and then present the corrected drawings in one submission. As an alternate to this procedure, the CONTRACTOR may make composite drawings showing the interrelation of the concerned trades, and subsequent shop drawings of these trades shall be required to conform to these reviewed composite drawings. Fragmentary or piecemeal transmittals of shop drawings for individual trades in violation of this requirement will be returned to the CONTRACTOR unchecked and will not be considered as a submission.

J. After ENGINEER'S review, distribute copies.

1.05 SUBMISSION REQUIREMENTS:

A. Schedule submissions at least 30 days before dates reviewed submittals will be needed.

B. Submit five (5) copies and one reproducible of shop drawings. Reproducible will be returned to the CONTRACTOR for his further distribution.

C. Submit number of samples specified in each of Specification sections.

D. Accompany submittals with transmittal letter, in duplicate, containing (Submittals without proper letter of transmittal will be returned without review):

1. Date.

2. Project title and OWNER'S and ENGINEER'S project numbers.

3. CONTRACTOR'S name and address.

4. The number of each shop drawing, project datum and sample submitted.

5. Statement that the submittals meet the requirements of the Contract Documents or notification of deviations from Contract Documents and justification for such deviations.

6. Other pertinent data.

E. Submittals shall include:

1. Date and revision dates.

2. Project title and number.

3. The names of:

a. ENGINEER.

- b. CONTRACTOR.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - f. Separate detailer when pertinent.
- 4. Identification of product or material.
 - 5. Relation to adjacent structure or materials.
 - 6. Field dimensions, clearly identified as such.
 - 7. Applicable specification section number.
 - 8. Applicable standards, such as ASTM number or Federal Specifications.
 - 9. A blank space, 4" x 4".
- 10. Identification of deviations from Contract Documents.
 - 11. CONTRACTOR'S stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance of Contract Documents.

1.06 RESUBMISSION REQUIREMENTS:

A. Shop Drawings:

- 1. Review initial drawings as required and resubmit as specified for initial submittal.
- 2. Indicate on drawings any changes including those requested by ENGINEER.

B. Project Data and Samples: Submit new data and samples as required for initial submittal.

C. Each submittal, regardless of action taken, will count as one submission.

1.07 ENGINEER'S DUTIES:

A. Review submittals within fourteen (14) days from receipt of submission.

B. Review for general compliance with the design concept of the Project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications.

- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature indicating the review of submittal.
- E. Disposition will be one of the following: No Exception Taken, Make Corrections Noted, Rejected, Revise and Resubmit, or Submit Specified Item.
- F. Return required copies of submittals to CONTRACTOR for distribution.

END OF SECTION

SECTION 01510

TEMPORARY FACILITIES

PART 1 GENERAL

1.01 BY WHOM WORK TO BE DONE

- A. Except as may be otherwise specifically noted herein, all work covered by this section shall be the responsibility of the CONTRACTOR.

1.02 WORK INCLUDED

- A. Furnish labor and materials to complete all temporary construction and services essential to the carrying on of the complete construction.
- B. The cost of permanently installed utilities shall be borne by the CONTRACTOR until issuance of the Certificate of Substantial Completion and occupancy of the Project by the OWNER at which time the OWNER will assume responsibility for such costs.

PART 2 FACILITIES TO BE PROVIDED

2.01 TEMPORARY ENCLOSURES

- A. Provide temporary weathertight enclosures as needed.
- B. Provide temporary field office for CONTRACTOR usage located on project site in staging area.

2.02 TEMPORARY TELEPHONE

- A. Provide temporary telephone to the CONTRACTOR'S field office.

2.03 TEMPORARY HEAT

- A. Provide, without extra cost to OWNER, temporary heating required for proper protection and drying of work. The system of temporary heat to be used shall be subject to the acceptance of the ENGINEER. Salamanders and similar temporary heating equipment will not be permitted. Heat shall be maintained around the clock (24 hours), seven (7) days a week, as necessary to fully meet Contract requirements.

2.04 TEMPORARY ELECTRIC POWER

- A. Provide temporary service and remove as required for construction.
- B. All power required for construction shall be furnished and cost paid by the CONTRACTOR.

- C. Cost of all lamps shall be paid by the CONTRACTOR.
- D. All electrical work shall conform to all applicable laws, rules, and regulations.

2.05 TEMPORARY SIGNS

- A. Signs or advertisements: Not permitted to be displayed without OWNER'S written permission. CONTRACTOR may erect one painted sign giving project name, names and addresses of ENGINEER, CONTRACTOR, and various subcontractors. Such sign shall be subject to the OWNER'S review and acceptance. Sign shall be no larger than 24 square feet (per zoning administration) with edges sealed, painted plywood, free standing. Locate as directed.

2.06 TEMPORARY STAIRS, LADDERS, RAMPS, ETC.

- A. Furnish, maintain equipment such as temporary stairs, ladders, ramps, scaffolds, runways, derricks, chutes, elevators and the like as required for proper execution of work by trades. Such apparatus, equipment, construction: as per Labor Law, other State or local laws applicable thereto.

2.07 TEMPORARY TOILET

- A. Provide, maintain, sanitary temporary toilet located where directed and in close proximity to the work in progress for use by those engaged on work.

2.08 STORAGE SHEDS

- A. CONTRACTOR shall provide, where directed, all storage sheds and work space as required and shall remove same when directed.

2.09 PUMPS AND DRAINAGE

- A. CONTRACTOR shall do all pumping, bailing and drainage of all water which may be discharged into any portion of the project during its construction. Water accumulating in trenches must be removed.

2.10 TEMPORARY WATER

- A. The CONTRACTOR shall furnish, maintain and pay for drinking water. Water used to fill pipes for testing will be provided free of charge for two events. Subsequent refills and other uses, such as road construction, will be charged at the City of Harrisonburg's current rate per 1000 gallons. The City's fire hydrant use policy shall be applicable to this project.

END OF SECTION

SECTION 01551

SITE, ACCESS, STAGING, PARKING AND TRAFFIC REGULATIONS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. General Requirements: VDOT Road and Bridge Specifications, 2007.
- B. Summary of Work: Section 01010.
- C. Clearing: Section 02100
- D. Maintenance of Traffic: Section 02703

1.02 ACCESS

- A. The CONTRACTOR shall provide reasonable and safe access to the Project Site at all reasonable times for the OWNER, ENGINEER, representative of other governmental agencies and his workmen.

1.03 PARKING AND STAGING AREA

- A. The CONTRACTOR shall provide off-street parking for all workmen engaged on the work of the Project and shall endeavor to ensure the use thereof. The CONTRACTOR shall make appropriate arrangements with local property owners in order to provide this area.

1.04 MAINTENANCE

- A. The CONTRACTOR shall provide for the prompt removal from traveled streets and roadways of all dirt and other materials that have been deposited thereon by his operations whenever the accumulation is sufficient to cause the formation of dust or mud, damage to pavements or creates a traffic hazard.

END OF SECTION

SECTION 01630

PRODUCT DELIVERY, STORAGE AND PROTECTION

PART 1 GENERAL

1.01 APPLICABILITY

- A. These specifications apply to all products furnished under this contract.

1.02 DELIVERY

- A. Shipments of materials to be used by the CONTRACTOR or any subcontractor under this contract should be delivered to the job site only during the regular working hours of the CONTRACTOR or subcontractor. If a delivery is made during other than the normal working hours of the CONTRACTOR or subcontractor, his authorized agent must be on duty to receive such material. No employee of the OWNER or the ENGINEER is authorized to receive any shipment designated for the CONTRACTOR of subcontractor.
- B. Products shall not be delivered to the OWNER or the ENGINEER.
- B. Products shall not be delivered to project site until related shop drawings have been reviewed by the ENGINEER.
- C. Products shall not be delivered to the project site until required storage facilities as specified below have been reviewed by the ENGINEER.
- D. Products shall be delivered to site in manufacturer's original, unopened, labeled containers.
- E. The CONTRACTOR shall not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

1.03 STORAGE AND PROTECTION

A. General:

- 1. The CONTRACTOR shall store and protect products in accordance with the manufacturer's recommendations and the requirements specified herein. No on-site or existing storage facilities are available for use by the CONTRACTOR. All on-site facilities shall be furnished by the CONTRACTOR if space is available in the area defined as the "Site Limits" for the Work.
- 2. When area for storage facilities is not available within the "Site Limits," the CONTRACTOR shall provide off-site, weather-

proof storage facilities reviewed by the ENGINEER at no extra charge to the OWNER in accordance with the storage requirements in the Contract Documents.

3. The CONTRACTOR shall provide weatherproof storage for all spare parts. This storage shall be off site in a facility reviewed by the ENGINEER when area within the "Site Limits" for provision of such facilities does not exist. Storage facilities shall provide for security of such spare parts and for the segregation of spare parts from uninstalled products that will be used by the CONTRACTOR in the performance of his work.
4. The CONTRACTOR shall provide all equipment, spare parts and supplies that are to be delivered to the OWNER in accordance with the Contract Documents in properly marked original packages that show the name of the item, the equipment, or system in which the item belongs, the OWNER'S requisition number, the quantity and the Specification's Section number.
5. The CONTRACTOR shall not store products in the structures being constructed unless consented to in writing by the ENGINEER.
6. The CONTRACTOR shall not block or restrict the use of access roads with stored materials.
7. The CONTRACTOR shall not store products where they will interfere with operations of the OWNER or other contractors or on the OWNER'S property outside the "Site Limits" of the Work.
8. The CONTRACTOR shall protect stored materials from damage by vandals. CONTRACTOR is fully responsible for products stored within his limits of work.
9. The CONTRACTOR shall protect all products from damage or deterioration by weather.
10. The CONTRACTOR shall not store any products directly on the ground.
11. The CONTRACTOR shall not store any products in drainage ditches or areas where water may stand.
12. The CONTRACTOR shall label containers to identify materials inside using the terminology found in these Specifications.

B. Uncovered Storage:

1. The following types of materials may be stored out-of-doors without cover:
 - a. Masonry units

- b. Reinforcing steel
 - c. Structural steel
 - d. Piping
 - e. Precast concrete items
 - f. Castings
 - g. Gratings
 - h. Hand railing
2. Store the above materials on wood blocking.
- C. Covered Storage:
- 1. The following types of materials may be stored out-of-doors if covered with material impervious to water.
 - a. Rough lumber
 - 2. Tie down covers with rope and slope to prevent accumulation of water on covers.
 - 3. Store materials on wood blocking of sufficient height to insure no contact of materials with ground.
- D. Fully Protected Storage:
- 1. Store all products not named above in buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.
 - 2. Provide heated storage space for materials which would be damaged by freezing.
 - 3. Protect mechanical and electrical equipment from being contaminated by dust and dirt.
 - 4. Maintain temperature and humidity at levels recommended by manufacturers for electrical and electronic equipment.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed work to the OWNER.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Substantial Completion: VDOT Road and Bridge Specifications, 2007.
- B. Completion: VDOT Road and Bridge Specifications, 2007.
- C. Final Inspection: VDOT Road and Bridge Specifications, 2007.
- D. Final Application for Payment: VDOT Road and Bridge Specifications, 2007.
- E. Waiver of Claims: VDOT Road and Bridge Specifications, 2007.
- F. Change Order Procedure: Section 01153
- G. Operations and Maintenance Data: Section 01350
- H. Cleaning: Section 01710
- I. CONTRACTOR'S Record Drawings: Section 01720

1.03 PROCEDURES

- A. Substantial Completion:
 - 1. Prepare and submit a list of items completed or to be completed.
 - 3. Within a reasonable time after receipt of the list, the ENGINEER will inspect to determine status of completion.
 - 4. Should the ENGINEER determine that the work is not substantially complete:
 - a. The ENGINEER promptly will so notify the CONTRACTOR, in writing, giving the reasons therefor.
 - b. CONTRACTOR will remedy the deficiencies and notify the ENGINEER when ready for reinspection.
 - c. The ENGINEER will reinspect the work.

4. When the ENGINEER concurs that the work is substantially complete:
 - a. The ENGINEER will prepare a "Certificate of Substantial Completion" accompanied by the CONTRACTOR'S list of items to be completed or corrected, as verified by the ENGINEER.
 - b. The ENGINEER will submit the Certificate to the OWNER and to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:

1. Prepare and submit the notice that work is ready for final inspection and acceptance.
2. Verify that the work is complete including, but not necessarily limited to, payment affidavits, consent of surety, receipts, waivers, operation and maintenance manuals.
3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is completed and ready for final inspection.
4. The ENGINEER will make an inspection to verify status of completion.
5. Should the ENGINEER determine that the work is incomplete or defective:
 - a. The ENGINEER promptly will so notify the CONTRACTOR, in writing, listing the incomplete or defective work;
 - b. CONTRACTOR will remedy the deficiencies promptly, and notify the ENGINEER when ready for reinspection.
5. When the ENGINEER determines that the work is acceptable under the Contract Documents, he will request the CONTRACTOR to make closeout submittals.

C. Closeout submittals include, but are not necessarily limited to:

1. Project Record Documents.
3. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the ENGINEER.
3. Warranties and bonds.
4. Spare parts and materials extra stock.
4. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection
 - b. Certificates of Occupancy
6. Certificates of Insurance for products and completed operations.
7. Evidence of payment and release of liens.
8. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

D. Final adjustment of accounts:

1. Submit a final statement of accounting to the ENGINEER showing all adjustments to the Contract Sum.
2. If so required, the ENGINEER will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

1.04 INSTRUCTION

- A. Instruct the OWNER'S personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the work.

END OF SECTION

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere:

1. Summary of Work: Section 01010.
3. Cleaning for Specific Products of Work: Specifications Section for that work.

B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.

C. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight exposed surfaces; leave project clean and ready for occupancy.

1.02 SAFETY REQUIREMENTS:

A. Standards: Maintain project in accordance with the following safety and insurance standards.

1. Applicable State, City, County and Federal Codes and Regulations.

B. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
2. Provide adequate ventilation during use of volatile or noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.
3. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

PART 2 PRODUCTS

2.01 MATERIALS:

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION:

- A. Execute cleaning to ensure that Work, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- B. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- C. Provide on-site dump containers for collection of waste materials, debris and rubbish.
- E. Dispose of waste materials, debris and rubbish in a legal manner.

3.02 FINAL CLEANING:

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- C. In preparation for substantial completion or occupancy, conduct final inspection of sight exposed interior and exterior surfaces and of concealed spaces.
- C. Broom clean paved surfaces; rake clean other surfaces of grounds.
- D. Maintain cleaning until project, or portion thereof, is occupied by OWNER.

END OF SECTION

SECTION 01720

CONTRACTOR'S RECORD DRAWINGS

1.01 GENERAL:

- A. Contractor shall maintain, mark, record & submit drawings as described in more detail as follows below.

1.02 MAINTENANCE OF DOCUMENTS:

- A. Maintain at job site, one copy of:

- 1. Contract Drawings.
- 2. Contract Specifications.
- 3. Addenda.
- 4. Reviewed Shop Drawings.
- 5. Change Orders.
- 6. Other Modifications to Contract.
- 7. Field Test Records.

- B. Provide files and racks for storage of documents.

- C. Maintain drawings in clean, dry legible condition.

- D. Do not use record drawings for construction purposes.

- E. Make drawings available at all times for inspection by ENGINEER and OWNER.

1.03 MARKING DEVICES:

Provide felt marking pen for marking, conforming to the following color codes:

- A. Blue for architectural work.

- B. Green for structural work.

- C. Yellow for piping work.

- D. Black for heating, ventilating and air conditioning work.

- E. Purple for electrical work.

- F. Red for other written notations.

1.04 RECORDING:

- A. Label each drawing "CONTRACTOR'S Record Drawings" in 2-inch high printed letters.
- B. Do not permanently conceal any work until required information has been recorded.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Record Drawings: Legibly mark to record actual construction on full size prints:
 - 1. Depths of various elements of foundation.
 - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Change Order.
 - 6. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order.
 - 3. Other matters not originally specified.
- E. Shop Drawings: Maintain as record documents; legibly annotate all drawings to record changes made after review.

1.05 SUBMITTAL:

- A. At completion of Work:
 - 1. CONTRACTOR'S Record Drawings: One set of reproducible drawings, furnished to the CONTRACTOR by the ENGINEER, which the CONTRACTOR has revised, at appropriate scale and suitable for tracing, to show the required information.

B. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date.
2. Project title and number.
3. CONTRACTOR'S name and address.
4. Title and number of each record document.
5. Certification that each drawing as submitted is complete and accurate.
6. Signature of CONTRACTOR, or his authorized representative.

END OF SECTION

105.19 - Submission and Disposition of Claims (City Revision 1-21-15)

Early or prior knowledge by the City of Harrisonburg of an existing or impending claim for damages could alter the plans, scheduling, or other action of the City of Harrisonburg 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 City of Harrisonburg or its agents that allegedly caused damage to the Contractor and the nature of the claimed damage shall be submitted to the Project Manager at the time of each and every occurrence, but in no event later than 30 days, that the Contractor feels gives it the right to make a claim or prior to the beginning of the work upon which a claim and any subsequent action will be based. The written statement shall clearly inform the City of Harrisonburg that it is a "notice of intent to file a claim." If such damage is deemed certain in the opinion of the Contractor to result from his acting on an order from the Project Manager, he shall immediately, take written exception to the order. In the event that the City does not take action on a claim within 30 days, the claim shall be deemed denied. Submission of a notice of intent to file a claim as specified shall be mandatory. Failure to submit such notice of intent 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.

In addition, at the time of each and every occurrence that the Contractor feels gives it the right to make a claim or prior to beginning the work upon which a claim and any subsequent action will be based, the Contractor shall furnish the Project Manager an itemized list of materials, equipment, and labor for which additional compensation will be claimed. Only actual cost for materials, labor and equipment will be considered. The Contractor shall afford the Project Manager every facility for keeping an actual cost record of the work. The Contractor and the Project Manager shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Project Manager proper facilities for keeping a record of actual costs will constitute a waiver of a claim for such extra compensation except to the extent that it is substantiated by the City of Harrisonburg's records. The filing of such notice of intent by the Contractor and the keeping of cost records by the Project Manager shall in no way establish the validity of a claim.

Upon completion of the Contract, the Contractor may, within 60 days after the final payment date established by the City of Harrisonburg pursuant to Virginia Code, §2.2-4363, deliver to the City of Harrisonburg a written claim, which must be a signed original claim document along with three legible copies of the claim document, for the amount he deems he is entitled to under the Contract. For the purpose of this Section, the final payment date shall be that date set forth in a letter from the City of Harrisonburg to the Contractor sent by certified mail and shall be considered as the date of notification of the City of Harrisonburg's final payment. Regardless of the manner of delivery of the claim, the City of Harrisonburg must receive and have physical possession of the Contractor's written claim within the 60 day period that commences with the final estimate date. Submittals received by the City of Harrisonburg either before the final payment date or after the 60 day period shall not have standing as a claim. The claim shall set forth the facts upon which the claim is based. The Contractor shall include all pertinent data and correspondence that may substantiate the claim. Only actual cost for materials, labor and equipment will be considered. If the Contractor makes a claim, the City of Harrisonburg shall have the right, at its expense, to review and copy all of the Contractor's project files and documents, both electronic and paper, for use in analyzing the claim. Within 90 days from the receipt of the claim, the City of Harrisonburg will make an investigation and notify the Contractor by certified mail of its decision. However, by mutual agreement, the City of Harrisonburg and Contractor may extend the 90-day period for another 30 days.

If the Contractor is dissatisfied with the decision, he shall notify the City Manager in writing within 30 days from receipt of the City of Harrisonburg's decision that he desires to appear before him, whether in person or through counsel, and present additional facts and arguments in support of his claim. The City Manager will schedule and meet with the Contractor within 30 days after receiving the request. However,

the City Manager and Contractor, by mutual agreement, may schedule the meeting to be held after 30 days but before the 60th day from the receipt of the Contractor's written request. Within 45 days from the date of the meeting, the City Manager will investigate the claim, including the additional facts presented, and notify the Contractor in writing of his decision. However, the City Manager and Contractor, by mutual agreement, may extend the 45-day period for another 30 days. If the City Manager deems that all or any portion of a claim is valid, he shall have the authority to negotiate a settlement with the Contractor subject to any approvals required by the *Code of Virginia* and Harrisonburg City Code. Any monies that become payable as the result of claim settlement after payment of the final estimate will not be subject to payment of interest unless such payment is specified as a condition of the claim settlement.

The Contractor shall submit a certification with any claim using the following format:

Pursuant to *Code of Virginia*, I hereby certify that this contract claim submission for City of Harrisonburg Project in County, Virginia is a true and accurate representation of additional costs and/or delays incurred by (name of Contractor) in the performance of the required contract work. Any statements made, and known to be false, shall be considered a violation of the Virginia Governmental Frauds Act §18.2-498.1 to 18.2-498.5, punishable as allowed by the Virginia Code for a Class 6 Felony.

(Company)

By:

As officer or duly appointed agent of (Company)

Title:

Date:

State Of:

City/County of, To-Wit:

I, the undersigned, a Notary Public in and for the City/ County and State aforesaid, do hereby certify that, whose name is signed to the foregoing instrument, bearing date of the day of, 20, has this day acknowledged the same before me in my City/ County and State aforesaid.

Given under my hand this day of, 20.

Notary Public:

My commission expires:

Claims submitted during the statutory period for submitting contract claims and submitted without the certification described above shall not have standing as a claim and shall not be considered by the City of Harrisonburg.