



DEPARTMENT OF PUBLIC WORKS

320 East Mosby Rd

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, INVITATION TO BID NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

Prompt Payment Discount: \_\_\_% for payment within \_\_\_ days/net \_\_\_ days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: [ ] INDIVIDUAL [ ] PARTNERSHIP [ ] CORPORATION [ ] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Public Works at 320 East Mosby Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

INVITATION TO BID  
AND  
PROJECT MANUAL

FOR

ANNUAL STREET PAVING SERVICES

CITY OF HARRISONBURG, VIRGINIA

DEPARTMENT OF PUBLIC WORKS

February 17, 2012

Prepared by

DEPARTMENT OF PUBLIC WORKS  
City of Harrisonburg  
320 East Mosby Rd  
Harrisonburg, Virginia 22801

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## INVITATION TO BID

PROJECT: Annual Street Paving Services  
City of Harrisonburg, Virginia

Bids on the referenced project will be received by the City of Harrisonburg in the office of the Director of Public Works, 320 E. Mosby Rd, Harrisonburg, Virginia, 22801 until 2:00 P.M., local prevailing time, Thursday, March 15, 2012 and then publicly opened.

The project consists of the following:

Provision and installation of approximately 13,695 tons of plant-mix asphalt concrete pavement, pavement planing (milling) of approximately 114,525 square yards of in-place asphalt concrete pavement, including approximately 11,367 square yards of a Rejuvenator Sealer and 300 lbs. of crack sealer together with all required traffic control and other incidental items required to complete the work.

Bids may be withdrawn in accordance with the Code of Virginia Section 2.2-4330

Project will be awarded based on combination of unit prices, contractor qualifications, responsible bidders and contractor availability Information provided in Section 00100 instructions to bidder will help determine a responsible bidder.

OWNER: City of Harrisonburg Public Works Dept., 320 E. Mosby Rd.,  
Harrisonburg, Virginia, 22801

DIRECTOR: Director of Public Works, City of Harrisonburg, 320 East Mosby  
Road, Harrisonburg, Virginia 22801  
Phone (540) 434-5928 Fax (540) 434-2695

Bid documents consisting of project manual and with supplements are open to the public for inspection at the following locations:

City of Harrisonburg Department of Public Works, 320 East Mosby Rd.,  
Harrisonburg, Virginia 22801-3683

City of Harrisonburg, Office of Purchasing, 2111 Beery Rd.,  
Harrisonburg, Virginia 22801

Bid documents can be viewed at [www/harrisonburgva.gov/bids](http://www/harrisonburgva.gov/bids).

A mandatory pre-bid conference will be held on Thursday, February 23, 2012 in the conference room at the Department of Public Works, 320 E. Mosby Rd., Harrisonburg, Virginia 22801 at 1:30 P.M.

Bid security: Bids shall be accompanied by an acceptable bid bond in the amount of 5 percent of the base bid.

Bidders must be licensed as contractors in the commonwealth of Virginia in accordance with Code of Virginia, Title 54, Chapter 11

The "Instructions to Bidders" Section of the contract manual is hereby made a part of this invitation to bid by reference.

City of Harrisonburg  
Director of Public Works  
James D. Baker  
320 E. Mosby Road  
Harrisonburg, Virginia 22801

END OF INVITATION TO BID  
INV – 2

## INSTRUCTIONS TO BIDDERS

### 1. THE WORK

The work includes provision and installation of approximately 13,695 tons of plant-mix asphalt concrete pavement, pavement planing (milling) of approximately 114,525 square yards of in-place asphalt concrete pavement, including approximately 11,367 square yards of a Rejuvenator Sealer and 300 lbs. of crack sealer together with all required traffic control and other incidental items required to complete the work. Work also includes utility structure adjustments as required.

### 2. SECURING DOCUMENTS

Copies of the proposed Contract Documents may be downloaded from website or obtained from:

City of Harrisonburg  
Director of Public Works  
320 E. Mosby Road  
Harrisonburg, Virginia 22801

Upon the conditions set forth in the Advertisement to Bid.

### 3. BID FORM

In order to receive consideration, submit sealed bids in accordance with the following:

- A. Submit sealed bids upon the forms provided (00300-1 thru 00300-5), properly signed and with all items filled out. Do not change the working of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. If alterations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the bidder.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. Bids shall not be faxed. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Owner, and deliver to the address given in the advertisement to bid or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. Only one bid copy required. It is the sole responsibility of the bidder to see that his bid is received on time.
- D. Provide supplemental information as required.

#### 4. SUPPLEMENTAL INFORMATION REQUIRED

For the purpose of evaluating bid submissions discussed in Item 9, AWARD OF CONTRACT, bidders shall submit the following information along with the Bid form:

- A. Copy of current VDOT job mix formulas for all mixes specified herein.
- B. Copy of VDOT approved certifications for asphalt plant and for all employees holding Technician and Weigh-person Certifications.
- C. Short or long form resumes for the following primary personnel:
  - 1. Plant Operator
  - 2. Materials Technician(s)
  - 3. Project Manager
  - 4. Traffic Control Manager
  - 5. Crew Supervisor
- D. List of at least three references for which Contractor performed similar work, within the last five years, at an annual total price of \$500,000 or greater. References shall include name, contact person, address, phone number and a description of project.
- E. List of major equipment available on a regular basis for mobilization on this project.
- F. Written narrative of Contractor's quality control program, to include specifics on material selection, lab testing, protection during transport and in-place testing.
- G. Statement on current and projected workload, including the ability to adjust schedules on minimal notice to account for utility adjustments, special events, additions to and deletions from schedule, adverse weather and other similar situations.

#### 5. BONDS

- A. Bid security for the Total Bid in the amount stated in the Invitation to bid must accompany each bid. The successful bidder's security will not be returned until he has signed the Contract and has furnished the required Certificates of Insurance.

- B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract or until 60 days after bid opening, whichever is sooner. Other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner may retain his bid security as liquidated damages but not as a penalty.
- C. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond, in the amount to 100% of the Contract Sum, and on the form provided therefor in the Project Manual. Such Bond shall be issued by a Surety acceptable to the Owner.

## 6. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Specifications and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination and knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

## 7. BIDDER ELIGIBILITY

Bids will only be accepted from Contractors who are actively engaged in the type of construction of the item(s) called for in the bid. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City. Where an installation or assembly is to be performed by a subcontractor, the bidder must name the subcontractor, and the City reserves the right to determine whether the named subcontractor is fit and capable to perform the required work.

Bidders are required under Chapter 11, Title 54, Code of Virginia, to show evidence of certificate of registration before bid may be received and considered.

Each bidder shall place on the outside of the envelope containing his bid and in his bid proposal over his signature his "Registered Virginia Contractor No. \_\_\_\_\_," All bidders shall complete a Certification that they are not currently barred from Bidding on Contracts by any agency of the Commonwealth of Virginia.

8. MODIFICATION AND WITHDRAWAL OF BIDS

- A. A bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. Except as provided in 2.2-433O Code of Virginia, no bidder may withdraw his bid for a period of sixty calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

9. AWARD OF CONTRACT

- A. Award will be made to the lowest responsive, responsible bidder whose bid complies with all the requirements prescribed.
  - 1. Quality control and testing program
  - 2. Availability/flexibility/workload
  - 3. Qualifications of company and individual assigned to project
  - 4. Previous experience/references
- B. The Owner may formally or informally interview any or all bidders in order to clarify information submitted with the bid or to obtain additional information determined necessary for proper evaluation.
- C. The Owner reserves the right to reject any and all bids and to waive informalities and minor irregularities in the bid forms received.

10. EXECUTION OF AGREEMENT

- A. The form of Agreement which the successful bidder will be required to execute is included in the Project Manual.
- B. The bidder to whom the Contract is awarded shall, within ten calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
- C. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Performance Bond as required by the Owner.

- D. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.
- E. The Agreement will include a clause which allows for extension of the contract on a yearly basis for a period of up to five years if both parties are in mutual agreement. The City reserves the right to cancel with 60 day written notice if the City does not want to renew for each additional year. Revisions to Project Manual shall be made at time of extension as necessary to maintain quality control and overall performance of Contractor.

11. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any person contemplating submitting a bid for the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he may submit to the DIRECTOR a written request for interpretation thereof no later than seven days before bids will be opened. The person submitting the request shall be responsible for any other explanations or interpretations of the proposed Contract Documents. Pertinent questions will be posted as addendums to the bid at [www.harrisonburgva.gov/bids](http://www.harrisonburgva.gov/bids).

12. PRE-BID CONFERENCE

Prior to the scheduled bid opening, a mandatory Pre-Bid Conference will be held for the purpose of considering questions posed by bidders. The conference will be open to prime contractors and subcontract bidders.

The Pre-Bid Conference will be held at 1:30 P.M. on Thursday, February 23, 2012 in the Conference Room, Department of Public Works, 320 E. Mosby Road Harrisonburg, Virginia 22801.

13. CONSTRUCTION TIME

The Agreement will include a stipulation that all work be completed on or before dates indicated on work schedule. The contractor is not to begin work until the receipt of the Owner's Notice to Proceed which will be effective upon receipt. All work shall be completed no later than the date stipulated.

14. CITY BUSINESS LICENSE

The successful Bidder shall obtain a City of Harrisonburg Business License before beginning work on this project.

15. INITIAL PAYMENT

The first payment by OWNER shall be made after July 1, 2012. If funds are available, payments by OWNER may be made sooner.

END OF INSTRUCTIONS TO BIDDERS  
00100-6

## BID FORM

James D. Baker  
 Director of Public Works  
 Department of Public Works  
 320 East Mosby Road  
 Harrisonburg, Virginia 22801

Gentlemen:

The undersigned, having visited and examined the site and having carefully studied the Project Manual for the City of Harrisonburg, Annual Street Paving Services, hereby proposes to furnish all plant, labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project in strict accordance with the project manual prepared by the Department of Public Works, dated March, 2012 together with addenda numbered \_\_\_\_\_, issued during bidding period and hereby acknowledged subject to the terms and conditions of the Agreement for the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) Which shall be referred to hereinafter as the BID.

It is understood and agreed that the Owner, in protecting his best interest, reserves the right to:

- Reject any and all bids, or waive any defects in favor of the City, or
- Accept any bid at the bid price, whereupon the contractor shall furnish equipment and materials as specified.

A unit price is provided for each item listed below. The listed bid items contain all necessary costs required for completion of the work. It is understood that all quantities listed below are estimated quantities and the Owner reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit prices shall be used in determining partial and final payment. It is further understood that these unit prices shall remain valid until January 1, 2013.

Item	Est. Quantity	Unit Price/Ton	Amount
*Asphalt Concrete Type SM-9.5AL	1,774 Ton	\$	\$
*Asphalt Concrete Type SM-12.5D	11,920 Ton	\$	\$
*Asphalt Concrete Type BM-25.0	1,000 Ton	\$	\$
<b>Flexible Pavement Planing 0" to 2"</b>	<b>114,525 SY</b>	<b>\$</b>	<b>\$</b>
**Rejuvenator Sealer	11,366 SY	\$	\$
**Crack Sealer	300 Lb.	\$	\$
		<b>PROJECT TOTAL</b>	<b>\$</b>

\* See Appendix "C" for Special Provisions For **Asphalt Material Price Adjustment**

\*\* See Section 02610 for Rejuvenator Sealer and crack sealing provisions and specifications

Manhole Adjustments	Est. Quantity	Price
Manhole Adjustments by rebuild	9	\$
Valve Box adjustment by rebuild	6	\$
	TOTAL PRICE	\$

\*\*Adjustment Rings furnished by city to be installed by contractor and costs to be included in the unit price per ton for plant mix.

Attached is the supplemental information required under Project Manual Section 00100-Instructions to Bidders, to be used in evaluating this bid.

We are properly equipped to execute work of the character and extent indicated by the bidding documents and so covered by this bid and will enter into agreement for the execution and completion of the work in accordance with the project manual and this bid; and we further agree that if awarded the contract, we will commence the work on the date stated in "Notice to Proceed" and prosecute the work and all obligations within the time specified.

Enclosed herewith is the following security, offered as evidence that the undersigned will enter into agreement for the execution and completion of the work in accordance with the drawings and project manual.

Bidder's Bond in the amount of 5% of the value of the Bid \$ \_\_\_\_\_

Bond issued by \_\_\_\_\_

The undersigned further agrees that in case of failure on his part to execute the said agreement within the ten consecutive calendar days after written notice being given on the award of the contract, the monies payable by the securities accompanying this bid shall be paid to the City of Harrisonburg, Virginia as liquidated damages for such failure, otherwise, the securities accompanying this bid shall be returned to the undersigned.

This bid is subject to acceptance within a period of 60 days from this date.

Respectfully submitted,

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

Contractor's Virginia Registration Number \_\_\_\_\_

State Corporation Commission Number \_\_\_\_\_

CONTRACTOR'S CERTIFICATION

This is to certify that I (we) are not currently barred from bidding on contracts by any agency of The Commonwealth of Virginia, nor am I (we) a part of any firm/corporation that is currently barred from bidding on contracts by any agency of The Commonwealth of Virginia

(Seal) \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Attest) By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF HARRISONBURG, VIRGINIA  
AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of non-collusion:

Under oath, I hereby affirm under penalty of perjury:

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

Signed \_\_\_\_\_

Firm Name \_\_\_\_\_

CITY OF HARRISONBURG  
COMMONWEALTH OF VIRGINIA, to wit:

I, \_\_\_\_\_, a Notary Public, do certify that  
\_\_\_\_\_ whose name is signed to the foregoing has  
this date acknowledged the same before me in my City foresaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. My commission  
expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

END OF BID FORM  
00310-5

## AGREEMENT

This AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ and between the City of Harrisonburg, Virginia (hereinafter called Owner) and \_\_\_\_\_ (hereinafter called Contractor).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work includes provision and installation of approximately 13,695 tons of plant-mix asphalt concrete pavement, pavement planning (milling) of approximately 114,525 square yards of in-place asphalt concrete pavement, including approximately 11,367 square yards of a Rejuvenator Sealer and 300 lbs. of crack sealer together with all required traffic control and other incidental items required to complete the work. Work also includes utility structure adjustments as required. All work is to be performed under the regulations set forth by the Virginia Work Area Protection Manual and the Manual for Uniform Traffic Control Devices (MUTCD).

### Article 2. DIRECTOR OF PUBLIC WORKS

The Project Manual has been prepared by the Department of Public Works of the City of Harrisonburg. The Director of Public Works, Harrisonburg, Virginia is hereinafter called DIRECTOR and will assume all duties and responsibilities and will have the rights and authority assigned to DIRECTOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### Article 3. CONTRACT TIME

Contract Time shall be fixed completion dates for the various phases of work set out below:

1. All work on primary or major collector streets shall be performed and completed on or before August 1, 2012. This work shall be performed at night, unless instructed otherwise by the DIRECTOR
2. All remaining work shall be completed by the CONTRACTOR on or before November 15, 2012.

### Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents such amounts as required by the Contract Documents.

## Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by DIRECTOR as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by DIRECTOR, on or about the 15<sup>th</sup> day of each month during construction as provided below. All Progress Payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.9 of the General Conditions.
- 5.2. Initial Payment. The first payment by OWNER shall be made after July 1, 2012. If funds are available, payments by OWNER may be made sooner.

## Article 6. INTEREST

All monies not paid when due hereunder shall bear interest at maximum rated allowed by law at the place of the Project.

## Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by DIRECTOR in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2. as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examination, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated the results of all such observations,

examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

- 7.5. CONTRACTOR has given DIRECTOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by DIRECTOR is acceptable to CONTRACTOR.

#### Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprises the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 8.1. This Agreement (page 1 to 5, inclusive ).
- 8.2. Exhibits to this agreement (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.3. Performance and other Bonds, identified as Exhibit \_\_\_\_\_ and consisting of \_\_\_\_\_ pages.
- 8.4. Notice of Award.
- 8.5. General Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.6. Supplemental General Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.7. Specifications bearing the title \_\_\_\_\_ and consisting of \_\_\_\_\_ Divisions with Appendices and approximately \_\_\_\_\_ pages, as listed in the Table of Contents thereof.
- 8.8. Standard Specifications
- 8.9. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive.
- 8.10. Standard Drawings
- 8.11. CONTRACTOR'S Bid (pages \_\_\_\_\_ to \_\_\_\_\_ inclusive) marked Exhibit \_\_\_\_\_.
- 8.12. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.13. Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification as allowed in the General Conditions.

#### Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto with out the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are now due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, Assigns and legal representatives to the party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

#### Article 10. OTHER PROVISIONS

10.1. IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by DIRECTOR on their behalf.

10.2. This Agreement may be extended, on an annual basis subject to criteria established in the Contract Documents.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_.

OWNER \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_ Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach evidence of  
authority to sign and  
resolution or other  
document authorizing  
execution of Agreement)

License NO. \_\_\_\_\_

Agent for service of process

\_\_\_\_\_

END OF AGREEMENT  
00500-5

# Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

# Construction Payment Bond

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and satisfy claims, if any, under any Construction Performance Bond. By the

Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located of after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
NAME AND ADDRESS OF INSURED	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>			STATUTORY		
	<b>OTHER</b>				\$	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_\_\_ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**CITY OF HARRISONBURG, VA**

**NOTICE OF AWARD**

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Your Bid/Offer Dated \_\_\_\_\_

In Response To \_\_\_\_\_

To Furnish \_\_\_\_\_

During the Period \_\_\_\_\_

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond and other stipulations, if any.

\_\_\_\_\_  
For City of Harrisonburg, VA

## NOTICE TO PROCEED

**DATE:**

**TO:**

**Re: City of Harrisonburg**  
**PROJECT TITLE:**  
**PROJECT NO:**

Gentlemen:

In accordance with the Contract Between the City of Harrisonburg and Contractor you are notified that the Time for Completion under the above Agreement will commence to run on \_\_\_\_\_, 20\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract Between Owner and Contractor, the Work shall be substantially completed within \_\_\_\_\_ calendar days from and after the said date, which is \_\_\_\_\_, 20\_\_\_\_.

Before you may start any Work at the site, the City of Harrisonburg requires that you deliver to the City the Certificates of Insurance which the Contractor is required to purchase and maintain in accordance with the Contract Documents.

\_\_\_\_\_  
(Owner)

BY \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

00660-01

## STANDARD GENERAL CONDITIONS

### GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

**PURCHASING AND CONTRACTING MANUAL:** This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the Purchasing office and in the Director of Finance office.

**APPLICABLE LAWS AND COURTS:** 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 the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City that they 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 § 11-51 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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 reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their

(bid/proposal), 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.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (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 the federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

**MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. (For Invitation For Bids:) Failure to submit a bid on the form provided, (if provided) 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.

2. (For Request For Proposals:) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 11-69).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

**PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

**TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.

**DEFAULT:** In case of failure to deliver goods or services 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.

**TAXES:** Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

**SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors in writing by mail.

**BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**EXCUSABLE DELAY:** The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

**DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**COOPERATIVE PROCUREMENT:**

This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be

authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**The City does not discriminate against small and minority businesses or faith-based organizations.**

Attachment \_\_\_\_\_

**State Corporation Commission Form  
(RFP)**

**Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ -OR-

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

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
Print

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

END OF  
STANDARD GENERAL CONDITIONS  
00700-8

SECTION 00800  
SUPPLEMENTARY CONDITIONS

1. SUPPLEMENTS

- 1.01 These Supplementary Conditions amend or supplement the "Standard General Conditions of the Construction Contract" NSPE/ACEC Document 1910-8, 1990 and other provisions of the Contract Documents to the extent indicated. All provisions which are so amended or supplemental remain in full force and effect. In cases where conflicts exist between the Standard General Conditions and these Supplementary Conditions, these Supplementary Conditions shall govern the Contract.

2. DEFINITIONS

- 2.01 The following definitions and abbreviations shall apply to this Project.
- A. Furnish: Purchase and deliver to the Work Site all items specified.
  - B. Install: Incorporate into the Work equipment and materials furnished either by others or by the Contractor.
  - C. Provide: Furnish and install as defined above all equipment as specified.
  - D. AWWA: American Water Works Association.
  - E. ASTM: American Society for Testing and Materials.
  - F. ACI: American Concrete Institute.
  - G. AWS: American Welding Society
  - H. OSHA: Occupational Safety Health Act
  - I. AREA: American Railway Engineering Association
  - J. Standard Specifications (Std. Specs.): Roadway and Storm drainage – Virginia Department of Transportation Road and Bridge Specifications, Dated 1994, and as amended. Water and Sanitary Sewer – City of Harrisonburg Design and Construction Standards Manual.
  - K. Standard Drawings: Roadway and Storm drainage – Virginia Department of Transportation Road and Bridge Specifications, Dated 1991, and as amended. Water and Sanitary Sewer – City of Harrisonburg Design and Construction Standards Manual.

- L. FS: Federal Specifications
- M. Director: The Director as defined and referred to in the Contract Documents is the City Director of Public Works of the City of Harrisonburg, Virginia.
- N. VDOT: Virginia Department of Transportation
- O. Contract Documents: Add the following to the definition on Page 13 – Also includes Standard Specifications and Standard Drawings.

### 3. BONDS

3.01 Add the following Article 5, Paragraph 5.1.1.:

- A. The CONTRACTOR shall secure and provide all bonds called for in the General Conditions and Instructions to Bidders. All bonds shall be written by sureties or insurance companies licensed to do business in the Commonwealth of Virginia.

### 4. INSURANCE

4.01 The CONTRACTOR shall purchase and maintain the insurance covered by the General Terms and Conditions for the City of Harrisonburg, VA, in at least the following amounts: Standard General Liability combined single limit policy in the amount of \$1 million for bodily injury and property damage.

Primary Auto Liability policy in the amount of \$1 million.

4.02 Excess Liability coverage shall be provided by CONTRACTOR with a minimum limit of \$1Million.

4.03 CONTRACTOR'S Workers' Compensation Insurance as required by Federal, State, and Municipal laws for the protection of all CONTRACTOR'S employees working on or in connection with the Project, including broad form all states and voluntary compensation coverage and employers' liability coverage.

4.04 An "all risk" type installation floater shall be provided by the CONTRACTOR to Cover materials and supplies when being installed. Such policy shall be written with a sufficiently large limit to cover the total value of materials furnished under the Contract. The installation floater shall be written for the benefit of the OWNER, the CONTRACTOR, and the Subcontractors, as the interests may appear.

- 4.05 The CONTRACTOR shall require his insurance agent to certify on an insurance certificate that the insurance coverage specified by these supplementary conditions is fully in effect, both in scope and amount. If insurance coverage is effected with more than one company, the individual certificates shall identify the items of insurance which the individual companies cover. The insurance certificate shall contain a provision that coverage afforded under the policies will not be canceled or materially changed unless at least thirty (30) days prior written notice has been given to the OWNER and DIRECTOR.
- 4.06 All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia.
- 4.07 The General Liability policy shall name the City of Harrisonburg, Virginia, it's officers, agents and employees as additional insured's. This coverage shall be reflected on the Certificates of Insurance.

5. DUTIES, RESPONSIBILITIES AND LIMITATIONS OF THE AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

5.01 Add the following to Article 9, Paragraph 9.8

- A. Resident project representative is the OWNER'S field agent, will act as directed by and under the supervision of the OWNER. Resident project representative's dealings in matters pertaining to the on-site work shall in general be only with CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR.
- B. Duties and responsibilities: Resident project representative will:
1. Schedules: Review the progress schedule, schedule or shop drawings submissions and schedule of values prepared by CONTRACTOR.
  2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
  3. Liaison: Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist him in understanding the intent of the Contract Documents.

4. Shop Drawings and Samples: Receive and record date of receipt Shop drawings and samples, receive samples which are furnished at the site by CONTRACTOR.

Advise CONTRACTOR or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the OWNER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

Conduct on-site observations of the work in progress to assist the OWNER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

Report to OWNER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to OWNER appropriate details relative to the test procedures and startups.

Accompany inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to OWNER.

6. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in drawings or specifications and report them with recommendations to OWNER.
7. Records: Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, OWNER'S clarification's and interpretations of the Contract

8. Documents, progress reports, and other project-related documents. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail, as in the case of observing test procedures. Send copies to OWNER.

Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Reports: Furnish OWNER periodic reports as required of progress of the Work and CONTRACTOR'S compliance with the approved progress schedule and schedule of shop drawing submissions.

Consult with OWNER in advance of scheduled major tests, inspections or start of important phases of work.

Report immediately to OWNER upon the occurrence of any accident.

10. Payment requisitions: review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to OWNER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, maintenance and operation manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to OWNER for his review and forwarding to OWNER prior to final acceptance of the Work.

12. Completion: Before OWNER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

Conduct final inspection in the company of the OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

Verify that all items on final list have been completed or corrected and make recommendations to OWNER concerning acceptance.

- C. Limitations of Authority: Except upon written instructions of OWNER, resident project representative:
1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
  2. Shall not exceed limitations on OWNER'S authority set forth in the Contract Documents.
  3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent, or expedite the work.
  4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
  6. Shall not authorize OWNER to occupy the project in whole or in part.
  7. Shall not participate in specialized field or laboratory tests.

## 6. EMPLOYMENT DISCRIMINATION PROHIBITED

6.01 During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.02 The CONTRACTOR will include the provisions of the foregoing paragraphs A, B, C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## 7. CONSTRUCTION SCHEDULE

7.01 The CONTRACTOR shall submit for review, a detailed construction schedule prior to beginning the project, which the OWNER will review for potential conflicts with other planned work or civic events. The OWNER shall be notified in advance of any major changes in the Construction Schedule as the project progresses. In order to assist the DIRECTOR with Project Staffing Requirements for the following week, the CONTRACTOR shall provide the Director's project representative, on each Friday, with a detailed work schedule for the following week.

The CONTRACTOR shall provide the DIRECTOR with at least a 72 hour notice for the following items:

- (1) All asphalt concrete placements
- (2) Need for review of planned adjustments to utility covers

7.02 The CONTRACTOR may be charged for additional costs of inspection when material and/or workmanship are found not to be ready for inspection at the time the CONTRACTOR calls for inspection.

7.03 CONTRACTOR shall remain flexible to changing, at OWNER'S direction, the order or timing of specific tasks within the schedule, including time between milling and paving the same street, as necessary for coordination with utility adjustments, special events, priority changes and similar circumstances.

## 8. MISCELLANEOUS PROVISIONS

### 8.01 Traffic Control

- A. One way traffic shall be maintained at all times during working hours.
- B. Two way traffic shall be maintained at all times during non-working hours.
- C. Minimum 24 hour advanced signage with temporary "No Parking" signs (furnished by the OWNER) to warn residents of street to be milled or paved.

## 8.02 Disposal of Excess Material

- A. Excess material, including debris and milled asphalt, shall be disposed of off the site. Completed street sections shall be clear of excess material and debris within 48 hours of completion.
- B. Payment for hauling and disposing of such material will not be made directly but all costs thereof shall be included in the unit prices bid.

## 8.03 Existing Utilities

- A. Contractor shall exercise precaution when working in or near existing electric and telephone services, water services, water valves, sewer manholes, etc.
- B. Contractor shall allow City ample time to adjust utilities (if City is responsible for utility), and traffic signal sensors beneath surface, after milling and prior to pavement overlay.

## 8.04 Restrictions on Working Hours

- A. No work shall be performed before 6:00 a.m. or after 10:00 p.m., Monday through Saturday. No work shall be performed on Sunday or City observed Holidays. No work shall be started the day proceeding a weekend Holiday or special event.
- B. Work between the hours of 10:00 p.m. and 6:00 a.m. will be considered if it is deemed beneficial to the City for easing traffic congestion. Written request would be presented by CONTRACTOR for review and approval 72 hours in advance.
- C. Contractor needs to reference paving schedule for paving restrictions prior to scheduling paving activities.

## 9. APPLICATIONS FOR PROGRESS PAYMENT

### 9.01 Add the following to Article 14, paragraph 14.2:

- A. Applications for progress payment shall be made by itemized invoice acceptable to City Director of Public Works. No retainage will be held.

END OF SUPPLEMENTARY CONDITIONS

00800-8

DIVISION I  
GENERAL REQUIREMENTS

CITY OF HARRISONBURG, VIRGINIA  
DEPARTMENT OF PUBLIC WORKS

Prepared by

DEPARTMENT OF PUBLIC WORKS  
City of Harrisonburg  
320 East Mosby Road  
Harrisonburg, Virginia 22801

## SECTION 01010

### SUMMARY OF WORK

#### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The "Project" which the "Work" of this Contract constitutes, is titled "Annual Street Paving". 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: General Conditions
- 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
    - b. Government fees
    - c. Licenses
  - 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 Director 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 on Bid Form.

1.03 CONCURRENT WORK

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

1.04 WORK SEQUENCE:

- A. Schedule Work as required in Section 01310 and coordinate all activities which will affect other contractors and the DIRECTOR.

1.05 CONTRACTOR USE OF PREMISES:

- A. Confine operations at site to areas permitted by:
  1. Law
  2. Ordinance
  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, and OWNER'S representatives 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 complete and have passed all tests as required by the Contract Documents no later than the date stipulated in the Notice to Proceed.

END OF  
SUMMARY OF WORK  
01010-3

## SECTION 01153

### CHANGE ORDER PROCEDURE

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

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

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Changes in the Work: General Conditions
- B. Change in the Contract Price: General Conditions
- C. Construction Schedules: Section 01310

##### 1.03 SUBMITTALS

- A. Make submittals directly to the DIRECTOR 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 PROJECT HANDLING

- A. Maintain a "Register of Bulletins and Change Orders" accurately reflecting current status of all pertinent data.
- B. Make the Register available to the DIRECTOR 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 DIRECTOR will issue a "Bulletin" to the CONTRACTOR
  - 1. Bulletins will be dated and will be numbered 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 Article 11 of the General Conditions.
  - c. Promptly advise the DIRECTOR 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 DIRECTOR 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 DIRECTOR as provided in Article 11 or Article 12 of the General Conditions.
  
- C. If the CONTRACTOR has been directed by the DIRECTOR 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 DIRECTOR for review;
  3. Meet with the DIRECTOR as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objectives;
  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 DIRECTOR 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 Section 4.3 of the General Conditions, 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 DIRECTOR as required by pertinent provisions of the Contract Documents.
- B. Upon agreement by the DIRECTOR that there is reasonable cause to consider the CONTRACTOR'S proposed change, the DIRECTOR 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 DIRECTOR in response to each Bulletin:
  - 1. State proposed change on 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 provisions of Section 11.3 of the General Conditions, the DIRECTOR 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 the DIRECTOR.
- C. The DIRECTOR 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 DIRECTOR.
  2. The DIRECTOR will retain one signed copy in his file, and will forward one signed copy to the OWNER.
- D. Should the CONTRACTOR disagree with the stipulated change in the Contract Sum or change in the Contract Time of Completion, or both:
1. The CONTRACTOR promptly shall return three copies of the Change Order, unsigned by him, to the DIRECTOR 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 the pertinent provisions of the Contract Documents.

END OF CHANGE ORDER PROCEDURE  
01153-4

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
- B. The DIRECTOR 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. DIRECTOR 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 at time and place mutually agreed upon between CONTRACTOR and DIRECTOR and OWNER.
- B. Hold called meetings as progress of Work dictates.
- C. Attendance:
  1. DIRECTOR 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. DIRECTOR 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.

END OF PROJECT COORDINATION AND PROGRESS MEETINGS  
01200-3

## SECTION 01310

### CONSTRUCTION SCHEDULES

#### PART 1 – GENERAL

##### 1.01 GENERAL

- A. Related Requirements Specified Elsewhere:
  - 1. Summary of Work: Section 01010.
  - 2. Schedule of Values: General Conditions.
- B. Provide projected construction schedules for entire Work to DIRECTOR – 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. See General Conditions.

##### 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 CONTENTS 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 subschedule 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 it's 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 of 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. DIRECTOR will review schedules and return review copy within 10 days after the receipt.
  - 2. If required, re-submit within 7 days after return of review copy.
- B. Submit monthly updated schedules accurately depicting progress.
- C. Submit 2 copies to be retained by DIRECTOR.

#### 1.06 DISTRIBUTION

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

END OF CONSTRUCTION SCHEDULES  
01310-3

## SECTION 01551

### SITE, ACCESS, PARKING AND TRAFFIC REGULATIONS

#### PART 1 – GENERAL

##### 1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. General requirements: General Conditions
- B. Summary of Work: Section 01010
- C. 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, DIRECTOR, representative of governmental agencies and his workmen.
- B. Work shall be confined to public right-of-way, permanent easements and temporary construction easements shown on plan.

##### 1.03 PARKING

- 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.

##### 1.04 MAINTENANCE

- A. The CONTRACTOR shall provide for the prompt removal (within 48 hours) from traveled streets and roadways of all dirt and other materials that have been deposited thereon by his operation whenever the accumulation is sufficient to cause the formation of dust or mud, damage to pavements or creates a traffic hazard.

END OF REGULATIONS  
01551-1

## 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 material 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 DIRECTOR is authorized to receive any shipment designed for the CONTRACTOR or subcontractor.
- B. Products shall not be delivered to the OWNER or the DIRECTOR.
- C. Products shall not be delivered to project site until related shop drawings have been reviewed by the DIRECTOR.
- D. Products shall not be delivered to project site until required storage facilities as specified below have been reviewed by the DIRECTOR.
- E. Products shall be delivered to site in manufacturer's original, unopened, labeled containers.
- F. 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 no available within the "Site Limits" the CONTRACTOR shall provide off-site, weather proof storage facilities reviewed by the DIRECTOR 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 DIRECTOR when area within "Site Limits" for provision of such 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 DIRECTOR.
6. The CONTRACTOR shall no 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 manufacturer's for electrical and electronic equipment.

END OF PRODUCT DELIVERY & STORAGE  
01630-4

## 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. This shall be done for each street project, in a manner which resembles that specified below in 1.03 PROCEDURES, but in an informal basis to be coordinated with City Chief Construction Inspector.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Substantial Completion: General Conditions
- B. Completion: General Conditions
- C. Final Inspection: General Conditions
- D. Final Application for Payment: General Conditions
- E. Waiver of Claims: General Conditions
- F. Change Order Procedure: Section 01153
- G. Cleaning: Section 01710

##### 1.03 PROCEDURES

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

- c. The DIRECTOR will re-inspect the work.
- 4. When the DIRECTOR concurs that the work is substantially complete:
  - a. The DIRECTOR will prepare a "Certificate of Substantial Completion" accompanied by the CONTRACTOR'S list of items to be completed or corrected, as verified by the DIRECTOR.
  - b. The DIRECTOR will submit the Certificate to the OWNER and 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 DIRECTOR will make an inspection to verify status of completion.

5. Should the DIRECTOR determine that the work is incomplete or defective:
  - a. The DIRECTOR promptly will so notify the CONTRACTOR, in writing, listing the incomplete or defective work;
  - b. CONTRACTOR will remedy the deficiencies promptly, and notify the DIRECTOR when ready for re-inspection.
6. When the DIRECTOR determines that the work is acceptable under the Contract Documents, he will request the CONTRACTOR submit a final statement of accounting to the DIRECTOR showing all adjustments to the Contract Sum.
7. If so required, the DIRECTOR will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

END OF CONTRACT CLOSEOUT  
01700-3

## SECTION 01710

### CLEANING

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Related Requirements Specified Elsewhere:
  - 1. Summary of Work: Section 01010
  - 2. Cleaning for Specific Products of Work: Specifications Section for that work.
- B. Maintain premises and public and private 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.
- D. All cleaning shall be performed in a manner which does not adversely impact private properties, pedestrians or motor vehicles.

##### 1.02 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with 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.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. 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.
2. 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 manufacture 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.
- C. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
- D. 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.
- B. 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 CLEANING

01710-2

DIVISION II

SITE WORK

CITY OF HARRISONBURG, VIRGINIA  
DEPARTMENT OF PUBLIC WORKS

Prepared by

DEPARTMENT OF PUBLIC WORKS  
City of Harrisonburg  
320 East Mosby Road  
Harrisonburg, Virginia 22801

## SECTION 02580

### FLEXIBLE PAVEMENT PLANING

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. This work shall consist of planing flexible pavement to the designated depth in preparation for pavement repair or pavement overlay.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Cleaning: Section 01710
- B. Paving and Surfacing: Section 02600

#### PART 2 – EQUIPMENT

- 2.01 Planing shall be performed with a pavement planing machine of a type that has operated successfully on comparable work.
- 2.02 Equipment and vehicles in use under traffic shall operate flashing or rotating amber lights. In addition, trail vehicles shall be equipped with electronic flashing or sequential amber arrows.
- 2.03 Milling equipment shall be capable of cutting to a depth of 2 inches in flexible pavement while leaving a uniformly cut roadway surface capable of handling traffic prior to overlay placement. The ground speeds of the machine and the cutting equipment shall be independent. The machine shall have a self-contained water system for the control of dust and fine particles. The width of the machine shall allow controlled traffic.

#### PART 3 – SUMMARY OF WORK

Schedule of Work is shown in Appendix A. Such Schedule indicates work required for each individual street. Curb relief milling versus full-width milling on particular street is distinguished by use of asterisk notations.

#### PART 4 – EXECUTION

- 4.01 Plane pavement between gutter faces, along gutters only for curb relief or to other limits as specified by City Inspector.

- 4.02 Irregularities and high spots shall be eliminated. The pavement surface shall be planed to the designated grade or gradient of approximately ¼ inch per foot or as directed by the Directors project representative. Super elevated curves shall be planed as directed. Where the pavement is to be resurfaced, a 1-inch minimum shoulder shall be cut along the gutter line to eliminate the necessity of feathering the edge of the new surface.
- 4.03 The planed surface shall be free from gouges, grooves, ridges, soot, oil film, and other imperfections and shall have a mosaic appearance suitable as a riding surface.
- 4.04 Contractor shall haul and end-dump approximately 1,200 tons of pavement cuttings to the abandoned quarry at West Market Street. Such material shall become the property of the City. Remainder of pavement cuttings shall become the property of the Contractor, shall be handled properly and shall be disposed of or stockpiled off-site for reuse at Contractors option.
- 4.05 Planing shall be provided at variable depth, from one to one-half to two inches, as directed by City Inspector for individual streets included on work schedule.
- 4.06 The City will field locate, prior to milling, all known valve boxes, manholes and other in-street structures. Contractor shall plane existing pavement around such facilities by hand or other means in order to provide for equivalent resurfacing in those areas. Contractor shall constantly monitor planing operation to discover similar structures which are not readily evident. The City is not responsible for any damage to milling equipment caused by the presence of utility structures or other similar objects, either evident or hidden. Any utility structures that have been identified, and are damaged by paving or milling operations shall be repaired by Contractor at the expense of the Contractor.
- 4.07 Upon completion of work on any given street, Contractor shall thoroughly clean work area and remove all debris within 48 hours.
- 4.08 Contractor shall be responsible for tapering tie-ends to original pavements and to other structures i.e. : Connecting Streets, Private Entrances, Bridges and Railroad crossings. Refer to Appendix B, Drawings B-1 and B-2 for tie-in connections. Also planing around manholes and valve boxes must be wedged with fresh asphalt, a minimum of 3.0' larger than the diameter of the structure. Milling of the tie-in taper area shall be performed immediately before the actual placement of the new asphalt overlay. This work will be performed within the same paving train operation, within the work zone established for the paving process.

## PART 5 – MEASUREMENT AND PAYMENT

Planing will be measured in square yards of pavement and will be paid for at The contract price per square yard 0" to 2" in depth. This price shall include Site preparation, vehicles, safety equipment, warning devices, certified flag Persons, and removing and disposing of existing pavement.

END OF FLEXIBLE PAVEMENT PLANNING  
02580-3

SECTION 02600  
PAVING AND SURFACING

PART 1 – GENERAL

1.01 DESCRIPTION

This Work consists of preparing the surface to be paved, providing and testing plant-mix asphalt concrete base and surface and providing bituminous material for tack coat.

1.02 RELATED WORK SPECIFIED ELSEWHERE

Flexible Pavement Planing: Section 02580

Utility Adjustments

1.03 SUBMITTALS

A. Certificates

1. Certify that materials comply with specification requirements.
2. Signed by Supplier and CONTRACTOR.

PART 2 – PRODUCTS

2.01 Asphalt Concrete: as indicated on Bid and work schedules and in conference with Standard Specifications.

2.02 Thickness shown for aggregate base and asphalt concrete are the minimum compacted thickness required upon completion of the work.

2.03 Tack Coat: RC-250 or CRS-2

2.04 Product handling and transportation shall be performed in accordance with all applicable Local, State and Federal regulations.

PART 3 – SUMMARY OF WORK

3.01 Schedule of Work is shown in Appendix A. Such schedule indicates specific mixes and estimated quantities required for each street.

3.02 BM-2 mix quantity shown on schedule is not assigned to a particular street. This mix shall be used as directed by City, as necessary for establishing a satisfactory pavement section upon completion of work.

## PART 4 – PLACEMENT

- 4.01 In conformance with the Standard Specifications.
- 4.02 Provide Tack Coat on all surfaces to be overlaid unless otherwise directed by the City Inspector. All street surfaces shall be thoroughly cleaned prior to placement of tack coat and/or asphalt concrete.
- 4.03 Provide in-place testing of all asphalt concrete placements in accordance with the Standard Specifications.
- 4.04 Prepare and construct tie-in connections to existing surfaces in accordance with Appendix B, Drawing B-1 and B-2.
- 4.05 Paving of a particular street shall follow within 10 working days of milling on the same street, unless additional time is required for adjustments of City utility structures in writing to be approved by Director of Public Works, or specifically authorized by City. The city may also require less than the 10 working days for a specific location.
- 4.06 The City will make all adjustments to traffic signal sensors, between milling and paving. Contractor shall coordinate with City on scheduling for such work.
- 4.07 City will install permanent lane and other pavement markings following paving work. Contractor shall maintain traffic control and work area protection during this process, and shall assist City in coordinating, scheduling and accomplishing this work. Contractor shall adjust City utility structures.
- 4.08 Finish surface appearance and roughness shall meet VDOT standards and City approval.
- 4.09 Cold weather paving will be permitted per VDOT specifications described in Section 315, Asphalt Concrete Pavement. No paving will be allowed November 15, 2007 to April 1, 2008 unless authorized by Director.

## PART 5 – MEASUREMENT AND PAYMENT

In accordance with Standard Specifications.

END OF PAVING & SURFACING  
02600-2

## SECTION 02610

### PAVEMENT REJUVENATION and CRACK SEALING

#### PART 1- GENERAL

##### 1.01 DESCRIPTION

Preparing surface to be sprayed with a clear liquid sealer with joints to be Crack sealed per work schedule.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

None

##### 1.03 SUBMITTALS

A. Certify that materials comply with specification requirements.

#### PART-2 PRODUCTS

2.01 Rejuvenator Sealer: "Reclamite" and or "Replay".

2.02 Crack Sealer: Type C to meet ASTM-D 6690, AASHTO M-173 and Federal Specification SS S-164 and VDOT Guidelines for application.

#### PART 3-PLACEMENT

3.01 Rejuvenator sealer to be applied at a rate of 0.20 gallons per square yard not to exceed 0.25 gallons per square yard.

3.02 Crack Sealer in conformance with the standard specifications.

#### PART 4-METHOD OF PAYMENT

4.01 Rejuvenator sealer per square yard of applicated area.

4.02 Crack Sealer per pound of application.

#### PART 5- SUMMARY OF WORK

5.01 Schedule of Work is shown in Appendix A. Such schedule indicates specific mixes and estimated quantities required for each street.

END OF PAVEMENT REJUVENATION and CRACK SEALING  
02610-1

SECTION 02650

UTILITY STRUCTURE ADJUSTMENT

DESCRIPTION

The work consists of repairing and adjustments to manhole and valve box Structures to meet the surface elevation of the new plant mix surface.

END OF UTILITY STRUCTURE ADJUSTMENT

02650-1

## SECTION 02701

### TEMPORARY TRAFFIC CONTROL DEVICES

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. This Work consists of providing traffic control devices as required for work area protection and for provision of traffic in and around the work area.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Flexible Pavement Planning: Section 02580
- B. Paving and Surfacing: Section 02600
- C. Pavement Rejuvenation and Crack Sealing : Section 02610

#### PART 2 – PRODUCTS

- 2.01 All signs and installations shall conform to the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as amended, and The Virginia Supplement to the Manual of Uniform Traffic Control Devices for Streets and Highways.
- 2.02 Sign posts shall conform to the requirements of Section 700.02 (j) of the Standard Specifications.
- 2.03 Traffic Signs shall meet all applicable requirements of Section 701.02 and Section 701.03 of the Standard Specifications. Additionally, the metal sheet shall be 16 gage for steel or aluminum with a thickness of 0.08 inches except that if any dimension of the sign exceeds 30 inches the thickness shall be 0.10 inches.
- 2.04 Paint and enamel shall meet all application requirements of Section 239 of the Standard Specifications.

#### PART 3 – EXECUTION

- 3.01 Installation shall comply with all applicable provisions of the Standard Specifications.

3.02 Posts may be driven by hand or mechanical devices to the required line and grade. Posts shall be placed vertically and signs, when attached, shall be aligned accurately. During driving, posts shall be protected by a special driving cap. Any post bent or otherwise damaged so as to be unfit for use shall be removed and replaced. If a post cannot be driven at the desired location, the post shall be installed by drilling a 12" diameter hole and backfilling with size 78 coarse aggregate.

3.03 The minimum depth for posts shall be 42".

#### PART 4 – MEASUREMENT AND PAYMENT

Payment for Work required under this section shall not be made directly but shall be included in the contract prices for Asphalt Concrete and Flexible Pavement Planing.

END OF TRAFFIC CONTROL DEVICES  
02701-2

## SECTION 02703

### MAINTENANCE OF TRAFFIC

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. This work consists of providing flag persons, pilot cars, signage, markers and barriers as necessary and scheduling work to maintain and control one-way vehicular traffic movement during normal working hours and two-way vehicular traffic movement during all other times, and to clear work area of parked cars prior to mobilization.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Site Access, Parking and Traffic Regulations                      Sect. 01551
- B. Flexible Pavement Planing    Sect. 02580
- C. Paving and Surfacing    Sect. 02600
- D. Rejuvenator Sealer / Crack Sealer    Sect. 02610
- E. Temporary Traffic Control Devices    Sect. 02701

##### 1.03 SUBMITTALS

Certifications of training for all flag persons.

#### PART 2 – PRODUCTS

2.01 All signs and installations shall conform to Section 02701 Temporary Traffic Control Devices.

2.02 City will provide "No Parking – Paving" signs for Contractor's installation.

#### PART 3 – EXECUTION

3.01 Except as modified herein, this work shall comply with the applicable provisions of the Standard Specifications.

3.02 Erect "No Parking – Paving" signs, with dates, at least 48 hours prior to mobilization to work area. Provide temporary sign posts as necessary for 100 ft. maximum spacing between signs.

- 3.03 Erect traffic control signs and barricades prior to commencement of any work. Relocate signs as necessary during phasing of the work.
- 3.04 Traffic control procedures through work area shall comply with the Virginia Work Area Protection Manual. Included in Appendix B, Drawings B-2 through B-5, is pertinent information regarding flagging and typical work-area traffic Control signage. This shall represent the typical requirements for such work on this project. However, Contractor shall comply with instructions given by City Inspector on special situations where additional signage or other traffic control is deemed necessary.
- 3.05 One-way vehicular movement shall be maintained during normal working hours
- 3.06 Two-way vehicular traffic shall be maintained during all non-working hours.
- 3.07 Street closings will not be allowed unless specifically authorized by the City Director of Public Works and the Police Department. Emergency authorities shall be notified in advance. All work and costs associated with establishing street closings and signing detours shall be the Contractor's responsibility.

END OF MAINTENANCE OF TRAFFIC  
02703-2

APPENDIX A  
SCHEDULE OF WORK

CITY OF HARRISONBURG, VIRGINIA  
DEPARTMENT OF PUBLIC WORKS

Prepared by

DEPARTMENT OF PUBLIC WORKS  
City of Harrisonburg  
320 East Mosby Road  
Harrisonburg, Virginia 22801

2012 Paving Schedule

Street	From	To	Loc.	Width	Length	Sq. Yd	Miles	Mix	Lbs. Sq.Yd	Tons	Milling
Mason St (N) (1)	E. Market St.	N. Main St.	NE	49	2375	12930.56	0.45	12.5D	235	1519.34	12930.00
N. Main St. (1)	Elizabeth St.	Rock St.	NE	30	750	2500.00	0.14	12.5D	235	293.75	2500.00
Sterling St.	Wolfe St.	Gay St.	NE	28	739	2299.11	0.14	9.5AL	165	189.68	1034.00
Kelly St.	Broad St.	Simms Ave.	NE	21	1110	2590	0.21	9.5AL	165	213.675	1165
Acorn Dr.	Virginia Av.	N. Liberty St.	NW	36	3960	15840.00	0.75	12.5D	235	1861.20	15840.00
Mt. Clinton Pike (1)	College Ave.	W.C.L.	NW	22	1070	2615.56	0.20	12.5D	235	307.33	2615.00
Noll Dr.	N. Liberty St.	Kratzer Ave.	NW	36	625	2500.00	0.11	12.5D	235	293.75	2500.00
W. Washington	N. Main St.	N. Liberty St.	NW	24	1280	3413.33	0.24	12.5D	235	401.07	1535.00
E. Market St. (1)	S. Mason St.	#765 E. Market	SE	44	4224	20650.67	0.80	12.5D	235	2426.45	20650.00
E. Market St. (1)	#765 E. Market	C. Club/Vine	SE	48	370	1973.33	0.07	12.5D	235	231.87	1973.00
Fairview Av.	S. Main St.	Moffett Ter.	SE	38	475	2005.56	0.09	9.5AL	165	165.46	902.00
Fairview Av.	Moffett Ter	Hillcrest Dr.	SE	28	370	1151.11	0.07	9.5AL	165	94.97	518.00
Hillcrest Dr.	Port Rep. Rd.	Maplehurst	SE	30	1130	3766.67	0.19	9.5AL	165	310.75	1695.00
Monument St	S. Main St.	Butler St.	SE	27	1901	5703.00	0.36	9.5AL	165	470.50	5703.00
S. Main St. (1)	Pleasant Valley	1920' S of P.V	SE	60	1920	12800.00	0.36	12.5D	235	1504.00	12800.00
Garbers Church (1)	W. Market St.	Heritage Ent'r	SW	44	3515	17184.44	0.67	12.5D	235	2019.17	17184.00
Garbers Church (1)	Joint S. of HHS	Erickson Av.	SW	44	990	4840.00	0.19	12.5D	235	568.70	4840.00
Laurel St.	Central Ave.	80' Cul-De-Sac E.	SW	30	1015	3941.00	0.19	9.5AL	165	329.00	3941.00
South Ave	R/R Crossing	S. HIGH St.	SW	36	300	1200.00	0.06	12.5D	235	141.00	1200.00
Court Sq. (2)	N. Main St.(N)	S. Main St.(S)	SW	36	750	3000.00	0.14	12.5D	235	352.50	3000.00
							<b>5.43</b>			<b>13694.17</b>	<b>114525.00</b>

2012

Pavement Rejuvenator Schedule with Crack sealer

Street	From	To	Loc.	Width	Length	Sq. Yd	Miles	Crack Sealer
Garbers Church (1) (3)	Heritage Ent'r	Joint S. of HHS	SW	44	2325	11366.67	0.44	300 lbs.

Note: Rejuvenation sealer needs to be applied to required section immediately after repaving.

- (1) Paving to be completed by August 1, 2012. If not noted, shall be completed by November 15, 2012
- (2) Night time paving
- (3) Early Fall- Crack Sealing (Oct. 2012)

\*\* Any changes to schedule will require prior approval from Director of Public Works and or Designated representative.

END OF SCHEDULE

APPENDIX B  
TYPICAL DETAILS

CITY OF HARRISONBURG, VIRGINIA  
DEPARTMENT OF PUBLIC WORKS

Prepared by

DEPARTMENT OF PUBLIC WORKS  
320 East Mosby Road  
Harrisonburg, Virginia 22801

# METHODS OF FLAGGING TRAFFIC

## WHERE TO STAND

1. Stand facing traffic either on the edge of the shoulder of the road or in the barricaded lane, just outside of the traffic lane.
2. Stand 200 to 300 feet from the end of the work area, so as to be able to guard personnel or equipment. (Less spacing may be necessary in areas where conditions warrant.)
3. Stand where you can see and be seen by approaching traffic. The distance should be at least 500 feet.
4. Flagging stations shall be preceded by proper advance warning signs. Signs shall be removed when the flagger is no longer at his station. At night, flagging stations shall be adequately illuminated.

## HOW TO STOP TRAFFIC

1. Stand facing traffic but keep out of the traffic lane.
2. (a) With a Paddle--Hold the STOP sign paddle in a stationary position with the arm extended horizontally away from the body. The free arm shall be raised with the palm toward traffic.  
(b) With a Flag--Hold the staff in a horizontal position across the traffic lane. The free arm shall be raised with the palm of the hand toward approaching traffic.
3. If time permits, drivers may be informed concerning the reason for delay. Be courteous and brief. For example, "Patching a hole, please drive on the left."

## HOW TO MOVE TRAFFIC

1. (a) With a Paddle--Stand facing traffic. Hold the SLOW sign paddle in a stationary position with the arm extended horizontally away from the body.  
(b) With a Flag--Stand parallel to traffic movement. Lower the flag behind the flagger and motion traffic to proceed with the free hand.
2. Never use a paddle or flag to signal traffic to move ahead.

## HOW TO ALERT AND SLOW TRAFFIC BUT NOT STOP IT

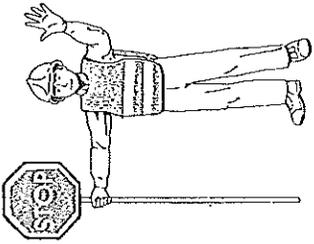
1. Stand facing traffic.
2. (a) With a Paddle--Hold the SLOW sign paddle in a stationary position with the arm extended horizontally away from the body. For added emphasis, the flagger may raise and lower the free hand with the palm down.  
(b) With a Flag--Stand parallel to traffic movement. Lower the flag in front of the flagger and slowly motion up and down with the free hand, palm down.

## NEVER WAVE A PADDLE OR FLAG

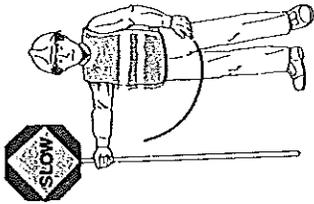
1. Signals must be clear and distant.
2. Use hand signals with devices. Don't make drivers guess what they should do.
3. Never wave a paddle or flag to stop traffic or for it to proceed.

# FLAGGING REQUIREMENTS

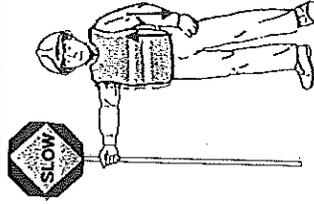
## Paddle (PRIMARY DEVICE)



TO STOP TRAFFIC



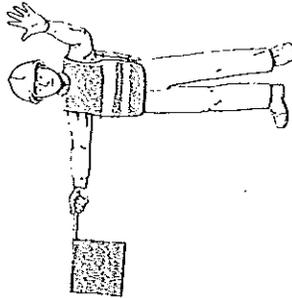
TRAFFIC PROCEED



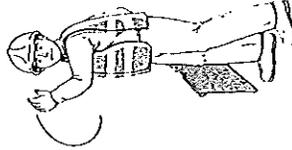
TO ALERT AND TO SLOW TRAFFIC

## Paddle (PRIMARY DEVICE)

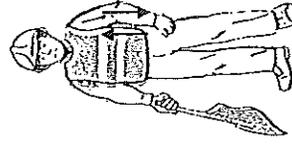
## Flag (EMERGENCIES)



(EMERGENCIES)



(EMERGENCIES)



(EMERGENCIES)

## Flag (EMERGENCIES)

### SAFEGUARDING TRAFFIC

1. A sufficient number of competent, certified, courteous, neat and fully dressed flaggers shall be provided and available at all times when required. Flaggers shall be available to stop traffic, advise the motorist of any delay, and to keep vehicles in the proper lanes along the work area. Flaggers shall be at least 18 years old.
  2. The flagger is responsible for safeguarding his fellow workers on the job, warning motorists of dangers ahead, and guiding them safely through a work area.
- FLAGGERS SHALL PERFORM THEIR DUTIES IN THE FOLLOWING MANNER:**
1. Be alert at all times.
  2. Do not stand with a group where you cannot be easily seen by approaching motorists.
  3. Always stand while waiting for traffic.
  4. Use proper hand signals with the STOP/SLOW paddle.
  5. Do not leave your post until you are properly relieved.
  6. Have an avenue of escape if approached by an errant vehicle.
  7. Have your certification card in your possession while performing flagging duties.

### PROPER DRESS

1. Hard Hat
2. Retroreflective Vest, Shirt, or Jacket in Orange, Yellow, Strong Yellow Green, or Fluorescent Versions Of Each
3. Fully Clothed (Removal of shirts is prohibited)
4. Sign Paddle With 5' Min. Staff
5. Steel Toe Safety Shoes (OSHA approved)

### FLAGGING DEVICES

#### SIGN PADDLE

1. The sign paddle shall be octagon shaped, at least 24" wide with 8" series C letters. The SLOW face shall be fluorescent orange prismatic lens sheeting, the STOP face shall be red encapsulated lens sheeting.
  2. When flashing white lights are used on the STOP/SLOW paddle, the standard size of the paddle may be reduced to 18" wide with 6" series C letters.
- #### FLAG
1. Flag use shall be limited to emergency situations, to supplement the STOP/SLOW paddle for greater emphasis, or by traffic spotters.
  2. The flag shall be red, not less than 24" x 24" on a staff at least 36" long and should be weighted at the bottom with adequate weight to hang vertically.

For additional information, see section 6E of the *Virginia Work Area Protection Manual*, 1996 edition.

**TYPICAL TRAFFIC CONTROL  
OUTSIDE LANE CLOSURE OPERATION ON FOUR-LANE ROADWAY  
(FIGURE TTC-14.1)**

**NOTES**

1. On roadways having a median wider than 8', left and right sign assemblies shall be required.
2. Sign spacing distance should be 1000'-1500' for limited access highways. For all other roadways, the sign spacing should be 500'-800' where the posted speed limit is greater than 45 mph, and 350'-500' where the posted speed limit is 45 mph or less.
3. Care should be exercised when establishing the limits of the work zone to insure maximum possible sight distance in advance of the transition, based on the posted speed limit and at least equal to or greater than the values in Appendix A, page A-8. For limited access highways a minimum of 1000' is desired.
4. Cone spacing shall be at the following :

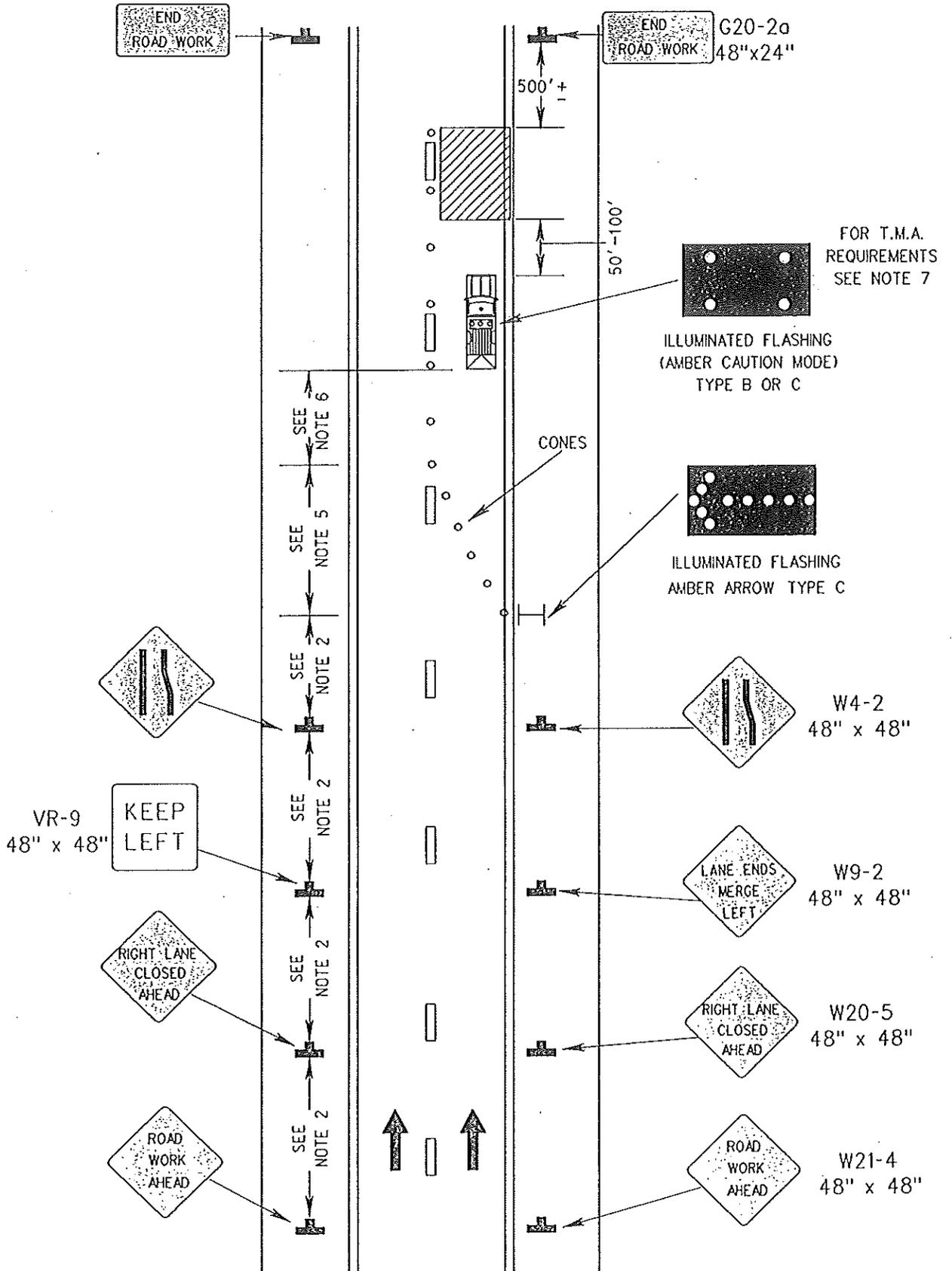
<u>Location</u>	<u>Speed (mph)</u>	
	<u>0-35</u>	<u>36±</u>
Transition Spacing	20'	40'
Travelway Spacing	40'	80'

5. Cone Taper Length:

<u>Speed Limit M.P.H.</u>	<u>Taper Length Lane Width In Feet</u>		
	<u>10</u>	<u>11</u>	<u>12</u>
25	105	115	125
30 .....	150	165	180
35	205	225	245
40 .....	270	295	320
45	450	495	540
50 .....	500	550	600
55	550	605	660
60 .....	600	660	770
65	650	715	780

For all limited access highways, the taper length shall be a minimum of 1000'.

6. The buffer space length shall be 500' ± for posted speeds of 45 mph or greater, and 200' ± for posted speeds less than 45 mph.
7. A truck with either a type B or C arrow board operating in the caution mode, or at least one rotating amber light or high intensity amber strobe light shall be parked 50'-100' in advance of the first work crew. When posted speed limit is 45 mph or greater, a truck mounted attenuator shall be used (See Section 6F-8, pages 63-64 for TMA use).



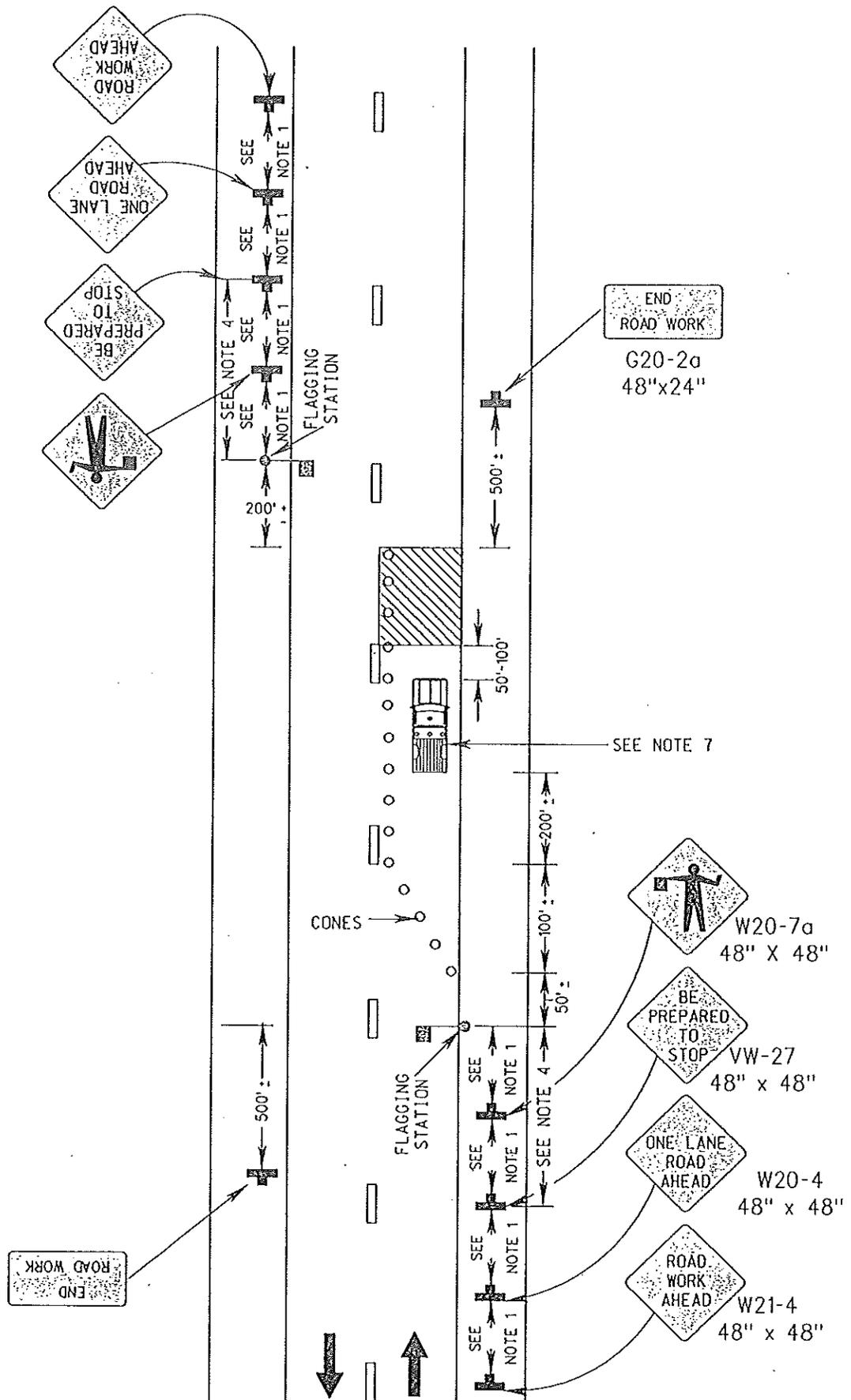
OUTSIDE LANE CLOSURE OPERATION ON  
FOUR-LANE ROADWAY  
FIGURE TTC-14.1

**TYPICAL TRAFFIC CONTROL  
FLAGGING OPERATION ON TWO-LANE ROAD  
(FIGURE TTC-20.1)**

**NOTES**

1. Sign spacing distance should be 500'-800' where the posted speed limit is greater than 45 mph, and 350'-500' where the posted speed limit is 45 mph or less.
2. Where R/W or geometric conditions prevent the use of 48" x 48" signs, 36" x 36" signs, may be used.
3. Flagging stations shall be located far enough in advance of the work zone to permit approaching traffic to reduce speed and/or stop before passing the work zone and allow sufficient distance for departing traffic in the left lane to return to the right lane before reaching opposing traffic.
4. A supplemental flagger may be required in this area to give advance warning of the operation ahead by slowing approaching traffic prior to reaching the flagger station or queued traffic. If the queue of traffic reaches the "*BE PREPARED TO STOP*" sign, then the signs must be readjusted at greater distances.
5. All flaggers must be state certified and have their certification card in their possession when performing flagging duties. (See Section 6E-2, Qualifications For Flaggers)
6. Care should be exercised when establishing the limits of the work zone to insure maximum possible sight distance in advance of the flagger and transition, based on the posted speed limit and at least equal to or greater than the values in Appendix A, page A-8.
7. A truck with at least one rotating amber light or high intensity amber strobe light, shall be parked 50'-100' in advance of the first work crew.
8. Cone spacing shall be at the following:

<u>Location</u>	<u>Speed (mph)</u>	
	<u>0-35</u>	<u>36+</u>
Transition Spacing	20'	40'
Travelway Spacing	40'	80'

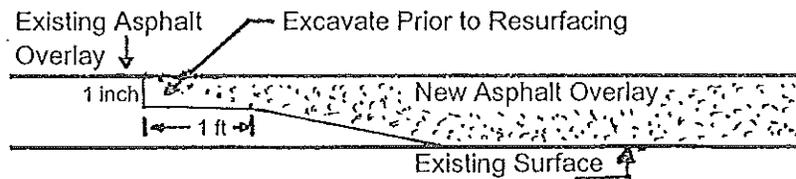
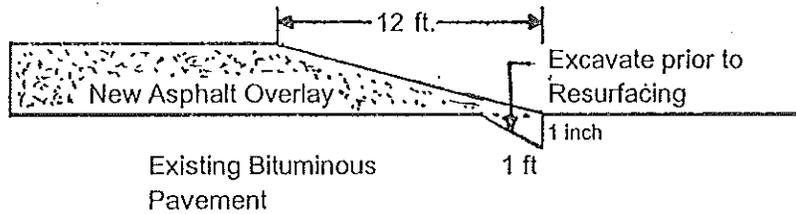
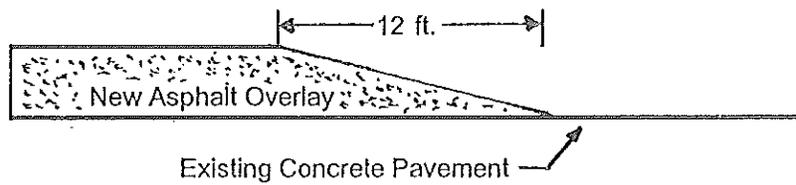


FLAGGING OPERATION ON TWO-LANE ROAD  
FIGURE TTC-20.1

Appendix B  
Drawing B-1

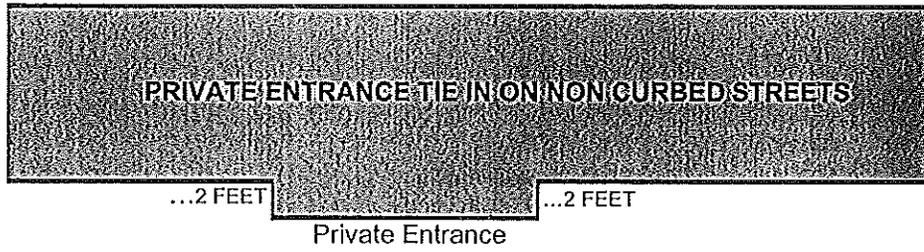
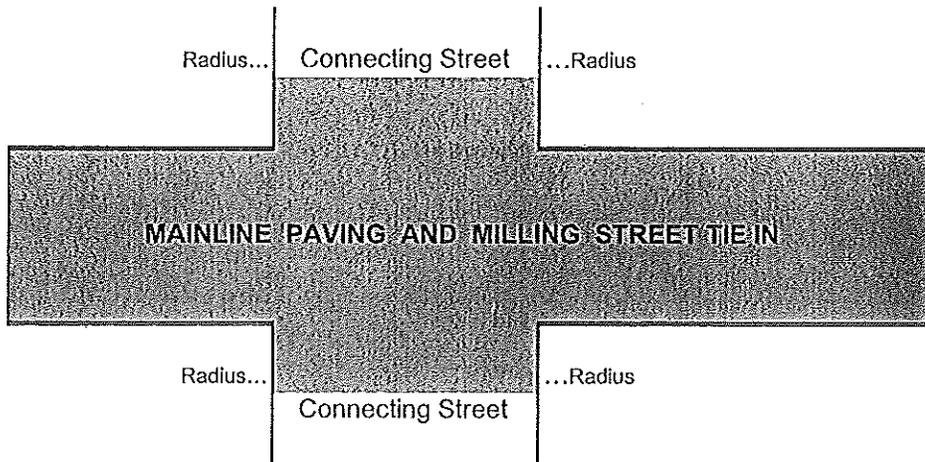
TIE - IN TO EXISTING SURFACE

The contractor shall construct the final riding surface to tie-in to the existing surface by the appropriate method sketched below or other methods as approved by the Engineer. All costs for such tie-in work shall be included in the price bid for bituminous concrete.



(Drawings are not to scale)

APPENDIX B  
DRAWING B-2



APPENDIX C  
ASPHALT MATERIAL PRICE ADJUSTMENTS

CITY OF HARRISONBURG, VIRGINIA  
DEPARTMENT OF PUBLIC WORKS

Prepared by

DEPARTMENT OF PUBLIC WORKS  
320 East Mosby Road  
Harrisonburg, Virginia 22801

## Special Provision For Asphalt Material Price Adjustments

Bid items designated in the contract as Price Adjustment Items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain Asphalt Material are established by Work Order, they will not be subject to Price Adjustments unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month VDOT will publish an average state-wide PG 64-22 f.o.b. price per ton developed from the average terminal prices provided to the Department from suppliers of asphalt cement to contractors doing work in Virginia. VDOT will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on the Monday of the week immediately preceding the week of the standard bid receipt date. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price. That monthly state-wide average price will be posted on the Scheduling and Contract Division website on the Tuesday immediately after the prices are received from the suppliers.

This monthly statewide average price will be the Base Index for all contracts (except as noted below) on which bids are received during the calendar month of its posting and will be the Current Index for all monthly progress estimates prepared during the next calendar month after its posting. If there is a special bid letting on a date other than the standard monthly bid letting date, the Base Index for that letting will be the Base Index posted for the previous calendar month. In the event an index changes radically from the apparent trend, as determined by the Engineer, VDOT may establish an index which is determined to best reflect the trend.

The amount of adjustment applied will be based on the difference between the contract Base Index and the Current Index for the month in which an estimate is to be prepared. Adjustment of any item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula in use during the estimate period.

The quantity of asphalt emulsion for surface treatments to which adjustment will be applied will be the quantity based on 65 percent residual asphalt.

When final quantities differ from semi-final estimate quantities by no more than ten tons of asphalt concrete or no more than 150 square yards of surface treatment, no adjustment will be made. When such differences exceed these limits, price adjustment for such differences will be made using the Current Indexes for the periods in which

that work was performed, as shown on the monthly progress estimates, and adjustment in payment will be made accordingly.

Price adjustment will be shown as a separate entry on the monthly progress estimate; however, such adjustment will not be included in the total cost of the work for progress determination or for extension of contract time.

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted herein before may result in rejection of the bid proposal.

End of

INVITATION TO BID  
AND  
PROJECT MANUAL