CITY OF HARRISONBURG
FINANCE
& PURCHASING

409 SOUTH MAIN STREET, 3RD FLOOR
HARRISONBURG, VA 22801
FINANCE OFFICE (540) 432-7702 • FAX (540) 432-7779
PURCHASING OFFICE (540) 432-7794 • FAX (540) 432-7779

INVITATION TO BID (ITB) COVER PAGE

ISSUE DATE: February 2, 2022	**INVITATION TO BID NUMBER:** 2022018-PW-B	**FOR:** Annual Street Paving Services
DEPARTMENT: Public Works	**DATE/TIME OF CLOSING:** February 25, 2022 at 3:00pm local time	**CONTRACT ADMINISTRATOR:** Andy Powell, Capital Projects Manager
DATE/TIME LAST DAY FOR QUESTIONS: February 16, 2022 at 12:00pm (noon) local time	**DATE/TIME PRE-BID MEETING:** February 11, 2022 at 2:00pm local time	**PRE-BID MEETING MANDATORY:** ___ Yes X No ___ N/A

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. It is understood and agreed that this entire ITB and any addenda shall constitute a contract.

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, 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).

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

VENDOR INFORMATION

Name of Vendor:_____ Telephone #:_____

Address: _____ Federal Employer Identification #:_____

_____

Contact Name: _____ Contact Email Address:_____

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

_____ _____
VENDOR'S LEGALLY AUTHORIZED SIGNATURE **DATE**

_____ _____
PRINT NAME **TITLE**

Please take a moment to let us know how you found out about this Invitation to Bid (ITB) – Check one:

☐ eVA Website ☐ Bid Room (Please List) _____

☐ The Daily News Record Newspaper ☐ Notified by City Directly ☐ Other (Please List) _____

This document shall be completed & returned with bid submission.

PROJECT MANUAL

FOR

CITY OF HARRISONBURG, VIRGINIA

ANNUAL STREET PAVING SERVICES

CITY OF HARRISONBURG, VIRGINIA

DEPARTMENT OF PUBLIC WORKS

February 2, 2022

Prepared by

Department of Public Works
City of Harrisonburg
320 East Mosby Road
Harrisonburg, Virginia 22801

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SECTION 0001
INVITATION TO BID

1. PROJECT

Annual Street Paving Services for the City of Harrisonburg, VA

2. DESCRIPTION OF WORK

Provision and installation of plant-mix asphalt concrete paving SM 9.5AL, plant-mix asphalt concrete paving SM 12.5D, plant-mix asphalt concrete paving SMA, pavement planning (milling) of in-place asphalt concrete pavement, and utility field adjustments, together with all required traffic control, other incidental items required to complete the work and in accordance with the general requirements specified herein.

3. DOCUMENTS

Bid documents are available for viewing on the internet at www.harrisonburgva.gov/bids-proposals.

4. PRE-BID CONFERENCE (OPTIONAL)

February 11, 2022 at 2:00 PM local time via GOTO Meeting. Attendance is optional; however, bidders are highly encouraged to attend. Please contact Danielle Morris at Danielle.Morris@harrisonburgva.gov to register for the meeting. All participants must register by February 10, 2022 at 3:00 PM local time.

5. QUESTIONS

All questions must be received no later than February 16, 2022 at 12:00 PM (noon) local time. Questions related to the ITB or requests for clarification shall be directed to Mr. Shane Smith, Procurement Manager, by email to Questions@harrisonburgva.gov. Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda at www.harrisonburgva.gov/bids-proposals. It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.

6. BID BOND

Bids shall be accompanied by a five percent (5%) bid bond. Bid bond must be in the form of a cashier's check, certified check or a bid bond issued by a surety.

7. BIDS DUE

Bids shall be received by the Purchasing Office no later than February 25, 2022 at 3:00 PM local time. The Purchasing Office is located in City Hall at 409 South Main Street, Third Floor, Harrisonburg, VA, 22801. Office hours are Monday through Friday, 8:00am to 5:00pm, except

City holidays (www.harrisonburgva.gov/city-holidays). Any bids received after this date and time will not be accepted.

All bids must be in an opaque, sealed envelope or box and clearly marked: "Sealed Bid: Annual Paving ITB# 2022018-PW-B". Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making the bid to the City shall be borne by the bidder. Bidders shall provide one (1) paper copy of the bid documents. Bid documents shall be mailed or hand-delivered; faxed or emailed bids will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The bidder has the sole responsibility to have the bid received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

8. BID OPENING

Bids will be opened and read publicly at City Hall, 409 South Main Street, Room 11, Harrisonburg, VA 22801. The names of bidders will be announced along with the bid amount.

9. COVID-19

City contractors shall adhere to all aspects of the VOSH COVID-19 Permanent Standard 16VAC25-220 to include, but not limited to: face covering requirements, social distancing practices, VDH/VOSH notification procedures, and screening methods to ensure individuals who are known or suspected to be infected with COVID-19 shall not enter any City work site until they are cleared to return to work as specified by the VOSH COVID-19 Permanent Standard. City contractors shall also immediately notify the City's Contract Administrator if one of their employees is known or suspected to be infected with COVID-19 and was present at a City worksite within two (2) days prior to symptom onset.

10. OWNER

City of Harrisonburg, 409 South Main Street, Harrisonburg, VA, 22801

11. CONTRACT ADMINISTRATOR

Andy Powell, Capital Projects Manager, 320 East Mosby Road, Harrisonburg, VA 22801.

SECTION 0100
INSTRUCTIONS TO BIDDERS

1. BIDDER ELIGIBILITY

   A. Bids will only be accepted from Contractors who are experienced in and actively engaged in the type of construction of the item(s) called for in the bid.

   B. No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City.

   C. 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.

   D. Bidders must be prequalified with VDOT to be considered responsive bidders on this project. A copy of the bidder's VDOT Certificate of Qualifications must be submitted with the bid documents. All subcontractors shall be prequalified with VDOT for all prequalifiable trades.

   E. 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.

   F. By signing the Bid Form, Bidders certify that they are not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.

2. BID FORM AND SUBMISSION

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

   A. Make bids upon the forms provided herewith, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid.

      All documents contained within the bid submission shall be completed in their entirety and signed and dated where required.

   B. Indicate receipt of issued addenda. All Bidders are cautioned to check at www.eva.virginia.gov to assure that all Addenda have been received and that the cost consequences thereof have been included in the bid. It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.

C. Although the bid is based upon unit prices, many items are to be priced under lump sum designations. It is the bidder's responsibility to verify the exact scope of work for all items in order to establish a bid price.

D. The following documents fully completed and signed where appropriate are required for a responsive bid:

- ☐ Signed Cover Sheet
- ☐ 0300 Bid Form
- ☐ 0301 Contractor Eligibility and Registration (not on federal)
- ☐ 0302 State Corporation Commission Registration
- ☐ 0303 Non-Collusion Affidavit
- ☐ 0310 References List
- ☐ 0311 Insurance Requirements
- ☐ Bid Security
- ☐ Copy of VDOT Certification of Qualifications
  - (a) Asphalt Plant Technicians and Weigh-persons
- ☐ Copy of VDOT job mix formulas for all mixes specified herein
- ☐ 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
- ☐ List of major equipment available on a regular basis for mobilization on this project
- ☐ Written narrative of Contractor's quality control program, to include specifics on material selection, lab testing, and protection during transport and in-place testing.
- ☐ 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.
- ☐ Signed Addenda, if applicable

3. BONDS

A. Bid security in the amount stated in Section 0001 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 90 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 bid security may be forfeited.

C. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum. Such Bonds shall be issued by a Surety acceptable to the Owner.

4. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Project Manual 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. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies on or omissions from any part of the proposed Contract Documents, they shall submit a written request as specified in Section 0001 of this ITB. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

5. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, meeting all specifications, without discrimination on the grounds of: race, color, gender or national origin. The Owner reserves the right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

If the bid from the lowest responsible bidder exceeds available funds, the Procurement Manager, or designee, may negotiate with the apparent low bidder to obtain a contract price within available funds.

Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.

Additional Award Criteria: The following factors in addition to price (as they apply) shall be a consideration in the award decision:

a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include additional references, prior to any such award. The City may contact all references furnished by bidders. The right is further reserved by the City to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the City, a bidder is determined to be non-responsible as a result of any investigation conducted by or for the City, award will not be made to that bidder.

b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the City.

6. EXECUTION OF AGREEMENT

A. The form of the Agreement which the successful bidder will be required to execute is included in the ITB.

B. At or prior to delivery of the signed Agreement, the bidder shall deliver to the Owner a copy of their City Business License. The bidder shall ensure that the business license indicated a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of Revenue office at 540-432-7704.

C. Beginning upon receipt of the fully signed Agreement, and within ten (10) calendar days thereof, successful contractor shall deliver to the Owner as required by the Contract Documents:

- Certificates of Insurance and Endorsement
- Performance and Payment Bonds
- City Business License
- Recent W-9 Form

D. All requirements in Item C above shall be approved by the Owner before the successful bidder may proceed with work.

7. CONTRACT TERM / NOTICE TO PROCEED / TIME OF COMPLETION

The contract term shall begin on the date the contract is signed. Work shall begin upon City issue of Notice to Proceed document. The contractor is not to begin work until the receipt of the Owner's Notice to Proceed which will be effective upon receipt. Project shall be completed by December 31, of the contract award year.

The cost will remain firm through the initial contract term. The City shall have the option to renew the contract for four (4) additional one (1) year terms. Changes in cost for any renewals will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request. Minor revisions to Project Manual shall be made at time of extension as necessary to maintain quality control and overall performance of Contractor.

8. LIQUIDATED DAMAGES

The Agreement includes a stipulation that all Work be completed by a specified date (see section 0501). Liquidated damages will be applied as specified section 0501.

9. SPECIFICATIONS AND STANDARDS

Work in this project shall conform to the latest editions of the Virginia Department of Transportation (VDOT) Road and Bridge specifications, the VDOT Road and Bridge

Standards, the Virginia Erosion and Sediment Control handbook, the Virginia Erosion and Sediment Control regulations and the City of Harrisonburg Design and Construction Standards Manual. In the event of conflict between any of these standards, specifications or plans, refer to section 0900 of this contract document.

10. CONSIDERATION OF PROJECT COMPLEXITIES

A. In preparing this bid, Contractor shall understand and account in their costs for the complexities involved in administrating the construction required by this Contract. Contractor shall be aware that the project area receives heavy vehicular and pedestrian traffic. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner. The specific requirements for this project are shown in Section 1000.

B. Submission of a bid shall be an affirmation that the Contractor understands these complexities and difficulties associated with this project, that he has included in his bid a sufficient dollar amount to compensate for the additional time and effort these complexities and difficulties will require on his part, and that he understands that the Owner will not accept any claim for time extension or additional costs associated with them.

END INSTRUCTIONS TO BIDDERS

0300 BID FORM

The undersigned, having visited and examined the site and having carefully studied the specifications, hereby proposes to furnish all 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 ITB and with any addenda issued during bidding period and hereby acknowledged subject to the terms and conditions of the Agreement for the following sums of money:

BASE BID

All labor, material, services and equipment necessary for the completion of the work shown in the Project Manual and in the Addenda (if issued).

_____($_____)

This bid submitted by (name of firm): _____

It is understood and agreed that the Owner, in protecting his best interests, 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.

Contractors shall indicate a unit price for each item listed in the Pay Items Summary which follows. The listed pay items are to 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. Unit prices shall be used in determining partial and full payment.

This document shall be completed & returned with bid submission.

CITY OF HARRISONBURG
PUBLIC WORKS
320 EAST MOSBY ROAD, HARRISONBURG, VA 22801
OFFICE (540) 434-5928 • FAX (540) 434-2695

2022 Annual Paving Schedule – Estimated Bid Items

Item	Est. Quantity	Unit Price	Total Amount
Type SM-12.5 D	12,085 tons		
Type SM-9.5AL	3493 tons		
Type BM-25.0	500 tons		
****Asphalt Millings**	1500 tons		
Flexible Pavement Planing 0" to 2"	141,626 SY		
		Project Total	

Manhole / Valve Box	Est. Quantity	Unit Price	Total Amount
Manhole Rebuild	15 EA		
Valve Box Rebuild	15 EA		
Temporary Overlay Markers (TOM)	20,000 LF		
		Project Total	

Contract Paving Total $_____

Sign & Date: _____

**Asphalt millings to be hauled to and dumped at a City site for City use.

This document shall be completed & returned with bid submission.

0301 CONTRACTOR ELIGIBILITY AND REGISTRATION

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.

Check one:

_____I am currently registered as a contractor in the Commonwealth of Virginia.

_____My registration number is _____

_____I am currently not required to register as a contractor in the Commonwealth of Virginia per Chapter 11, Title 54 of the Code of Virginia.

_____
Contractor

_____
Address

_____

_____

_____
Attest

By:_____
Signature

_____
Title

_____
Date

This document shall be completed & returned with bid submission.

0302 STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information:

The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

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

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

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

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

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

This document shall be completed & returned with bid submission.

0303 NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

(1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;

(2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;

(3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed_____

Title_____

Firm Name _____

CITY / COUNTY OF _____

STATE OF_____, to wit:

I, _____, a Notary Public, do certify that

_____whose name is signed to the foregoing has

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

Given under my hand this_____day of_____, 20___.

My Commission expires_____.

_____
Notary Public

This document shall be completed & returned with bid submission.

0310 REFERENCES LIST

Indicate below a listing of at least three (3) current or recent client references for which Contractor performed similar work, within the last five (5) years, at an annual total price of $500,000 or greater.

Reference #1

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

Reference #2

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

Reference #3

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

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

Terminated Reference ***(If Applicable)***

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

COMPANY BACKGROUND ***(Attach additional sheets if necessary.)***

Number of Years in Business:_____

Overview of Work History, Experience & Background of Company: _____

_____

_____

_____

This document shall be completed & returned with bid submission.

0311 INSURANCE REQUIREMENTS

By signing and submitting a bid or proposal the contractor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

1.) The contractor will maintain a general liability policy with $1,000,000 combined single limits with a $2,000,000 aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least $100,000 bodily injury by accident/$500,000 bodily injury by disease policy limit/$100,000 bodily injury by disease each employee.

3.) The contractor will maintain automobile liability insurance with limits of at least $1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

Please provide the City with two (2) documents upon request:

1.) Certificate of Insurance (COI) for the City of Harrisonburg, 409 South Main St, Harrisonburg, VA 22801. COI must show the Additional Insured status.

2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

BIDDER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature:_____Date: _____

Name:_____Title:_____
(Print)

Name of Firm: _____

This document shall be completed & returned with bid submission.

0400 GENERAL TERMS AND CONDITIONS OF THE CITY OF HARRISONBURG, VA (REV. 09-20-19)

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the City of Harrisonburg unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the City is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the City, the VPPA Virginia Code sections take precedence.

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DEFINITIONS

ADDENDUM/ADDENDA: Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.

BID: The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.

COLLUSION: A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

CONFLICT OF INTEREST: An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.

CONTRACTOR: The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.

CITY or OWNER: City of Harrisonburg, Virginia.

DAY(S): Defined as calendar days unless otherwise specified as business days.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION TO BID (ITB): A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia). **2.2-4301**

PROPOSAL: The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

PURCHASING AGENT: The individual employed and given authority by the Harrisonburg City Council by adoption of the City of Harrisonburg Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.

REQUEST FOR PROPOSAL (RFP): A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

SOLICITATION: A formal document issued by the City with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.

SWAM: Small, Women, and Minority-owned businesses.

SUBCONTRACTOR: A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

CONDITIONS OF BIDDING

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

BID/PROPOSAL ACCEPTANCE PERIOD: Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

CANCELLATION OF SOLICITATIONS: 2.2-4319 An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

CITY HALL CLOSURE: If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the City, at the original scheduled hour.

CLARIFICATION of TERMS: 2.2-4316 If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

CONFLICT OF INTEREST/COLLUSION: Contractor certifies by signing their bid/proposal submission to the City, that no conflict of interest or collusion exists between the Contractor and City that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the City.

DEBARMENT STATUS: By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia.

DISCRIMINATION PROHIBITED: **2.2-4310** In the solicitation or awarding of a contract the City shall not discriminate against a bidder/offeror because of race; religion; color; sex; national origin; age; disability; status as a small, women-owned, minority-owned, or service disabled veteran-owned; employment services organization; or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of these entities in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of these entities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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 unusually 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.

LICENSES, PERMITS and FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the City a copy of their City Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of the Revenue's office at 540-432-7704. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in it's sole discretion, whether to reject any bid/ proposal which has been modified. As a precondition to its acceptance of an ITB response, 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 to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

   If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.
8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342 Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. ~~The official solicitation document and the Addenda(um) are the documents posted on the eVA website (www.eva.virginia.gov).~~ Due to the eVA upgrade and subsequent system shut down, all official solicitation documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals). Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror by the City of Harrisonburg.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The City may also be exempt from other taxes and fees.

AWARD

CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The City reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The City's decision shall be final. The City reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the City to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4.**

The City reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the City to be in its best interest.

NEGOTIATION WITH THE LOWEST BIDDER: 2.2-4318 Unless all bids are canceled or rejected, the City reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds for the project. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

PRECEDENCE of TERMS: General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any Federal, Special, Standard, or Supplementary Terms and Conditions in this solicitation, the Federal, Special, Standard, or Supplementary Terms and Conditions shall apply.

QUALIFICATIONS of BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the responsibility and 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.

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Office will publicly post such notice and/or will notify all responsive bidders/offerors and records are available for public inspection in accordance with the VA Freedom of Information Act (VA Code 2.2-3700 et seq). ~~The City posts all Notice of Awards on eVA at www.eva.virginia.gov~~. Due to the eVA upgrade and subsequent system shut down, all Notice of Award documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals).

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 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.
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.
2. 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.

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.

APPLICABLE LAWS and COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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 by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer). **2.2-4309**
3. The Procurement Manager (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 unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
   a. By mutual agreement between the parties in writing; or
   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for

performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

CONTRACT EXECUTION: Per City Code (Sec 3-1-2, 3-1-1), the City Manager and the Deputy City Manager shall have authority to execute all contracts and agreements on behalf of the City except as otherwise directed by the Harrisonburg City Council in specific instances.

CONTRACTUAL DISPUTES: Contractual claim procedures shall be as per Code of VA **2.2-4363**.

COOPERATIVE PROCUREMENT: 2.2-4304 This procurement is being conducted in accordance with the provisions of 2.2-4304 Code of VA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders,invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies

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 items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: 2.2-4312 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.

IMMIGRATION REFORM and CONTROL ACT OF 1986: 2.2-4311.1 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.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including attorney's fees, resulting from or arising out of Contractor's or it's agent's and subcontractor's negligent activities or omissions, or from which the Contractor would have legal liability outside of contract.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of the Code of Virginia. The bidder/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.

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

NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based

organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PAYMENT: 2.2-4352 – 2.2-4354

1. To Prime Contractor:
   Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. 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.

   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. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

   Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

   The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute **(2.2.4363).**

2. To Subcontractors:
   A contractor awarded a contract under this solicitation is hereby obligated 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;

   Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
   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. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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

TERMINATION: Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.

2. Termination for Cause: Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. Termination Due to Unavailability of Funds: Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SPECIFICATIONS

CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

USE OF BRAND NAMES: 2.2-4315 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. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

DEFECTS OR IMPROPRIETIES: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the City shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

TESTING AND INSPECTION: 2.2-4302.1 The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the City, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the City.

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. 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.

0401 ESCROW ACCOUNT ELECTION

ELECTION OF ESCROW ACCOUNT PROCEDURE FOR RETAINAGE

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

_____

Write "Yes" or "No" on above line

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

Company_____

Authorized Signature_____

This document shall be completed & returned with bid submission.

0401 ESCROW AGREEMENT
CITY OF HARRISONBURG, VIRGINIA

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20_____ by, between and among the City of Harrisonburg, Virginia ("City" or Owner"), _____("Contractor"), _____(Name of Escrow Agent) _____(Address of Escrow Agent) a trust company, bank, or savings and loan institution (hereinafter referred to collectively as "Escrow Agent") with its principal office located in the Commonwealth of Virginia ("Commonwealth") and _____("Surety") provides:

I.

The City and the Contractor have entered into a contract dated _____ with respect to City of Harrisonburg ITB No. _____ , for _____ _____("Contract"). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor. Payments should be made to _____ and mailed to _____ _____(Name and Address of Escrow Agent).

II.

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

III.

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

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

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

IV.

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

V.

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

(1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,

(2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,

(3) Bonds or notes of the Commonwealth of Virginia,

(4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Escrow Agent or deposit by the Contractor, a Standard and Poor's or Moody's Investor Service rating of at least "A", and

(5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Escrow Agent and its affiliates.

(6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than $25,000,000, provided the obligation of the bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the bank, and the securities are held by a third party, and segregated from other securities owned by the bank.

No security is approved hereunder which matures more than five (5) years after the date of its purchase by the Escrow Agent or deposit by the Contractor.

VI.

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

Upon receipt of a direction signed by the City of Harrisonburg Director of Finance or designee, the Escrow Agent shall pay the principal of the fund, or any specified amount thereof, to the City or the Contractor as the City may direct. If payment is to be made to the Harrisonburg City Treasurer, it shall be made in cash or cash equivalent. However, if payment has been authorized to be made to the Contractor, the Contractor may specify to the Escrow Agent if payment is to be made in cash or in kind. Any such payment and delivery required hereunder shall be made as soon as is practicable after receipt of the direction.

VII.

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

VIII.

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

IX.

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

X.

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

SIGNATURE PAGE TO FOLLOW

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

Typed Name of Contractor

Attest: (if corporation)
Witness: (if individual)

President/Vice-President;
Partner or Owner (Seal

Typed Name of Escrow Agent

Attest:

Bank Officer

Vice President

Witness:

Typed Name of Surety Company

By:_____
Attorney-In-Fact

Attest:

City of Harrisonburg, Virginia

City Clerk

City Manager/Deputy City Manager

Approved as to form:

City Attorney

Approved as to execution:

City Attorney

0501 AGREEMENT

This AGREEMENT is dated as of the ___ day of _____ in the year 20__ 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 for the project titled City of Harrisonburg, Virginia, Annual Street Paving Services. The Work is generally described as follows:

Provision and installation of plant-mix asphalt concrete paving SM 9.5AL, plant-mix asphalt concrete paving SM 12.5D, plant-mix asphalt concrete paving SMA, pavement planning (milling) of in-place asphalt concrete pavement, and utility field adjustments, together with all required traffic control, other incidental items required to complete the work and in accordance with the general requirements specified herein.

ARTICLE 2. CONTRACT ADMINISTRATOR

This Project has been designed by the City of Harrisonburg and administered by the Department of Public Works. The Engineering Manager for the Department of Public Works of Harrisonburg, Virginia, or their designee, is hereinafter called CONTRACT ADMINISTRATOR, will assume all duties and responsibilities and will have the rights and authority assigned to CONTRACT ADMINISTRATOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

3.1 Contract Time shall be Fixed based on the classification of the street being paved as outlined below:

a. Local/Collector Streets – All services related to this contract shall be completed on or before November 15th of the award year.
b. Arterial Streets – All services related to this contract shall be completed on or before August 15th of the award year.
c. Liquidated Damages – Shall be applied to the contract if the required work is not completed by the date specified above and assessed at $600.00 per day until the work is complete.

ARTICLE 4. CONTRACT PRICE

4.1 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 Section 0800 of the Project Manual.

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 CONTRACT ADMINISTRATOR, on or about the 1st 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 the bid documents. Retainage will be held per Virginia Code 2.2-4333.

5.1.1 Prior to completion Progress Payments will be made in an amount equal to:

95% of the Work completed, and

95% of the materials and equipment not incorporated in the Work but delivered and suitably stored less in each case the aggregate of payment previously made.

5.1.2 Upon substantial completion, OWNER shall pay amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amount as CONTRACT ADMINISTRATOR shall determine.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with the Virginia Department of Transportation's Road & Bridge Specifications, OWNER shall pay the remainder of the Contract Price as recommended by CONTRACT ADMINISTRATOR as provided in said Virginia Department of Transportation's Road & Bridge Specifications.

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 CONTRACT ADMINSTRATOR 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, tests, 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 CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

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

8.1 This Agreement (pages 1 to 5, inclusive)

8.2 Performance and Payment bonds

8.3 Certificate of Insurance and Endorsement

8.4 Notice of Award

8.5 Notice to Proceed

8.6 City's Invitation to Bid ITB#: "Annual Street Paving Services" (2022018-PW-B)

8.7 Signed Addenda

8.8 Contractor's Bid

8.9 Documentation submitted by Contractor prior to Notice of Award.

8.10 Any modifications or change orders, duly delivered after execution of Agreement.

All contract documents must be listed in this article. Contract documents may be altered, amended or repealed only as allowed by the Virginia Department of Transportation's Road & Bridge Specifications.

ARTICLE 9. MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without 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.

9.2 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

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

OWNER: City of Harrisonburg

Signature_____

Name & Title: _____

Attest _____

Address for giving notices:

_____

_____

CONTRACTOR:_____

Signature_____

Name & Title:_____

Attest_____

Address for giving notices:

_____

_____

Contractor License No._____

END OF AGREEMENT

0502 NOTICE TO PROCEED

DATE:

TO:

Re: City of Harrisonburg

PROJECT TITLE:

PROJECT NO:

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 [DATE]. 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 [DAYS] calendar days from and after the said date, which is [DATE]

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.

By _____
Owner Authorized Signature

_____
Name & Title (Print)

0800 APPLICATION FOR PAYMENT

1. Applications for progress payment shall be made on forms identical/similar to those shown on pages 0800-2 and 0800-3. The following application for payment is an excel spreadsheet and will be made available for the contractor's use.

2. A draft of the application for progress payment shall be emailed to the Project Manager and Project Coordinator for review. After review and approval by the City, the contractor shall **mail two signed applications** for progress payment to: 320 East Mosby Road, Harrisonburg, VA 22801.

3. It shall be the responsibility of the Contractor to supply daily quantities to the Project Manager and Project Coordinator for comparison to the Inspector's quantities. The format shall be agreed upon during the pre-construction meeting. Unless otherwise state, the cut-off date for all progress payments shall be the last day of the month.

0800 APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Harrisonburg
320 E. Mosby Rd.
Harrisonburg, VA 22801

Project:

Application No.:

Period To:

From Contractor:

Contract Date:

1. Original Contract Sum	$
2. Net Change by Change Order	$
3. Contract Sum To Date (line 1 + line 2)	$
4. Total Completed and Stored To Date (column G)	$
5. Retainage:	
a. ___% of Completed Work (column D + column E)	$
b. ___% of Stored Materials (column F)	$
6. Total Earned Less Retainage (line 4 less line 5)	$
7. Less Previous Applications for Payment	$
8. Current Payment Due	$
9. Balance to Finish, Plus Retainage	$

CHANGE ORDER SUMMARY	Additions	Deductions
Total Changes Approved Previously		
Total Approved this Month		
Totals		
Net Changes by Change Order		

The undersigned contractor hereby swears and under penalty of perjury that (1) all previous progress payments received from the owner on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being Applications for Payment 1 through _____ inclusive; and (2) all materials and equipment incorporated in said project or otherwise listed in or covered by this application for payment are free and clear of all liens, claims, security and encumbrances.

Signature _____ Date _____

Printed Name _____ Title _____

State of _____ County of _____

Before me this _____ day of _____, 20 __ personally appeared _____ known to me, who being duly sworn, did depose and say that he/she is the _____ of the contractor above mentioned, that he/she executed the above application for payment on behalf of said contractor and that all of the statements contained herein are true, correct and complete.

Notary Public _____ Registration No. _____

My Commission Expires _____

APPLICATION NO.: PERIOD TO: PROJECT:

A	B	C				D		E		F	G			H
LINE NO.	WORK DESCRIPTION	SCHEDULED VALUE				COMPLETED WORK PREVIOUS PERIOD		COMPLETED WORK THIS PERIOD		STORED MATERIAL (not in D or E)	TOTAL WORK COMPLETED TO DATE		% (G/C)	BALANCE TO COMPLETION (C-G)
		Unit	Qty.	Unit Price	Amount	Qty.	Total	Qty.	Total		Qty	Total		
1	MOBILIZATION	LS	1	$200.00	$200.00	0.50	$100.00	0.50	$100.00		1.00	$200.00	100%	$0.00
2					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
3					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
4					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
5					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
6					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
7					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
8					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
9					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
10					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
11					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
12					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
13					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
14					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
15					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
16					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
17					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
18					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
19					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
20					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
21					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
22					$0.00				$0.00		0.00	$0.00	#DIV/0!	$0.00
TOTALS		$200.00					$100.00	$100.00		$0.00		$200.00		$0.00

SECTION 0900

STATE REQUIREMENTS

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Cn100-000051-02

VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs

Where Virginia Department of Transportation (VDOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to "the Specifications" shall refer to the Virginia Department of Transportation Road and Bridge Specifications, dated 2016 and the Supplement thereto, dated 2019. References to the "Road and Bridge Standard(s)" shall refer to the Virginia Department of Transportation Road and Bridge Standards, dated 2016 with revisions issued online as of the advertisement date for this project incorporated. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the Virginia Work Area Protection Manual with Revision Number 2 incorporated, dated September 1, 2019. References to the "MUTCD" shall refer to the 2009 edition of the MUTCD with Revision Numbers 1 and 2 incorporated, dated May 2012; and the 2011 edition of the Virginia Supplement to the MUTCD with Revision Number 1 dated September 30, 2013.

Where the terms "Department", "Engineer", "Contract Engineer", "Construction Engineer", Materials "Engineer", and "Operations Engineer" appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each references, the authority identified shall be according to the definitions in Section 101.02 of the Virginia Department of Transportation Road and Bridge Specifications, dated 2016. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the Virginia Department of Transportation Road and Bridge Specifications, dated 2016 shall apply.

VDOT Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date of each document. VDOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document. The information at the top and left of each VDOT Special Provision Copied Note in this contract is file reference information for VDOT use only.

The information in the upper left corner above the title of each VDOT Supplemental Specification and VDOT Special Provision in this contract is file reference information for VDOT use only. 12-2-19 (SPCN)

105.12 – Coordination of Plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions, and Special Provisions Copied Notes has been amended to add the following (City Revision 01-08-2016):

The contract documents Section 0001 through 0900 shall be considered Special Provisions and Section 1000 shall be considered Supplementary Specifications.

105.19—Submission and Disposition of Claims

(a) **Notice of Intent to File a Claim**

Early or prior knowledge by the Department of an existing or impending claim for damages could alter the plans, scheduling, or other Department action or result in mitigation or elimination of the basis for the claim. Therefore, the Contractor shall submit a written statement describing the act of omission or commission by the Department or its agents that allegedly caused damage to the Contractor and the nature of the claimed damage to the Engineer at the time of each and every occurrence that the Contractor believes to be the basis of a claim or prior to the beginning of the work upon which a claim and any subsequent action will be based. "Occurrence" includes but is not limited to the Engineer's denial of the Contractor's timely request for time extension, additional compensation, change order, adjustment, or other request under the Contract, or any other decision, instruction, directive, or order that the Contractor believes will result in a claim. The written statement shall clearly inform the Department that it is a "notice of intent to file a claim." If such damage is deemed certain in the
opinion of the Contractor to result from his acting on an order from the Engineer, he shall immediately take written exception to the order. Submission of a notice of intent to file a claim as specified shall be mandatory. Failure to submit such notice of intent shall be a conclusive waiver to such claim for damages by the Contractor. An oral notice or statement will not be sufficient nor will a notice or statement after the event. Oral statements recorded in meeting minutes also will not be sufficient.

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

(b) **Time for Submittal of Claim**

Upon completion or termination of the Contract, the Contractor may, within 60 days after the final estimate date established by the Department pursuant to Code of Virginia § 33.2-1101, deliver to the Department a certified written claim, which must be a signed original claim document, along with an electronic copy of the claim document as a Portable Document Format (PDF) file, for the amount he deems he is entitled to under the Contract. For the purpose of this Section, the final estimate date shall be that date set forth in a letter from the Department to the Contractor sent by certified mail and shall be considered as the date of notification of the Department's final estimate. Regardless of the manner of delivery of the claim, the State Construction Engineer must receive and have physical possession of the Contractor's written claim within the 60 day period that commences with the final estimate date. Submittals received by the Department either before the final estimate date or after the 60 day period shall not have standing as a claim.

(c) **Content of Claim**

The Contractor's certified written claim shall set forth in detail the facts upon which the claim is based, including but not limited to the following:

1. A detailed statement of the facts upon which the claim is based providing items of work affected and included in each claim, and the date(s) on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident; and

2. All pertinent data, documents, and correspondence that may substantiate the claim. The Department shall have the right, at its expense, to review and copy all of the Contractor's non-privileged project files and documents, both electronic and paper, for use in analyzing the claim; and

3. Identification of the provisions of the Contract that the Department allegedly breached, and the acts or omissions constituting such breach.

4. A detailed statement of the amount of the actual cost for materials, labor and equipment sought in the claim.

5. A copy of the notice(s) of intent to file a claim that the Contractor submitted to the Department for the claim(s).

(d) **Certification of Claim**

The Contractor shall submit with the claim a written certification of the claim in the following form:

Pursuant to the Code of Virginia, I hereby certify that this Contract claim submission for Virginia Department of Transportation Project No. _____ in _____ County, Virginia, is a true and accurate representation of additional costs, expenses, damages and/or delays incurred by _____ (Contractor) or its subcontractors or suppliers in the

performance of the required Contract work. Any statements, representations, writings, or documents, made or used and known to be false, shall be considered a violation of the Virginia Governmental Frauds Act, punishable as allowed by the Code of Virginia for a Class 6 Felony, and shall be considered a violation of the Virginia Fraud Against Taxpayers Act, subject to the civil penalties allowed by the Code of Virginia.

_____(Contractor)

By:_____

As officer or duly appointed agent of _____(Contractor)
Title: _____
Date: _____
State Of: _____
City/County of _____, To-Wit:

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

Given under my hand this _____ day of _____ , 20___.
Notary Public: _____
Notary Registration No.: _____
My commission expires: _____

Claims submitted by the Contractor for itself or its subcontractors or suppliers during the statutory period for submitting Contract claims that are submitted without the Contractor's certification described above shall not have standing as a claim and shall not be considered by the Department.

(e) **Review of Claim**
Within 90 days from the receipt of the claim, the Department will make an investigation and notify the Contractor by certified mail of its decision. However, by mutual agreement, the Department and Contractor may extend the 90-day period for another 30 days.

If the Contractor is dissatisfied with the Department's decision, within 30 days from receipt of the decision the Contractor shall notify the Commissioner in writing that it desires to appear before the Commissioner, whether in person or through counsel, and present additional facts and arguments in support of its claim. The Commissioner will schedule and meet with the Contractor within 30 days after receiving the request. However, the Commissioner and Contractor, by mutual agreement, may schedule the meeting to be held after 30 days but before the 60th day from the receipt of the Contractor's written request. Within 45 days from the date of the meeting, the Commissioner will investigate the claim, including the additional facts presented, and notify the Contractor in writing of his decision. However, the Commissioner and Contractor, by mutual agreement, may extend the 45-day period for another 30 days. If the Commissioner deems that all

or any portion of a claim is valid, he shall have the authority to negotiate a settlement with the Contractor subject to any approvals required by the Code of Virginia.

Any monies that become payable as the result of claim settlement after payment of the final estimate will not be subject to payment of interest unless such payment is specified as a condition of the claim settlement.

(f) **Compensation for Claims**

The Engineer will determine time extension according to 108.04 and compensation according to 109.05 if the Department concludes that the Contractor has established entitlement to compensation or a time extension for the claim.

END STATE REQUIREMENTS

SECTION 1000
GENERAL REQUIREMENTS

1. The Contractor shall perform all required work and shall provide and furnish all labor, supervision, materials, necessary tools, fuel, equipment, utility and transportation services and all else required to complete the Annual Street Paving Services contract in accordance with the Contract Documents including any and all Addenda. All work shall conform to the 2016 Virginia Department of Transportation (VDOT) *Road and Bridge Specifications,* 2016 VDOT *Road and Bridge Standards,* and 2011 *Virginia Work Area Protection Manual* and all revisions. These are available on the web at www.virginiadot.on. The City may not be under any obligation to purchase any specific or minimum quantity.

   A Pre-Construction Conference will be scheduled prior to commencement of work to cover contract specifications, Contractor's personnel, subcontractors, scheduling of work and final acceptance criteria.

2. Contractor Performance Evaluation - The contactor will be constantly evaluated during this contract on the following factors: quality of service performed, timeliness of service performed, quality of product produced and responsiveness to the City's needs. If the Contactor's services are determined to be unsatisfactory, the City will give written notice of areas of dissatisfaction. The Contactor will have fourteen (14) days from receipt of such notice to correct the areas of dissatisfaction. If corrections do not occur, the City reserves the right to terminate the remaining portion of this Contract and/or have corrections made by the City or another contractor, and have charges deducted from final invoice.

3. Hours of Operation – Shall be determined based on the classification of the street that is being paved as outline below:
   a. Local/Collector Streets – All work shall be performed Monday through Friday between the hours of 7AM and 7PM or dusk, whichever occurs first. No work is permitted on weekends or any City observed holidays, visit www.harrisonburgva.gov for an up to date listing of these holidays.
   b. Arterial Streets – All work shall be performed Sunday night through Thursday night between the hours of 7PM and 7AM. No work is permitted nights preceding a weekend day or any City observed holiday, visit www.harrisonburgva.gov for an up to date listing of these holidays.
   c. The City reserves the ability to modify working hours in the interest of public safety or convenience. No claim for additional compensation shall be made by the Contractor when such occasions occur.

4. Contract Time – Shall be fixed based on the classification of the street being paved as outlined below:
   a. Local/Collector Streets – All services related to this contract shall be completed on or before November 15th of the award year.
   b. Arterial Streets – All services related to this contract shall be completed on or before August 15th of the award year.
   c. Liquidated Damages – Shall be applied to the contract if the required work is not completed by the date specified above and assessed at $600.00 per day until the work is complete.

5. Contractor's General Procedures and Responsibilities – Shall be as follows:
    a. The Contractor shall assign a Supervisory Representative as the main point of contact who will have the authority to execute the contracted work. The Supervisory Representative shall always carry a cellular telephone during the performance of the Contract and be available 24 hours a day, seven days a week in case of emergency.
    b. The Contractor shall be responsible for the conduct of all personnel while on the work site. All personnel involved with the work shall obey all rules and regulations of the City.
    c. Contractor personnel shall always serve the traveling public, landowners, and citizens in a courteous and respectful manner.
    d. Contractor personnel shall refer all public questions concerning work planned, performed, or promised to the Project Manager or designee.
    e. Behaviors displayed by Contractor's employees, such as catcalling, whistling, leering, and other similar gestures shall not be tolerated. Anyone exhibiting such behavior shall be barred from the work site permanently. Repeated incidents may be grounds for termination of the purchase order and/or contract at the discretion of the Contract Administrator or designee.

6. Crew Language and Dress Requirements – Shall be as follows:
    a. The Contractor shall provide at least one (1) Supervisor/Foreman with each crew who shall be capable of comprehending and communicating in English (both verbally and in writing) with City personnel. The Supervisor/Foreman shall be capable of communicating instructions to members of the Contractor's crew. The Supervisor/Foreman shall always be with the Contractor's crew.
    b. Any person working under the contract shall always be neat in appearance. Proper dress shall include long pants, and shirts with long or short sleeves. Clothing shall be appropriate for weather conditions.

7. Maintenance of Traffic – Shall be as follows:
    a. Description – This work shall consist of maintaining and protecting traffic through areas of construction, maintaining public and private entrances and protecting the traveling public within the limits of the project in accordance with the requirements of the 2011 Virginia Work Area Protection Manual and Contract documents or as directed by the Project Manager or designee.
    b. Procedures – Contractor shall submit a Maintenance of Traffic Plan to the Project Manager or designee for approval a minimum of two weeks prior to start of work. The Contractor shall designate an individual or individuals to be responsible for the maintenance and protection of traffic, who can be contacted at all times 24 hours a day, seven (7) days a week in case of emergencies. The individuals shall be on-site during all construction activities. This information shall be provided to the City at the Pre-Construction Meeting.

        The Contractor shall set up all lane and shoulder closures, detours, and provide all construction work area protection signs and traffic control devices, to include signs, portable sign stands, posts (if required), barrels, cones, arrow boards, and truck mounted attenuators (if required). Signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). All traffic control shall be performed according to the 2011 Virginia Work Area Protection Manual (VWAPM).

The Contractor shall use the requirements in the traffic control layout details in the VWAPM for control of traffic during work. In the event the work site requires a different layout or a modification of the aforementioned layouts, the Project Manager or designee must approve the Contractor's design prior to use.

c. Work Zone Traffic Control Training Requirements – The Contractor shall provide at least one (1) employee who, at a minimum, is certified by VDOT in Basic Work Zone Traffic Control for activities involving the installation, maintenance, and removal of work zone traffic control devices. In addition, the Contractor shall provide an employee that is certified by VDOT in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations as shown in the VWAPM are needed due to field constraints. There persons must have their certification cards with them while on the project site. If proof of certification cannot be provided by the Contractor at any time, the Work may be suspended.

d. Flagging Traffic – Certified flaggers shall be provided in sufficient number and locations as necessary for control and protection of vehicular and pedestrian traffic in accordance with the VWAPM. Flaggers shall be able to communicate to the traveling public in English while performing the job duty as a flagger at the flagger station. Flaggers shall use sign paddles to regulate traffic in accordance with the VWAPM.

8. No On-Street Parking Sign Installation Requirements – Contractor shall be responsible for the installation of, maintenance of, and removal of all temporary "No On-Street Parking" signage.

   a. Installation Procedures – Contractor shall place required "No On-Street Parking" signage on all streets where on street parking is required to be removed temporarily in order to perform milling and paving operations. The Contractor shall place required signage on the street between forty-eight (48) and twenty-four (24) hours prior to the start of milling or paving operations. Signage shall clearly indicate time frame for parking restriction. Signage will be provided to the Contractor by the City at the Pre-Construction Meeting. The signage provided to the Contractor shall be reusable signs and it shall be the responsibility of the Contractor to maintain these signs for the duration of the paving schedule and all signs shall be returned to the City at the end of the paving schedule. Survey stakes used for the placement of the signs shall be provided by the contractor and that cost shall be incidental to other items in this contract.

   b. Maintenance Procedures – Once "No On-Street Parking" signs have been installed it shall be the responsibility of the Contractor to maintain these signs for the duration of the notification and parking restriction time period.

   c. Removal Procedures – Immediately following the completion of paving operations along streets where parking has been temporarily removed, it shall be the Contractor's responsibility to remove all signage.

9. General Notes

   a. Construction of this project shall be in conformance with the 2016 VDOT *Road and Bridge Specifications,* 2016 VDOT *Road and Bridge Standards,* and the 2011 *Virginia Work Area Protection Manual,* including all subsequent revisions. The Contractor shall submit to the City any and all documents that are required by the VDOT *Road and Bridge Specifications* and applicable Special Provisions.

   b. Prior to the start of any construction activities (5 days minimum) the Contractor shall attend a Pre-Construction Conference with the Project Manager or designee and representatives of the

Department of Public Works, for the purposes of scheduling the work and coordination. A summary of the conference shall be prepared by the Project Manager or designee and distributed to the City and the Contractor.

c. The Contractor shall attend periodic progress meetings (as necessary) at the offices of the City or other designated location for the purpose of reporting progress, problems or otherwise expediting the work. Subcontractors/Significant Vendors shall also attend this meeting when required to resolve specific issues or problems.
d. Delays to the Contractor's schedule caused solely by the actions (or lack thereof) by the utility companies involved shall not be considered for an extension of time unless the Contractor can demonstrate that he cannot work in other areas of the project.
e. All materials shall meet the requirements of the 2016 VDOT *Road and Bridge Specifications* and all materials used in the work shall be obtained from sources approved by VDOT.
f. The Contractor shall ensure that all operations shall be performed in a manner that minimizes erosion and sedimentation of the adjacent properties, street and storm drainage systems. All work shall be performed in accordance with the latest edition of the *Virginia Erosion and Sediment Control Manual.* The Contractor shall be responsible for furnishing all necessary items for erosion and sedimentation control that results directly or indirectly from the project.
g. Whenever the Contractor's operations affect vehicular or pedestrian traffic, the Contractor shall be responsible for furnishing, installing and maintaining any and all safety control devices in accordance with the 2011 *Virginia Work Area Protection Manual* and as deemed necessary by the Project Manager or designee.
h. The Contractor shall always schedule their work such as to maintain access to adjacent properties.
i. The Contractor shall be responsible for the disposal of all excess materials (including, but not limited to, asphalt, concrete, root mat, topsoil and/or fill). No extra payment will be made for disposal of materials. Street sweeping services will not be provided by the City and it will be the responsibility of the Contractor.
j. VDOT Price Adjustments and Fuel Adjustments are included in this contract.
k. The Contractor shall be responsible for initiating, maintaining and supervising all accident prevention measures and programs associated with performance of the Contract.
l. Use of Water — the Contractor shall not withdraw water from the City's facilities for any purposes, without a City issued hydrant meter. Contractor shall be responsible for obtaining the hydrant meter from the Public Utilities Department. No extra payment will be made for water used by the Contractor.
m. The Contractor shall be liable for all damage to any existing structures or property arising from their negligence or carelessness. The Contractor shall protect and maintain all underground, overhead, or surface utilities encountered while performing the Work. When necessary, the Contractor shall contact the Utility Information Center ("Miss Utility"), telephone number 1-800-552-7001, for assistance in locating existing underground utilities.
n. The Contractor shall install risers on all City owned utility castings, where necessary, to bring the castings to grade. The risers shall be furnished by the City and provided to the Contractor by the City's Project Manager or designee.
o. Final pavement surface shall not be placed until all utility boxes and manholes are adjusted to final grade and inspected by the Project Manage or designee. The exposed edges of all castings, risers, curb lines and gutter lines shall be painted with asphalt before application of the bituminous concrete.

p. The Contractor shall make requests for payment by submitting the original and two (2) copies of the monthly estimate for partial payment to the City on a form (AIA G702 or approved equivalent) acceptable to the City.

q. The Contractor shall not have any drop-off two-inches (2”) or greater at the end of the workday. Any drop-off shall be treated according to the 2011 *Virginia Work Area Protection Manual.*

r. The Contractor is to maintain access to all residential and business properties.

s. The Contractor shall close one outside lane/shoulder at a time, so the construction crew is not split. Closing two lanes in the same direction is prohibited, but, closing two lanes in opposite directions is not prohibited.

t. All milled surfaces and all asphalt pavement in excess of 220 lbs. per square yard (2 ") shall be squared up at the end of each shift. All lanes shall be squared up according to ACOT-1, as shown in the VDOT Road and Bridge Standards, before weekends or holidays.

u. The final pavement surface shall have a cross slope of approximately 1/4 inch per foot or as directed by the Project Manager or designee.

v. There are no identified areas within the right of way for the contractor to store equipment and materials. The contractor must make arrangements for these areas.

w. Coordination with City forces: The City reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate with the City and other contractors as necessary.

x. The Contractor, the Contractor's supervisors and employees shall always carry a valid government issued picture identification card on them when working on the City right of way or City facilities and/or grounds.

S109G06-0115

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT

January 12, 2015

All asphalt material contained in the attached master listing of eligible bid items and designated by pay items in the contract will be price adjusted in accordance with the provisions 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 Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month, the Department will publish an average state-wide PG 64S-22 f.o.b. price per ton and an average PG 64E-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. The Department will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on or about the last weekday of the month. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price for the following month. The monthly state-wide average price will be posted on the Scheduling and Contract Division website on or about the first weekday of the following month. In the event the average prices were to change by 10 percent or more of the Base Index during the middle of the month the Contractor can submit a letter to the Department and supplier that provides evidence of the difference in price. Upon receipt of the letter consideration will be given to extend additional adjustments as deemed necessary.

This monthly statewide average price will be the Base Index for all contracts on which bids are received during the calendar month of its posting and will be the Current Index for all asphalt placed during the calendar month of its posting. In the event an index changes radically from the apparent trend, as determined by the Engineer, the Department may establish an index which it determines 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 applicable calendar month during which the work is performed. 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.

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

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 hereinbefore may result in rejection of the bid proposal.

VIRGINIA DEPARTMENT OF TRANSPORTATION

MASTER LISTING OF

ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10420	Blotted Seal Coat Ty. B	SY	ATTD
10422	Blotted Seal Coat Ty. C	SY	ATTD
10423	Blotted Seal Coat Ty. C-1	SY	ATTD
10424	Blotted Seal Coat Ty. D	SY	ATTD
10598	Ns Asphalt Concrete	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	317
10701	Liquid Asphalt Coating	SY	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	SY	ATTD
16120	Emul. Asph. Slurry Seal Type B	SY	ATTD
16130	Emul. Asph. Slurry Seal Type C	SY	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	SY	ATTD
16162	Modified Double Seal	SY	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD

16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
16362	Asphalt Concrete Ty. SM-19.0A	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type II	Ton	ATTD
16504	Surf.Preparation & Restoration Type III	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

SECTION 02900
UTILITY FIELD ADJUSTMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Work consists of providing water and sewer utility grade adjustments as required for coordination of the city of Harrisonburg, VA annual pavement resurfacing program.

PART 2 – PRODUCTS

A. All material shall conform to the City of Harrisonburg, Virginia Design and Construction Standards Manual, latest edition.

PART 3 – EXECUTION

3.01 GENERAL

A. The contractor shall provide all materials (except as specified otherwise), equipment and labor as necessary to complete the following water and sewer utility adjustments in coordination with the City of Harrisonburg, VA, annual repaving schedule:

1) Manhole adjustments with extension rings
2) Valve box adapter adjustments with extension rings
3) Manhole adjustments by rebuild
4) Valve box adjustments by rebuild

B. The City of Harrisonburg Department of Public Utilities shall provide all castings to be received by the contractor at the Water and Sewer Operation Center, (2155 Beery Road, Harrisonburg, VA). The contractor shall be responsible to obtain a materials authorization from the city job site representative and then to transport the material to the site upon appropriate written requisition / material receipt.

C. The contractor shall return (to the same operations) center all casting material removed from the field. In addition, the contractor shall return any balance of materials received from the owner but not used in the field, otherwise, the contractor shall be subject to replacement charges against the contract.

D. The contractor shall be responsible to protect all existing facilities, which have been identified and located within the paving area. In the event of such damage, the city will provide the materials at a charge against the contract equal to material cost. The contractor shall make the repair at no additional charge to the owner; the contractor shall receive payment for the scope of work required if the facility had not been damaged.

To facilitate the contractor with locations, Appendix C includes itemization of maps of valve boxes and manholes. In addition, a city representative shall be available to review and locate the work at a sufficient time preceding commencement of the actual work.

E. During the period between completion of the utility work and the completion of paving work, the contractor shall maintain traffic safety as directed by the most current edition of the Work Area Protection Manual.

F. The final product shall be:

1) Completely visible.
2) Accessible through the lid.
3) Absent of movement or rattle to traffic.
4) Flush to minus ¼ inch with the final pavement surface.

5) Clean and free of dirt, gravel and tar on the seats.

3.02 MANHOLE ADJUSTMENTS WITH EXTENSION RINGS

A. Manhole extension rings shall be used only where approved by the city representative.

B. Extension rings (to be provided by the city) shall be 1 ½ or 2 inches in height.

C. The maximum number of stacked extension rings shall be three (3). If scenario exceeds maximum, revert to "Adjustment by Rebuild".

D. Payment for this work shall be included in the tonnage cost of asphalt.

3.03 VALVE BOX ADAPTER ADJUSTMENTS WITH EXTENSION RINGS

A. Valve box extension rings shall be used only where approved by the city representative

B. Castings to be provided by the city shall include as necessary:

1 inch by 6 inch Valve Box Adapters
1 ¾ inch by 6 inch Valve Box Adapters
1 ¾ inch by 12 inch Valve Box Adapters
¾ inch Valve Box Raising Rings
Valve Box Lids

C. For all ring / adapter installations, the adapter must penetrate the box a minimum of 2 inches below the original lid seat.

D. The contractor shall be responsible to make all field cuts to adapters, which are too long for shallow depth valves.

E. The contractor shall be responsible for cutting the asphalt around the valve box adapter, removing adapter, installing necessary riser rings, reinstalling adapter to grade of asphalt overlay, and backfilling cut area with asphalt.

F. Payment for this work shall be included in the tonnage cost of asphalt.

3.04 MANHOLE ADJUSTMENTS BY REBUILD

A. Manhole adjustment shall be made by rebuild procedures only upon authorization by the city representative. In general, rebuild will be authorized when:
1) Extension rings exceed the maximum allowance of three (3).
2) The existing frame type fails to meet city standards.
3) The existing frame is structurally or functionally defective.
4) The proposed paving crown dictates the use of rebuild procedures to provide an acceptable product.

B. Castings (provided by the city) shall be set in quick set, non-shrinking grout. Existing concrete and/or masonry bearing surface shall be cleaned of all loose or foreign materials and wetted prior to grout placement.

C. Height adjustments shall be made using grouted bricks, brick pavers, solid blocks or concrete adjustment rings (donuts). Concrete adjustment rings shall be provided only at the discretion of the city and shall not exceed 12 inches maximum total stacked height.

For existing conditions where adjustment rings exceed the 12 inch maximum, the condition shall be grandfathered with the use of extension rings and shall therefore not require remediation for sole purpose of reducing donuts.

D. The frame to cone joint shall receive a trowel type finish of the grout on the interior. All grout, which falls into the manhole, shall be removed. Exterior exposed masonry and joint interface to be coated with approved bitumastic.

E. Upon installation, the excavation shall be backfilled with 21 A stone to subgrade stone. Asphalt shall be used to match existing surface finish depth, however, not less than 4 inches minimum. For protection of traffic safety, asphalt shall be tapered to meet specification Section 02701.

F. All ancillary work, which is necessary for the manhole itself, should be brought to the attention of the city representative. This work is not included in the scope of the bid.

G. Payment unit shall be for all material, equipment and labor to raise one manhole.

3.05 VALVE BOX ADJUSTMENT BY REBUILD

A. Valve box adjustments shall be made by rebuild procedures only upon authorization by the city representative. In general, rebuild will be authorized when:
1) Adapters fail to penetrate the box top with a minimum 2-inch requirement.
2) The existing valve box fails to meet city standard slide type unit.
3) The existing valve box is structurally or functionally defective.
4) The proposed paving crown dictates the use of rebuild procedures to provide an acceptable product.
5) The valve nut cannot be accessed with a valve wrench for purpose of opening or closing the valve.

B. Castings (provided by the city) shall be installed not to transmit loads on the valve.

Castings to be available include:
1) 10 ½ inch Valve Box Tops
2) 15 ½ inch Valve Box Tops
3) Valve Box Bottoms
4) Valve Box Lids

C. To avoid loads on the valve, a 4-inch minimum of 21 A stone beneath bricks shall be used to transmit loads from the brick to the soil. The brick shall transmit load from the box to the stone; 4 bricks shall be provided for equal and level adjustment. The same principle shall be used at the bottom of the valve box top.

D. No extension material shall be used when a rebuild procedure is made.

E. The contractor shall be responsible for field cuts necessary on shallow valve installations; only the valve bottom casting shall be cut. Under specific circumstances of shallow depth, it may be necessary to use only a top section, thus abandoning the bottom. Such application must be approved by the city representative.

F. Upon installation, the excavation shall be backfilled with 21 A stone to subgrade stone. Asphalt shall be used to match existing surface finish depth, however, not less than 4 inches minimum. For protection of traffic safety, asphalt shall be tapered to meet specifications Section 02701.

G. Remediation of leaking valves and adjustments to valves exceeding 5 feet depth require ancillary work not included in the scope of the bid. This work shall be brought to the attention of the city representative for resolution.

H. Payment unit shall be for all material, equipment and labor to raise one valve box.