



CITY OF DANVILLE, VIRGINIA  
DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

FOR CONSTRUCTION OF  
**CONSTRUCTION OF PERIMETER FENCING  
FOR EXPANSION OF BUS PARKING LOT**

Under

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Project Plans approved dated March 18, 2019	VDOT Road & Bridge Specifications dated 2016
VDOT Supplemental Specifications dated 2018	VDOT Road & Bridge Standards dated 2016

**Identified by**

IFB No.	<b>18-19-087</b>
FTA GRANT NO.	<b>VA-2018-034</b>
DRPT PROJECT NO.	<b>42019-36</b>
CFDA NO.	<b>20509</b>

**March 2019**

Prepared by the Office of the City Engineer

DANVILLE, VIRGINIA

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# **VOLUME I - NOTICE TO BIDDERS**

## NOTICE TO BIDDERS

### **Bids open April 17, 2019 at 2:00 p.m.**

Dated March 19, 2019

General work description: Construct coated chainlink perimeter fencing, manual slide gate, and restoration.

The City of Danville (the City) will receive sealed bids for construction of CONSTRUCTION OF PERIMETER FENCING.

### **Invitation for Bid No. 18-19-087**

Statement of Financial Assistance: This contract is subject to a financial assistance contract between the Commonwealth of Virginia and the United States Department of Transportation ("U.S. DOT").

It is the policy of the U.S. DOT that Disadvantaged Business Enterprises (DBEs), as defined in 49 C.F.R. pt. 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal funds under this Contract. Consequently, the DBE requirements of 49 C.F.R. pt. 26 apply to this Contract.

The Contractor must obtain licensure in the Commonwealth of Virginia in accordance with the requirements of Title 54.1, Chapter 11, of the Code of Virginia (1950), as amended.

Prevailing wages in compliance with the Davis-Bacon Act are REQUIRED to be paid on this Contract. The wage rates to be used are included in the contract special provisions.

### **Complete the work in 45 days following the effective Notice to Proceed date.**

A non-mandatory prebid conference (project showing) will convene at

Mass Transit Administrative Building  
1002 South Boston Rd., Danville, Virginia, 24540

April 5, 2019 at 2:00 p.m.

The purpose of the conference is for Bidders to familiarize themselves with the work and existing conditions and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of the drawings and project manual will be made. Conflicts in documents, if any, will be resolved by written addendum.

### **The City will receive bids until 2:00 p.m. local prevailing time on the bid open date at 427 Patton Street, Room 304, Danville, Virginia, 24541. Bids received after this time will not be accepted.**

The City will open and publicly read aloud the bids at the above location immediately after the specified closing time.

Submit your bid with proposal guaranty (bid bond, certified check, or cash escrow) equal to at least 5% of the bid.

The City reserves the right to reject any or all bids and to waive any irregularities or informalities in the bidding.

An agreement will be presented to the Contractor for signature within 90 days after opening of bids if contract is to be awarded.

The procedure for withdrawal of bids due to error shall be according to Virginia Administrative Code §2.2-4330.

### **Electronic copies of the Project Plans and Special Provisions for this project may be obtained from the City's Bid Postings website and physical copies will be provided to prospective bidders following written request.**

City of Danville  
J. Gary Via, CPPO  
Director of Purchasing

**COPY OF BID ITEM LIST**

Note: Estimated Quantities provided for comparison purposes only and may not be all inclusive of the work depicted in the bid documents. The bidder is responsible for estimating all quantities associated with the bid.

ITEM NO.	ITEM CODE	SPEC NO.	DESCRIPTION OF WORK	SCHED QTY	UNIT
<b>SCHEDULE 01</b>					
01	25570	ATTD	NS CONTRACT MANUAL SLIDING SECURITY GATE	1.00	LS
02	25600	ATTD	NS FENCE 8' SECURITY FENCE	360.00	LF

## DIVISION I

### SECTION 100-AMENDMENTS TO CITY STANDARDS

The amendments contained herein supersede the “City of Danville Standard Requirements and Instructions for Bidding”, Version 2.0 Dated April 2, 2015, which is incorporated in Division II.



#### 1.1 DEFINITIONS

**In 1.1 replace the first sentence with:**

The following terms and expressions used in the Standard Requirements and Instructions for Bidding shall be understood as follows:

**In 1.1.13 replace instances of the word “Contractor” with:**

Engineer

**After 1.1.15 add:**

1.1.16 LAP Manual: The current edition of the VDOT Locally Administered Projects Manual found at [http://www.virginiadot.org/business/locally\\_administered\\_projects\\_manual.asp](http://www.virginiadot.org/business/locally_administered_projects_manual.asp)



#### 1.2 BIDDER ELIGIBILITY

**Replace 1.2.5 with:**

Contractors or bidders are not required to possess a Contractor’s license at the time of bid; however, prior to award, the Contractor shall possess a Class "A" Contractor's license on contracts exceeding one hundred twenty thousand dollars (\$120,000) and Class "B" registration on contracts exceeding ten thousand dollars (\$10,000). For further information on obtaining licensure and registration, contact the Board for Contractors, Virginia Department of Professional and Occupational Regulation (804-367-8500).



#### 1.3 BID SUBMITTAL

**In 1.3.2-a. replace “shown on page one of the bid invitation” with:**

specified in the Contract Documents

**In 1.3.2-b. replace “indicated on page number one (1) of the bid invitation” with:**

specified in the Contract Documents

**Replace 1.3.3.d with:**

In resolving conflicts between the Contract Documents and federal, state, and local laws, codes, regulations, ordinances, orders, rulings, and the like, the stricter shall prevail.

In resolving conflicts in the Plans and technical specifications of the Work, the order of highest precedence is established as follows:

1. Federal Laws/Regulations/Guidance/Required Provisions
2. The 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), Revisions No. 1 and 2 Incorporated, dated May 2012 and including the Virginia Supplement

3. The 2011 Edition of the Virginia Work Area Protection Manual, Revision 1 dated April 1, 2015.
4. The Virginia Erosion & Sediment Control Handbook (VESCH)
5. Contract Change Orders.
6. Work Change Directives
7. Modifications to the Agreement
8. The Agreement.
9. Addenda, with those of later date having precedence over those of earlier date.
10. Amendments to the City of Danville Standard Requirements and Instructions for Bidding. (Division I)
11. The City of Danville Standard Requirements and Instructions for Bidding. (Division II)
12. General Conditions and Supplemental General Conditions (Division III, Section 300)
13. Technical Specifications (Division IV), SPCNs, SPs, and Bid Item Sheets (Volume I, Division IV)
14. The Plans
15. VDOT Supplemental Specifications (SS) and Supplemental Drawings
16. Other referenced manuals and guidance (such as the LAP Manual)
17. The VDOT 2018 Supplement to the 2016 Standard Specifications
18. The VDOT Road and Bridge Standards and Specifications (2016 and revisions)

Figure dimensions on drawings shall be given precedence over scaled dimensions. Detailed drawings shall be given precedence over general drawings.



### 1.4 AWARD CRITERIA

**In 1.4.1 replace “sixty (60)” with:**

ninety (90)

**Replace 1.4.5 with:**

- 1.4.5 In accordance with 49 USC 5325(j), the City will consider such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources in the determination of Award.

**Add 1.4.6 as follows:**

- 1.4.6 Veterans Employment

In accordance with 49 USC 5325(k), the City will give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC 2018) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Add 1.4.7 as follows:**

- 1.4.7 The City reserves the right to seek clarification and to request additional information from any bidder or offeror before making an award.



### 1.7 BONDS, INSURANCE, ETC.

**Following 1.7.3.h add:**



- i. Certificates of insurance shall show the solicitation (IFB) number, title, State/DRPT project number, and CFDA number.

## 1.8 MATTERS OF LAW

**In 1.8.1.a delete “negotiating,” in the first sentence.**

**In 1.8.1.a replace “negotiation” with “agreement” in the third sentence.**

**Add after 1.8.3 the following:**

### 1.8.4 Title VI

Whereas the City of Danville (the City) is a subrecipient to the Virginia Department of Rail and Public Transportation (DRPT) of Federal funding from the United States Department of Transportation Federal Transit Administration (the Department) and a recipient of State funding from DRPT, the City must provide notice in this Contract that the City is obligated to comply with provisions under a grant agreement and regulations relating to nondiscrimination.

The City, its assignees, and successors in interest hereby gives notice to the Contractor of its obligations under the aforementioned agreement and regulations further explained below.

a. Compliance with Regulations: The City shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (U.S. DOT), 49 C.F.R. pt. 21, as amended (“Regulations”).

b. Nondiscrimination: The City, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the City for work to be performed under a subcontract, including procurements of materials, leases, or equipment, each potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

d. Information and Reports: The City shall provide all information and reports developed as a result of or required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FTA, as appropriate, and shall set forth the efforts it has made to obtain this information.

e. Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such Agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the City under the Agreement until the City complies; and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

f. Incorporation of Provisions: The City shall include the requirements of paragraphs a through f in every subcontract (making clear that the requirements on the City are in turn required of all subcontractors), including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The City shall take such action with respect to any subcontract or procurement as the Department or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the City must immediately notify the Department so that steps can be taken to protect the interests of the Department and the United States.

g. The Contractor agrees to comply with the requirements listed above and to require the same of its subcontractors.

**In 1.8.10, add:**

All contract requirements included in the prime contract shall be incorporated into any subcontract agreement. All subcontract agreements shall be made available to the City for examination upon request.



**1.9 SPECIFICATIONS AND PRODUCT DESCRIPTION**

**In 1.9.1 delete the last sentence.**



**1.11 COMPLETION SCHEDULE**

**Replace 1.11.1.a with:**

j. The completion date or the time of completion of this project shall be as specified in the Contract Documents.

**Replace 1.11.2.a. with:**

a. The City shall be authorized to assess liquidated damages against the Contractor in an amount equal to that which is established in the Contract Documents in accordance with Section 108.06 of the Standard Specifications or as amended in the Contract Documents.

**Delete Section 1.11.2.b.**



**1.12 TRAFFIC CONTROL**

**Replace 1.12.1 with:**

The method of controlling the traffic passing through a work zone and all traffic control and street closed signs and barricades shall be in accordance with the State and Federal *Manual on Uniform Traffic Control Devices* (2009 Edition, Revisions 1 & 2 dated May 2012), the *Virginia Work Area Protection Manual* (2011 Edition, Revision 1 dated April 1, 2015), and the Plans. The Contractor shall not close or excavate within the right-of-way of a street or alley without obtaining the approval of and any required permits from the City. The Contractor shall report planned lane closures and other planned traffic control modifications to the Engineer at least one (1) working day prior to proceeding. The Engineer or Project Manager shall specify the format and reporting requirements at the pre-construction conference.



### 1.14 PROGRESS OF WORK

**Replace 1.14.2.b with:**

The Contractor shall submit a written progress schedule narrative as well as a tabular or bar chart type schedule showing the major work activities on a timeline. These shall be updated as determined by the Engineer or with each request for payment.

**Replace 1.14.3 with:**

The Contractor shall include in his bid price the placing and furnishing of all materials, labor, tools, equipment, traffic control, and incidentals necessary to complete the work in accordance with the Contract Documents and in accordance with the VDOT 2016 Road & Bridge Specifications and the VDOT 2016 Road and Bridge Standards.

**In 1.14.5.g replace “rainfall” with “all potential hazards.”**

**Delete 1.14.6.a.**

**Replace 1.14.6.b with:**

The Contractor shall provide construction surveying or field layout as specified in the Contract Documents. The City will not be responsible to provide surveying.

**Replace 1.14.7 with:**

1.14.7 Working Hours

- a. Working hours shall be 7:00 a.m. to 5:00 p.m. local time. Work outside these hours shall be requested by the Contractor at least one working day in advance and will be approved at the discretion of the Engineer.
- b. Lane closures shall not be permitted between 5:00 p.m. Friday and 5:00 p.m. Sunday (local time) unless approved in writing by the Engineer.

**Replace 1.14.8 with:**

1.14.8 Use of Explosives

The use of explosives and blasting will not be allowed.



### 1.15 REMUNERATION

**Replace 1.15.3.a with:**

- a. Except as hereinafter provided, the City will pay within 45 days of the City's receipt, all complete applications for payment submitted by the Contractor. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month. The Contractor shall submit requests for payment on the forms and in the format the Project Manager prescribes. The request shall be accompanied by all required submittals and documentation including, but not limited to: updated schedules, Buy America certifications, mill test reports, product invoices, erosion and sedimentation control and traffic control inspection forms, quality control documentation, and copies of materials tickets all as required by the Contract.

**Replace 1.15.3.d. with:**

- d. Retainage will not be withheld by the City except for cause. Cause shall be determined by the Engineer and may include (but not be limited to) failure to submit required documents or unsatisfactory work progress and other repetitive failures to deliver contract requirements. To the extent required by Subsection 11-56.1 of the Code of Virginia, 1950, as amended, the Contractor shall be given the option to use an escrow account procedure for utilization of such retainage funds as described in that Code section. He may indicate his desire to use this procedure in the space provided on the bid proposal form.

**In 1.15.3.f, delete the word “the”.**



### **1.16 TERMINATION/STOPPAGES, ETC.**

**In 1.16.3.a, replace the word “insure” with “ensure”.**



### **1.17 WORK CHANGES**

**In the first sentence of 1.17.6, replace “[t]he contract time will” with “[t]he contract time may”.**



### **1.19 ENVIRONMENTAL PROTECTION**

**In the third sentence of 1.19.9, delete “as described in § 01565”.**

**In 1.19.11, delete the phrase “Subpart B”.**



### **1.20 EROSION CONTROL**

**Replace 1.20 with:**

1.20 Erosion Control

1.20.1 Comply with all laws, regulations, guidance, and as specified in the Contract.



### **1.21 FEDERAL-AID CONTRACT PROVISIONS**

**Add Section 1.21 as follows:**

1.21 Federal-Aid Contract Provisions

#### **1.21.1 FLY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to

include the requirements of this section in all subcontracts that may involve international air transportation.

## 1.21.2 CARGO PREFERENCE REQUIREMENTS

### **Cargoes Procured, Furnished, or Financed by the United States Government**

(a) Definition.-In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least 50 percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers.-The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

- (1) Declaring the existence of an emergency justifying a waiver; and
- (2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies.-

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than \$25,000 for each

violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo.-

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins.

The contractor agrees—

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

(Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

**1.21.3 ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

**1.21.4 BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

**1.21.5 LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] –

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City.

**1.21.6 ACCESS TO RECORDS AND REPORTS**

The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

FTA does not require the inclusion of these requirements in subcontracts.

#### **1.21.7 FEDERAL CHANGES**

Notice: The Contractor is hereby notified that:

- (a) Federal requirements that apply to the Department and the City's Award of Federal funds and the accompanying Underlying Agreement and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the City's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and
- (b) Applicable changes to those federal requirements will apply to the City, the Contractor, and all subcontractors.

#### **1.21.8 RECYCLED PRODUCTS**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

#### **1.21.9 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

(a)

(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this



section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)

(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records-

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual

wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or sub-contractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees-

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility –

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the contractor's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii)

(a) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department or City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number  
 (a)(1)(ii)(B) 1215-0140  
 (a)(1)(ii)(C) 1215-0140  
 (a)(1)(iv) 1215-0140  
 (a)(3)(i) 1215-0140, 1215-0017  
 (a)(3)(ii)(A) 1215-0149  
 (c) 1215-0140, 1215-0017



[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

#### **1.21.10 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

##### (1) Overtime requirements

No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

##### (2) Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

##### (3) Withholding for unpaid wages and liquidated damages

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

##### (4) Subcontracts

The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **1.21.11 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying

contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

#### **1.21.12 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

#### **1.21.13 TERMINATION**

In addition to, and without invalidating, the provisions described in Section 1.16 of the City of Danville's Standard Requirements and Instructions for Bidding, version 2.0 dated April 2, 2015 ("the Standard Requirements") as amended by this contract, the following provisions apply:

- (1) Termination for Convenience: The City of Danville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Danville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Danville, the Contractor will account for the same, and dispose of it in the manner the City of Danville directs.
- (2) Termination for Default [Breach or Cause]: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Danville may terminate this contract for default. Termination shall be effected by serving a notice of termination on

the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Danville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Danville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- (3) Opportunity to Cure: The City of Danville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City of Danville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within (10) days (or as otherwise set forth in the Standard Requirements, whichever is stricter) after receipt by Contractor of written notice from City of Danville setting forth the nature of said breach or default, City of Danville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Danville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (4) Waiver of Remedies for any Breach: In the event that City of Danville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Danville shall not limit City of Danville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- (5) Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Danville may terminate this contract for default. The City of Danville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if—

- (a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City, acts of another Contractor in the performance of a contract with the City, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) the contractor, within 10 days (or as prescribed in the Standard Requirements, whichever is more restrictive) from the beginning of any delay, notifies the City of Danville in writing of the causes of delay. If in the judgment of the City of Danville, the delay is excusable, the time for completing the work shall be extended.

The judgment of the City of Danville shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

#### **1.21.14 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

Suspension and Debarment:

This contract is a covered transaction for the purposes of 2 CFR 180 and 2 CFR 1200. As such, the contractor is required to verify that none of the contractor, its principals or affiliates, as defined at 2 CFR 180, Subpart I, are excluded or disqualified as defined at 2 CFR 180, Subpart I.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Danville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Danville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **1.21.15 PRIVACY ACT**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

#### **1.21.16 CIVIL RIGHTS REQUIREMENTS**

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the

Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **1.21.17 ADA ACCESS REQUIREMENTS**

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**1.21.18 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The state goal for participation of Disadvantaged Business Enterprises (DBE) is 5.3%. **A separate contract goal has not been established for this procurement.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Danville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Danville. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the City of Danville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Danville.

**1.21.19 RECYCLED PRODUCTS**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

The contractor also agrees to include these provisions in each subcontract.

**1.21.20 VETERANS EMPLOYMENT**

As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its subcontractors:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### **1.21.21 CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.21.22 CLEAN WATER**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.21.23 INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Danville requests which would cause City of Danville to be in violation of the FTA terms and conditions.

**DIVISION II**

**SECTION 200-CITY STANDARD REQUIREMENTS FOR BIDDING**

**CITY OF DANVILLE**

**Purchasing Department**

NOTE: AMENDMENTS DESCRIBED IN  
DIVISION I MODIFY AND SUPERSEDE THIS  
DOCUMENT.

**STANDARD REQUIREMENTS  
&  
INSTRUCTIONS FOR BIDDING**

Version 2.0

April 2, 2015



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## 1.0 STANDARD REQUIREMENTS & INSTRUCTIONS FOR BIDDING

### 1.1 DEFINITIONS

The following terms and expressions used in this document shall be understood as follows:

1.1.1 Wherever the word "City" or "Owner" is used, it shall be understood to mean the City of Danville, Virginia.

1.1.2 Wherever the word "Contractor" is used, it shall be understood to mean the party engaged to perform all work described herein.

1.1.3 Wherever the word "Engineer" is used, it shall be understood to mean the City Engineer, or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.

1.1.4 Wherever the word "Subcontractor" is used, it shall be understood to mean persons, firms, or corporations having a direct contact with the Contractor, and including those who furnish materials worked to a special design in accordance with the plans and specifications, but not including those who merely furnish materials not so worked.

1.1.5 Wherever the word "Addenda" is used, it shall mean written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.

1.1.6 Wherever the word "Agreement" is used, it shall mean the written agreement between the City and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.1.7 Wherever the word "Bid" is used, it shall mean the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.1.8 Wherever the word "Shop Drawings" is used, it shall be understood to mean all drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

1.1.9 Wherever the word "Specifications" is used, it shall be understood to mean those portions of the Contract Documents consisting of written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.10 Wherever the word "Supplier" is used, it shall be understood to mean a manufacturer, fabricator, supplier, distributor, materialman, or vendor.

1.1.11 Wherever the word "Work" is used, it shall be understood to mean the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.1.12 Wherever the word "Plans" or "Drawings" is used, it shall be understood to mean the Contract Plans, accompanying the specifications and such detail and supplementary drawings as may be furnished from time to time. Plans may be included as part of the specifications. Therefore, the Contractor is directed to familiarize himself with the contents of the complete contract documents.

1.1.13 Wherever in the specifications or upon the drawings the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirement, or permission of the Contractor is intended and similarly the words "approved", "satisfactory", or words of like import, shall mean approved or acceptable or satisfactory to the Contractor.

1.1.14 Whenever the word "Contract" or "Contract Documents" is used, it shall mean and include Invitation for Bids, Bid Proposal, Agreement between City and Contractor, General Conditions, Payment Bond, Performance Bond, Notice of Award, Notice To Proceed, Addenda, Change Orders, Technical Specifications, with all amendments, modifications, and supplements issued on or after the Effective date of the Agreement.

1.1.15 The term "Standard Specification" shall mean Road and Bridge Specifications, Virginia Department of Transportation, current edition, with all amendments.

## 1.2 BIDDER ELIGIBILITY

1.2.1 Bidders are required to submit evidence that they have practical knowledge of the particular work bid upon and that they have the financial resources to complete the proposed work. Failure on the part of any Bidder to carry out previous contracts satisfactorily, or lack of experience or equipment necessary for the satisfactory and timely completion of this Project, may be deemed sufficient cause for disqualification of said Bidder.

1.2.2 The Bidder must readily and independently document that the Bidder possesses the experience, equipment and financial resources necessary for a timely and professional completion of this project.

1.2.3 The object of any Request For Qualifications is to make it possible for the City to have exact information on the financial ability, equipment owned, and experience of the Bidder in order to reduce the hazards involved in awarding contracts to parties apparently not qualified to perform them, and to select those Bidders qualified to properly complete the Work.

1.2.4 Bids will only be accepted from manufacturers, authorized distributors, dealers, or contractors who are actively engaged in the sale, manufacture, or type of construction of the item(s) called for in the bid. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City. Where an installation or assembly is to be performed by a subcontractor, the bidder must name the subcontractor, and the City reserves the right to determine whether the named subcontractor is fit and capable to perform the required work. If City, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, it may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. Any Subcontractor, other person, or organization so listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City. This does not remove responsibilities for said Subcontractors, suppliers, etc., to comply with the Contract Specifications. The Contractor shall not be required to employ a Subcontractor, other person, or organization against whom he has reasonable objection. The City reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract. The City's decision as to qualifications of the Bidder shall be final.

1.2.5 Under § 54.1-1100 to 54.1-1117 of the Code of the Commonwealth of Virginia, the Contractor shall possess a Class "A" Contractor's license on bids exceeding one hundred twenty thousand dollars (\$120,000.) and Class "B" registration on bids exceeding ten thousand dollars (\$10,000.). For further information, contact the Board for Contractors, Virginia Department of Professional and Occupational Regulation (804-367-8500).

### 1.3 BID SUBMITTAL

#### 1.3.1 EXAMINATION OF SITE AND PROJECT INFORMATION

a. Bidders shall investigate and inspect the sites of the Work contemplated before preparing their Proposals in order to acquaint themselves as to the actual nature, character, conditions, quality requirements of the Work, subsurface conditions, and accuracy of estimated quantities.

b. All information given on the drawings or in the contract documents relating to existing subsurface and surface conditions and other structures is from the best sources at present available to the City. All such information is furnished only for the information and convenience of the Bidders.

c. It is agreed and understood that the City does not warrant or guarantee that the existing conditions or other structures encountered during the construction will be the same as those indicated on the drawings or in Contract Documents. The Bidder must be satisfied regarding the character, quantities and conditions of the various materials and the work to be done.

d. It is further agreed and understood that the Bidder will not use any of the information made available or obtained in any examination in any manner as a basis or ground of claim or demand of any nature against the City or Engineer arising from or by reason of any variance which may exist between the information offered and the actual conditions, materials, or structures encountered during the Work, except as may otherwise be provided for in the Contract Documents.

#### 1.3.2 BID PREPARATION

a. Bid proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned bids will not be accepted. No bid may be considered if received after the time shown on page one of the bid invitation. Contractors are expected to examine all instructions, specifications of the bid invitation, drawings, sites, installations, etc. Failure to do so will be at the Contractor's risk. Erasures or other changes must be initialed by the person signing the bid.

b. Envelopes containing bids must be sealed and marked in the lower left hand corner with the invitation number, project title, and submitted to the office indicated on page number one (1) of the bid invitation.

#### 1.3.3 INTERPRETATION

a. If any person contemplating the submission of a bid is in doubt as to the true meaning of any part of the Invitation For Bid or other documents, he should submit a written request for an interpretation thereof to the Director of Purchasing or the Engineer. An interpretation of the bid invitation document will be made only by written addendum issued to each potential bidder. The City will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith.

b. All notices, requests, instructions, approvals, and proposals, must be in writing.

c. If during performance of the project, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall so report to the Engineer in writing at once before proceeding and shall obtain a written interpretation or clarification from the Engineer.

d. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instruction to Bidders, Standard Requirements & Instructions for Bidding, Proposal and Specifications/Drawings. Figure dimensions on drawings shall govern over scale dimensions and detailed drawing shall govern over general drawings.

#### 1.3.4 IRREGULAR BID PROPOSALS

Bid proposals shall be considered irregular for the following reasons:

- a. If the bid is on a form other than that furnished by the City, if the City's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind, which make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the bid does not contain a unit or lump sum price for each pay item listed in the proposal.
- d. If the bid contains unit or lump sum prices that are obviously unbalanced.
- e. If the bid is not accompanied by the proposal guaranty specified by the City.

#### 1.3.5 WITHDRAWAL OF BID DUE TO ERROR

- a. A bidder for a City 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 therein, provided the bid was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the 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.
- b. The bidder shall give notice in writing of his claim of the right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

#### 1.3.6 DISQUALIFICATION OF BIDDER

A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in §1.2 "Bidder Eligibility" and § 1.3 "Bid Submittal."

### 1.4 AWARD CRITERIA

1.4.1 Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid opening date.

1.4.2 The award will be made to the lowest responsible and responsive bidder whose proposal conforming to the invitation will be most advantageous to the City, price and other factors considered such as completion time, fiscal stability of the bidder, prior experience in the type of work called-for in the Invitation, management resources, owned, service, resale value, etc.

1.4.3 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.4.4 After notice from the City, the successful bidder has ten (10) days to enter into a contract or forfeit as liquidated damages the security deposit. By executing the contract, the Contractor certifies that he has reviewed the Contract Documents and the project area and accepts the conditions of each (See Appendix A, Sample Contract).

#### 1.4.5 ~~NEGOTIATION~~

~~In the event the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within available funds. The procedures for such negotiations shall be as follows:~~

~~a. City, Engineer, and apparent low bidder together will review the project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the project.~~

~~b. Apparent low bidder will present reasonably documented and substantiated proposed deductions in project cost for each potential project change, which will allow City to evaluate each proposed deduction.~~

~~c. The parties will attempt to negotiate and sign a reasonable contract for the entire project, the price of which does not exceed available funds.~~

### 1.5 GUARANTY

1.5.1 The Contractor shall guarantee that all the materials used and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the City.

1.5.2 Any defects in the completed work or failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the City are caused by or due to the use of materials, skill, or workmanship not in compliance with the said plans, specifications, and instructions, that may appear in the work within a period of twelve (12) months after acceptance by the City shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans, and instructions. The Contractor in this event, shall at his own expense, at such time and in such manner as the Engineer may direct, repair or take up and reconstruct any such defective work, in full compliance with the original specifications, plans, and instructions.

The repairs required to be made by the Contractor shall extend only to making good any inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident from circumstances over which the Contractor has no control.

1.5.3 All direct, indirect and consequential costs of the City in exercising such rights and remedies will be charged against the Contractor and will be deducted from any monies due the Contractor.

1.5.4 The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the City of the City's rights and remedies hereunder.

### 1.6 COVERED WORK

1.6.1 If any Work is covered contrary to the written directive of the Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense. If required by the Engineer, the Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Engineer, remove it from the site and replace it with non-defective work. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. Upon failure of the Contractor to correct the deficiency within a reasonable time, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency and deduct the costs from any monies due the Contractor.

1.6.2 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, shall uncover, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, Contractors, attorneys, and other professionals), and the City shall be entitled to an appropriate decrease in the contract price. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

## 1.7 BONDS, INSURANCE, ETC.

### 1.7.1 BONDS

a. Each bidder shall enclose in his bid package, a bid bond issued by a surety licensed to do business in Virginia in the amount of five percent (5%) of his bid total. A bank certified check will be accepted in lieu of the bid bond.

b. The successful Contractor shall be required to provide performance and labor & materialman's bonds in the amount of one hundred percent (100%) of the contract price.

### 1.7.2 INDEMNIFICATION

a. The Contractor shall indemnify the City, its agents, officers, and employees against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out to the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at Contractor's own costs and expense, any additional kinds and amounts of insurance that, in Contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

b. The Contractor shall, at his own expense, appear, defend, and pay all charge of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, building, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work. Contractor will be responsible to reimburse City for cost incurred for damages caused by the Contractor's negligence or non-compliance with contract requirements.

e. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected or on account of the weather, or similar causes.

f. The Contractor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

### 1.7.3 INSURANCE

The Contractor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive  
Premises--Operation  
Products/Completed Operations Hazard  
Contractual Insurance  
Underground Hazard  
Explosion & Collapse Hazard  
Independent Contractor and Subcontractor  
Broad Form Property Damage  
Personal Injury



c. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles  
Non-owned Vehicles  
Hired Vehicles

d. Umbrella Policy: At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

e. The Contractor, at his cost, shall effect and maintain in the names of the City, the Engineer and the Contractor, fire, vandalism and extended coverage insurance (or all-risk, builder's risk insurance if approved by the City), upon the entire structure or structures on which the work of this Contract is to be done and upon all material in or adjacent thereto and intended for use thereon to one hundred percent (100%) of the Contract amount. Such insurance may include a deductible provision if the City consents to such provision; however, the Contractor in such case will be liable for paying to the City the amount of such deduction whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the City as Trustee for whom it may concern. Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

f. All policies shall name the City of Danville, its officers, agents, and employees as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto) which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

g. The insurance required by this Article shall include contractual liability insurance applicable to the Contractor's obligations under §1.5.

h. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his contract "Subcontractor's Insurance" of the type and in the same amounts as specified in the preceding schedule or (2) insure the activities of his subcontractors in his own policy.

## 1.8 MATTERS OF LAW

### 1.8.1 AUTHORITY

a. The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every invitation to bid, purchase order, or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiation, or in any way obligate the government of the City of Danville for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

b. This procurement process, including withdrawal of bids and appeals or protests, is governed by the "Procurement Code of the City of Danville, Virginia". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, PO Box 3300, Danville, Virginia 24543. The City of Danville does not discriminate against faith based organizations.

### 1.8.2 ENFORCEMENT

This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefor shall lie in the City of Danville, Virginia.

### 1.8.3 EQUAL EMPLOYMENT

During the performance of the contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

d. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

f. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

### 1.8.4 NON-APPROPRIATION

In the event that sufficient funds are not appropriated by the Council of the City of Danville, Virginia; or, if appropriated, are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to the City by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after the City's first fiscal year; the City may, without breach, upon prior written notice to Contractor, terminate the contract in whole or in part.

### 1.8.5 NOVATION

The Contractor shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Agreement without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City. Assignment or Novation of the Agreement shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Agreement is subject to a prior lien for labor performed, services rendered and materials, tools, and equipment supplied for the performance of the work under the Agreement in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

### 1.8.6 OBSERVANCE OF LAWS

The Contractor at all times shall observe and comply with all Federal, State, and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.

#### Federal Immigration Reform and Control Act of 1986

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

#### Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### 1.8.7 PATENTS

The Contractor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

### 1.8.8 PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or pay any fees required by the City of Danville or Commonwealth of Virginia to include

securing a City of Danville business license. For further information, contact Commissioner of Revenue's office at (434) 799-5145.

Excavation Permit Required:

Section 35.9 of the City Code requires any contractor digging or excavating in the street right-of-way to obtain an Excavation Permit prior to performing any work.

Application for the permit shall be made with the City Engineer. The fee for this permit will be paid for by the City. Surety and insurance requirements will be satisfied with the bond and insurance posted with the project's contract.

City of Danville Business License:

The successful bidder and all subcontractors working on this project are required to hold a valid City business license when they begin work. This license shall be obtained from the Commissioner of Revenue at 311 Memorial Drive, Danville, Virginia.

#### 1.8.9 DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

Provide a drug-free workplace for the contractor's employees

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.

State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### 1.8.10 SUBCONTRACTS

No proposed subcontractor shall be disapproved by the City except for cause. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

#### 1.9 SPECIFICATIONS AND PRODUCT DESCRIPTION

1.9.1 When brand names, model numbers, trade names, catalog numbers, or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with information concerning the style, type, or kind of article desired and a bidder may offer an article which he certifies to

be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The City shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

1.9.2 After the execution of the Contract, substitution of equipment other than those named in the Contract will be considered for one reason only:

That the equipment or material proposed for substitution is equal or superior in construction, efficiency, durability or maintenance to that named in the contract.

1.9.3 To receive consideration, the Contractor's request for substitution must be accompanied by documentary proof of the actual difference in the equipment or material in the form of certified copies of specifications and statement of actual cost difference. Product samples or location of representative installation may be required for submission to receive approval. The City shall receive the full benefit of the saving in cost involved in any substitution.

1.9.4 In all cases, the burden of proof that the equipment or material offered for substitution is equal or superior to that named in the Contract shall rest on the Contractor, and unless the proof is satisfactory to the City, the substitution will not be approved.

1.9.5 It will be considered that the Contractor, in his Proposal, has contacted manufacturers giving a delivery time which will permit completion of the Project within the specified Contract Time.

1.9.6 The Engineer will issue in writing any approved substitutions. In the event the Contractor obtains the Engineer's approval on equipment or materials other than that specified, the Contractor shall, at his own expense, make any changes in the assemblies, structures, or substrates or whatever is necessary to accommodate the substituted equipment or material.

1.9.7 In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City.

1.9.8 Structural design shown on the Contract Drawings is based upon typical weights for major items of equipment as indicated on the contract Drawings and specified. If the equipment furnished exceeds the weights of said equipment, the Contractor shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's expenses in connection herewith.

1.9.9 In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City.

#### 1.10 JOBSITE SAFETY MEASURES

1.10.1 Construction site safety is the responsibility of the Contractor.

1.10.2 The Contractor shall comply with all local, state and federal laws and the Occupational Safety and Health Act in protecting the public, the worksite, and adjacent property from damage. The Contractor shall provide all sheeting, shoring, barricades, warning lights, signs, and fences required for this protection.

1.10.3 The Contractor shall provide ample sanitary facilities and drinking water for the workers in accordance with State and City health regulations.

#### 1.10.4 EXCAVATION

a. No more than two hundred (200) feet of ditch may be opened at any one time without prior approval from the Engineer or his representative.

b. Unless otherwise permitted by the Engineer, all ditches shall be back-filled at the end of each work day with the exception of the pipe laying area.

c. Ditches left open overnight shall be kept to a minimum, however, any ditches left shall be properly flared or barricaded.

d. All ditches shall be backfilled and protected for each weekend unless prior approval for leaving a ditch open is obtained from the Engineer or his representative.

#### 1.10.5 SHORING

All trenches and other excavations shall be supported to provide safe working conditions. The US Department of Labor Occupational Safety and Health Administration (OSHA) requires that all excavations over five feet deep be sloped, shored, sheeted, braced, or otherwise supported. When soil conditions are unstable, excavations shallower than five (5) feet also must be sloped, supported, or shored. The type and method to be used may vary on each different project and that which will provide the safest working conditions will be utilized.

#### 1.10.6 LIMITATIONS OF WORK AREA

a. The Contractor shall be limited to a specific area for storage of equipment, supplies, and building materials. This area shall be designated by the City and established during the Pre-construction conference.

b. Parking area for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require his personnel to park in this designated area and not in any area which may interfere with the normal operations in and around the construction area or with access and use of the facility by the City.

### 1.11 COMPLETION SCHEDULE

#### 1.11.1 TIME OF COMPLETION

a. The time of completion for this project shall be (to be specified in the Bid Invitation) consecutive calendar days after the issuance of the "Notice to Proceed" by the Engineer.

b. The City reserves the right to suspend work in the case of inclement weather.

c. If the work is delayed by an act, default, or negligence on the part of the City or by approved nonperformance on the part of the Contractor, an equivalent extension of time for completion may be granted by the City when so requested by the Contractor.

#### 1.11.2 LIQUIDATED DAMAGES

a. The City is authorized to deduct and retain out of any monies that may be due or become due to the Contractor under this agreement, the sum of (to be specified in the Bid Invitation) dollars per day, not as a penalty but as liquidated damages for each and every day that the work is

not completed beyond the time stipulated in specifications; provided that due account shall be taken of any authorized adjustment of the completion schedule.

b. Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by the City), the Contractor shall pay the City, as liquidated damages, the sum of (to be specified in the Bid Invitation) for each consecutive day that terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the City will sustain by failure of the Contractor to substantially complete the Work within the time as stipulated. Contractor acknowledges that actual damage to City for late completion would be difficult to estimate accurately and that the liquidated damages specified herein represent a reasonable good faith approximation of the City's anticipated damages. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

c. The City shall retain from final payment (or any remaining retained percentage otherwise to be paid the Contractor) amounts necessary to compensate the City for liquidated damages for which the Contractor is liable. If the final payment and remaining retained percentage are not sufficient to cover the liquidated damages, the Contractor shall pay the City the damages remaining.

## 1.12 TRAFFIC CONTROL

1.12.1 The method of controlling the traffic passing through a work zone and all traffic control and street closed signs and barricades shall be in accordance with the State and Federal Manual on *Uniform Traffic Control Devices* and the *Virginia Work Area Protection Manual*. The Contractor shall not close or excavate within the right-of-way of a street or alley without obtaining the approval of and any required permits from the City.

1.12.2 The Contractor shall provide and maintain, at his expense, all signs, cones, stands and flagmen required to control and protect traffic passing through a work zone (note: traffic control may or may not be a separate pay item).

1.12.3 When practical, the Contractor shall keep all street intersections open to traffic. When work is perpendicular to the street, the Contractor shall work in no more than one-half (1/2) of the street width, at one time. The first half of work must be completed and the street passable prior to working in the second half.

1.12.4 The Contractor shall provide the necessary diversion ditches, dikes or temporary culverts required to prevent mud and debris from being washed onto the streets or property. The Contractor's vehicles shall be kept reasonably clean to prevent mud from being deposited on streets.

## 1.13 PROPERTY MAINTENANCE AND COORDINATION

1.13.1 The Contractor shall notify property owner(s) forty-eight (48) hours prior to working within easements located upon private property in order to coordinate a means of ingress and egress to the work area and determine a storage area for materials.

1.13.2 The Contractor shall maintain a safe and passable pedestrian and vehicular entrance to all private or public property. The Contractor shall notify the property owner(s) twelve (12) hours in advance of the blocking of an entrance. The entrance shall not be blocked for more than twelve (12) hours at any time, without approval of the Engineer. Sidewalks shall remain clear and open at all times during the work, unless approved otherwise by the property owner or City.

1.13.3 Existing lawn, trees, shrubs, fences, utilities, culverts, walls, walks, driveways, poles, signs, right-of-way monuments, mailboxes and the like shall be protected from damage during the work under this contract. Any damage caused to such items shall be repaired or replaced by the Contractor at the Contractor's expense.

1.13.4 Tree and plant roots or branches that may interfere with the work shall be trimmed or cut only with the approval of the property owner. Any trees or plants which are shown to remain and do not interfere with the work but are accidentally damaged by the work shall be repaired or replaced by the Contractor at the Contractor's expense.

## 1.14 PROGRESS OF WORK

### 1.14.1 CONFERENCES

Prior to the issuance of a "Notice to Proceed", the Engineer and Contractor, or their duly appointed representatives, shall meet in a pre-construction conference to organize, schedule, and determine responsibilities for the work as it pertains to this project.

### 1.14.2 PROGRESS CHARTS

a. The Contractor shall within five (5) days or within such time as determined by the Engineer, after date of commencement of work, prepare and submit to the Engineer for approval a practicable schedule showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans, and equipment) and the contemplated dates for completing the same.

b. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the Engineer, and shall immediately deliver to the Engineer three copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Engineer may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.

### 1.14.3 SCOPE OF WORK

The Contractor shall include in his bid price the placing and furnishing of all materials, labor, tools, equipment, traffic control, and incidentals necessary to complete the work in accordance with the plans and specifications and in accordance with all applicable sections of VDOT's *Road & Bridge Specifications*, current edition.

### 1.14.4 CONTROL OF WORK

a. The Engineer will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

b. The Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

c. On all questions relating to quantities, the acceptability of materials and equipment, or work, and the interpretation of the Contract Documents, the decision of the Engineer is final and binding, and shall be precedent to any payment under the contract.

d. All work and material are subject to the inspection and approval of the Engineer. Unless otherwise authorized, work shall be done only in the presence of the Engineer or his authorized representatives. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.



e. The Engineer may require the Contractor to remove from the work any employee that the Engineer may deem incompetent, careless, or insubordinate.

f. Certain items of work may be performed by forces of the City. The Contractor shall cooperate fully in scheduling and coordinating with the Engineer such that no delay will result in the performance of such work. If the Contractor claims that such work delays or causes additional costs, he shall make claims as provided in §1.17 "Work Changes".

g. The City may award, or may have awarded, contracts to others for other work. The Contractor shall cooperate fully with such other Contractors by scheduling his own work with that to be performed under other contracts as may be directed by the City. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor as scheduled. If the Contractor claims that such work delays or causes additional costs, he shall make claims as provided in §1.17 "Work Changes".

h. Neither the final certificate of payment nor any provision in the contract documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

#### 1.14.5 RESPONSIBILITIES OF THE CONTRACTOR

a. Any equipment used on this project must be of sufficient design to accomplish every facet of this work and maintained in a satisfactory working condition throughout the time of construction so as not to delay prompt execution of the project.

b. Any vehicle operated by the Contractor on new pavement or existing pavement remaining in service shall be equipped with pneumatic tires. The Contractor shall take necessary precautions to ensure that the new pavement is not damaged. All damaged areas shall be repaired by the Contractor at his cost, in a manner approved by the City.

c. The Contractor shall remove and dispose of all excavated material and shall take necessary precautions to prevent soiling of curbs and adjacent areas. All soiled areas shall be cleaned immediately in a manner approved by the City.

d. The Contractor will be responsible for investigations of subsurface conditions at the project site, and may obtain soil borings at his own expense.

e. When required by the Engineer, the Contractor shall submit certification that all materials supplied meet the requirements of the specifications.

f. Trees, shrubbery, fences, poles, and all other property shall be protected unless their removal is shown on the drawings or authorized in writing by the Engineer. When it is necessary to cut roots and tree branches, such cutting shall be done under the supervision and direction of the Engineer.

g. The Contractor shall protect any work done from disfigurement by vandals, vehicular traffic, or his own employees. Any damaged work must be repaired, if possible, or removed and replaced as directed by the Engineer. Contractor shall protect fresh laid concrete from rainfall.

#### 1.14.6 CONSTRUCTION ENGINEERING

a. ~~The Engineer will furnish, upon request by the Contractor, centerline and benchmarks necessary for the execution of the work. The Contractor shall carefully preserve and protect~~

~~all center line benchmarks and shall be responsible for their replacement if damaged or destroyed and for any mistakes that may be caused by their loss or disturbance.~~

b. The Contractor shall, at his own expense, provide competent engineering survey services and shall provide and maintain accurate, detailed survey work. The Contractor shall be responsible for the coordination of the work and shall give five (5) days notice prior to start of construction and provide a minimum of three (3) days notice in requesting work. After the staking is completed, the Contractor shall be responsible for all restaking due to missing or disturbed stakes.

c. The Contractor shall use care in protecting existing property irons and monuments adjacent to the work areas. If a property iron or monument must be removed to install new facilities, the Contractor shall be responsible for locating the iron or monument in such a manner that it can be accurately replaced by a registered surveyor after the construction of the new facilities is completed. If a property iron or monument is destroyed by the Contractor, it shall be replaced by a registered surveyor at the Contractor's expense.

#### 1.14.7 WORKING HOURS

Work at the job shall only be performed during the hours of 8:00 a.m. to 5:00 p.m. unless otherwise approved by the Engineer.

#### ~~1.14.8 USE OF EXPLOSIVES~~

~~Blasting or other use of explosives shall be done in accordance with Federal, State, or Local laws. A special blasting permit must be obtained from the City of Danville.~~

#### 1.14.9 SUBCONTRACTS

- a. No proposed subcontractor shall be disapproved by the City except for cause.
- b. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- c. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with applicable provisions of the Contract for the improvements embraced in the Contract.
- d. Nothing contained in any agreement shall create any contractual relation between any subcontractor and the City.
- e. Subcontractors shall maintain the proper Virginia registration in accordance with § 1.2.5 and a valid City of Danville business license if one is required.

#### 1.15 REMUNERATION

##### 1.15.1 QUANTITIES

The quantities indicated on the proposal are estimates only and the Contractor shall be paid according to unit prices for work actually performed.

##### 1.15.2 MEASUREMENT OF QUANTITY

a. All work completed under the Agreement will be measured by the Engineer or his designee in accordance with United States standard measures.

b. The determination of quantities of items required under the terms of the Agreement or as directed by the Engineer will be made by the Engineer based on measurements taken by him or caused to be taken by him.

c. Quantities designated to be paid on the basis of "Plan Quantity" (i.e. quantities shown on the contract drawings) will not be measured for payment, but the quantity paid shall be as stated in the bid document.

### 1.15.3 PAYMENTS TO THE CONTRACTOR

~~a. Except as hereinafter provided, the City will pay by the end of the month all bills submitted by the tenth day of that month; otherwise, by the end of the following month. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.~~

b. The City will make payments on estimates approved by the Engineer. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each category of the work performed as shown in his proposal for materials stored.

c. At the option of the Engineer, partial payment up to the estimated value, less retainage, may be allowed for any materials and equipment not incorporated in the work, pursuant to the following conditions:

1. Major equipment items stored off site shall be stored in a bonded warehouse and properly maintained during storage.

2. Equipment or materials stored on the site shall be properly stored, protected and maintained by the Contractor.

3. The Contractor shall submit, with his monthly progress payment request, bills or invoices from each material or equipment supplier indicating actual payment.

4. The Contractor shall submit evidence that he has paid for materials or equipment stored and for which the Engineer has authorized partial payment and previous progress payments, prior to submission of the next monthly payment request.

~~d. In making payments, five percent (5%) of the estimated amount shall be retained until final completion and acceptance of the contract work. To the extent required by Subsection 11-56.1 of the Code of Virginia, 1950, as amended, the Contractor shall be given the option to use an escrow account procedure for utilization of such retainage funds as described in that Code section.~~

e. All material and work covered by payments shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made, or the restoration of any damaged work, or as waiving the right of the City to require the fulfillment of all the terms of the contract.

f. Upon completion, final inspection and acceptance, ~~the~~ retainage shall be paid to the Contractor.

g. The Contractor, provided all above conditions have been met, has the right to suspend operations after the 30th day following partial billing, if payment has not been received, without forfeiting any of his rights, unless otherwise agreed upon by the City and the Contractor.

### 1.15.4 CONTRACTOR PAYMENTS TO SUBCONTRACTORS

a. Within seven (7) days after the receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under this agreement, the Contractor shall either:

1. pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or

2. notify the City and subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the City for work performed by the subcontractor's payment with the reason for nonpayment.

b. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the City for work performed by the subcontractor under this agreement, except for amounts withheld as allowed in subsection a (2) above.

c. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.

d. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

e. The Contractor's obligation to pay and interest charged to a subcontractor pursuant to this section may not be construed to be an obligation of the City. No contract modification may be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### 1.16 TERMINATION/STOPPAGES, ETC.

##### 1.16.1 POSSESSION PRIOR TO COMPLETION

a. Prior to Substantial Completion of the project, the Engineer may request the Contractor in writing to permit him to use a specified part of the project, which he believes he may use without significant interference with construction of the other parts of the project. If Contractor agrees, he will certify to the City that said part of the project is substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part of the project. Within a reasonable time thereafter, the Engineer shall make an inspection of the part of the Project to determine its status of completion.

b. If the Engineer does not consider that it is substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefore. If Engineer considers that part of the Project is substantially complete, Engineer will execute and deliver a certificate to that effect, fixing the date of Substantial Completion as to that part of the project, attaching thereto a tentative list of items to be completed or corrected before Substantial Completion of the entire project and fixing the responsibility between City and Contractor for maintenance, heat, and utilities as to that part of the project.

c. The City shall have the right to exclude the Contractor from any part of the project, which the Engineer has so certified to be substantially complete, but the City shall allow the Contractor reasonable access to complete items on the tentative list.

##### 1.16.2 SUSPENSION OF WORK

The work may be suspended by the Engineer when deemed in the best interest of the City.

##### 1.16.3 TERMINATION

a. If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ~~insure~~ insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory

manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the City shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default.

b. If the Contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the City Manager shall, have full power and authority to declare the forfeiture of the contract, and to forfeit the rights of the Contractor. The City Manager at his option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own employees, or may enter into a new contract for the completion of the work. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any monies due or which may become due on the contract.

## 1.17 WORK CHANGES

1.17.1 The City, without invalidating any construction contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$50,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

1.17.2 The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of Cost of Work plus a Contractors Fee for overhead and profit as determined below.

1.17.3 The term "Cost of Work" means the sum of costs necessarily incurred and paid by Contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in § 1.17.4 below.

a. Payroll costs for employees in the direct employ of the Contractor in the performance of work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes. Workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by the City.

b. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All trade discounts, rebates, and refunds that are for installed materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained. All trade discounts, rebates, and refunds and all returns from the sale of surplus materials and equipment shall accrue to the Contractor.

c. Payments made by the Contractor to Subcontractors for work performed by Subcontractors. All Subcontracts shall be subject to the provisions of the Contract Documents.

d. Supplemental costs including the following:

1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of Contractor.

2. Rentals of all construction equipment and machinery, whether rented from the Contractor or others, shall be negotiated between the Engineer and the Contractor. These rates shall include all fuel, lubricants, insurance, etc. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the *Compilation of Rental Rates for Construction Distributors*. Charges per hour shall be determined by dividing the monthly rates by 176. The rental of any such equipment and machinery shall close when the use thereof is no longer necessary for the work.

3. Sales, consumer, use or similar taxes related to the project, and for which Contractor is liable, imposed by Laws and Regulations.

4. Deposits lost for causes other than negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

1.17.4 The term "Cost of the Work" shall not include any of the following:

a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships: general managers, engineers, architect, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in §1.17.3a above all of which are to be considered administrative costs covered by the Contractor's Fee.

b. Expenses of Contractor's principal branch offices other than Contractor's office at the site.

c. Any part of Contractor's capital expenses, including interest on the Contractor's capital employed for the work and charges against the Contractor for delinquent payments.

d. Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

e. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in §1.17.3 "c".

1.17.5 The Contractor's Fee allowed to the Contractor for overhead and profit shall be based on the following:

a. For costs incurred under § 1.17.3a & b, the Contractor's Fee shall be ten percent. Contractor's Fee shall not be applied to payroll taxes, social security contributions or unemployment taxes.

b. For costs incurred under § 1.17.3c, any Contractor's Fee shall be five percent.

c. No fee shall be payable on the basis of costs itemized under §1.17.3d and 1.17.4.

d. The amount of credit to be allowed by the Contract to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with this sub-section.

1.17.6 The contract time ~~will~~ be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is submitted in writing to the Engineer for consideration with the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. Such delays shall include, but not be limited to, acts of neglect by City or others performing additional work as contemplated and specified elsewhere, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. No claim for an adjustment in Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

1.17.7 Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

1.17.8 The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

1.17.9 The Engineer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Engineer grants a further period of time before the date of final payment under the contract.

## 1.18 UTILITY MAINTENANCE AND COORDINATION

1.18.1 Before the work is started, the Contractor shall notify all companies, corporations, municipalities and individuals who own utilities on the construction site, in the right of way or immediately adjacent to the construction area of the work to be performed. The Contractor shall arrange to have the various utilities located and to have them removed or relocated as required, or to determine the method of protection acceptable to the respective utility owner, if the method of protection is not specified hereinafter. Any cost incurred with removing or relocating utilities shall be borne by the Contractor unless indicated otherwise.

1.18.2 The location of existing utilities shown on the drawings was taken in part from records and in part from field surveys, and may not represent exact location. The Contractor shall excavate to locate buried utilities far enough in advance of pipeline laying to allow for adjustments in any pipe laying both horizontally and vertically.

1.18.3 The work shall be coordinated and performed in a manner so that all existing fire hydrants, without exception, shall be accessible at any time during the work.

1.18.4 The Contractor shall maintain the existing streams, ditches, drainage structures, culverts and flows at all times during the work. The Contractor shall pay for all personal injury and property damage, which may occur as a result of failing to facilitate drainage.

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

1.18.6 The Contractor shall repair or replace any existing sanitary sewer or storm drain utility damaged or misaligned during or due to the work. All other utilities shall be repaired or replaced by the respective Utility Company(s) at the expense of the Contractor.

1.18.7 The Contractor shall coordinate all work within the vicinity of the existing utilities with the respective Utility Company. The work shall be conducted in a manner to avoid unnecessary service interruption and in accordance with the rules and regulations of the respective Utility Company.

1.18.8 When the work is approaching an existing utility or structure that may be in conflict with, or connected to, the work; the Contractor shall excavate test pits to verify the location or elevation of the existing utility or structure. By taking this precaution the Contractor may adjust the work or have the existing utility relocated as necessary. Failure to take such precautions may result in the Contractor adjusting the work or having the existing utility relocated, at the Contractor's expense.

1.18.9 When the existing utilities cross the trench excavation, they shall be adequately supported and protected from damage due to the work as required, specified or directed. All methods for supporting and maintaining the utilities shall be subject to the approval of the respective Utility Company and the City. Any utilities removed as part of the work, and not indicated to be removed or abandoned, shall be restored using materials and installation equal to the utilities' standards.

1.18.10 The Contractor shall exercise care to insure that the grade and alignment of the existing utility be maintained and that no joints or connections are disturbed. Backfill shall be carefully placed and compacted to prevent the future damage or settlement to the existing utility.

1.18.11 The Contractor shall maintain sewage flow at all times by pumping and/or diversion, or other means acceptable to the Engineer. At no time shall the Contractor allow raw sewage to flow out of the sewerage system to adjacent land or waterways. At no time shall the Contractor cause sewage to surcharge the sewerage system such that sewage backs up into any service connection. In the event such backup occurs, the Contractor shall correct and pay for all damage caused.

1.18.12 No water pipes shall pass through or come in contact with any part of a sewer or storm drain manhole.

## 1.19 ENVIRONMENTAL PROTECTION

1.19.1 Environmental protection considerations for the purpose of any City construction consist of, but are not limited to, the following factors: natural resources including air, water and land; solid waste disposal; noise; control of toxic substances, hazardous materials and radiation; the presence of chemical, physical and biological elements and agents which adversely effect or alter ecological balances; degradation of the aesthetic use of the environment; impact on daily activities such as traffic, and historical, archeological and cultural resources.

1.19.2 The Contractor shall provide and maintain during the life of the contract, the environmental protection as defined herein. His operation shall comply with all Federal, State, and City laws, ordinances and regulations pertaining to the provisions of this and various other sections of this specification shall also be his responsibility.

The Contractor shall not use equipment from which factory installed anti-pollution and noise control devices have been removed or rendered ineffective through lack of proper maintenance.



1.19.3 The Engineer will notify the Contractor in writing of any noncompliance with the aforementioned Federal, State, or City laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Engineer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

1.19.4 It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their existing condition or be restored to an equivalent of the existing condition, as approved by the Engineer, upon completion of the work. The Contractor shall confine his construction activities to areas defined by the work schedule, plans, and specifications.

1.19.5 Except in areas indicated to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy trees, shrubs and vegetation without special permission from the Engineer. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Engineer. Where such use is permitted, the Contractor shall be responsible for any damage resulting from such use.

1.19.6 At all times, special measures shall be taken to prevent oil or other hazardous substances from entering the ground, drainage areas and local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable ecological impact on the area.

1.19.7 Any and all items having apparent historical or archeological interest, which are discovered in the course of construction activities, shall be carefully preserved in place and reported immediately to the Engineer for determination of action to be taken. Work in the immediate area shall be halted and the artifacts or other evidence shall be protected from all damage, including that resulting from the elements, vandalism, and the effects of excavation, demolition, removal and construction operations until such time as qualified officials are able to conduct appropriate investigations. Work in the immediate area shall not proceed until authorization to proceed is obtained from the Engineer. Any such evidence or artifacts found during construction operations or subsequent investigations required by this section shall be delivered into the custody of the City and shall not become the property of the Contractor.

1.19.8 The Contractor shall comply with the *Toxic Substance Control Act*, PL 94-469, (TSCA) which includes, but is not limited to, the regulation of Polychlorinated biphenyl's (PCBs). Since these chemicals are used in some existing insulation, existing fixed and vehicular transformers on some railroads, the Contractor shall assure proper marking, handling, and disposal of any PCBs in accordance with PL 94-469 and the implementing regulations of 40 C.F.R. 761. In order to avoid any inadvertent violation of the law the following rules shall apply:

a. No Polychlorinated biphenyl (PCB) chemical substance, mixture, equipment, container, sealant, coating, or dust control agent will be used a part of the project except as in accordance with all provisions of the *Toxic Substance Control Act* (PL 94-469) as interpreted by the rules and regulations of 40 C.F.R. 761.

1.19.9 Trash shall be picked up and placed in containers, which shall be emptied on a regular schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and other areas and shall not be disposed of in wetlands and shall not be burned. On completion, the area shall be left clean and re-vegetated ~~as described in § 01565~~. Rubbish and debris shall be transported off the construction site and disposed of by the Contractor in a manner that complies with Federal, State, and City requirements. A permit or license and the location of the disposal area shall be provided prior to transporting any material off the project area. Waste materials shall not be burned within the project area.

1.19.10 Dust shall be kept down at all times including non-working hours, weekends, and holidays. Soil at the site, haul roads, and other areas disturbed by the Contractor's operations and materials stockpiled for the project shall be sprinkled or treated with dust suppressers or covered as to control dust. No dry power brooming will be permitted. Vacuuming, wet mopping, wet sweeping or wet power brooming shall be used instead. Only wet cutting of concrete, concrete and asphalt will be permitted.

1.19.11 The Contractor shall comply with all applicable provisions of the *National Emission Standards for Asbestos* (40 C.F.R. 61 ~~Subpart B~~).

1.19.12 The Contractor shall inspect all vehicles for dirt prior to their leaving the construction site; dirt, soil, and rubble likely to be dislodged during transit shall be removed from the trucks and other vehicles prior to leaving the site. He shall insure that all equipment transporting material that may become airborne is covered.

## 1.20 EROSION CONTROL

~~1.20.1 The erosion control system shall protect adjacent properties, shall be in accordance with the *Virginia Erosion and Sediment Control Handbook* and City ordinances, and shall be approved by the Engineer. All erosion control measures shall be placed prior to commencement of grading. All elements of the erosion control system shall be sized and designed in accordance with the criteria specified in the handbook. The numbers in parentheses refer to standard and specification number in the handbook (Virginia).~~

~~1.20.2 Temporary measures shall be applied throughout the construction of the project to control erosion and to minimize siltation of adjacent property, streets, drainage ditches, storm drains and waterways. The Contractor, as a minimum, shall employ all erosion control measures indicated on the drawings and specified herein. Disturbed areas that are to be left unfinished for more than 30 days shall be seeded temporarily within seven days of completion of grading operations.~~

~~a. Stockpiled material shall be surrounded at the base with a temporary sediment barrier. Slopes of stockpiled material shall not exceed 2 to 1.~~

~~b. Vehicles leaving the construction site shall be cleaned to remove mud prior to entrance onto public rights of way.~~

~~c. The Contractor shall be responsible for weekly inspection of temporary erosion control system to insure maximum effectiveness of the protective measures. Any damaged areas of the erosion control system shall be immediately repaired.~~

~~1.20.3 Minimum required measures (numbers from erosion handbook, 1992 Edition):~~

- ~~a. Silt fence (3.05)~~
- ~~b. Storm drain inlet protection (3.07)~~
- ~~c. Temporary seeding (3.31)~~
- ~~d. Temporary Construction Entrance (3.02)~~

~~1.20.4 In the event the Contractor repeatedly fails to satisfactorily control erosion and siltation, the City reserves the right to employ outside assistance or to use its own forces to provide the erosion control measures indicated and specified. The cost of such work, plus related engineering costs, will be deducted from monies due the Contractor for other work.~~

~~1.20.5 RIPRAP~~

~~a. Materials: Riprap shall be dry riprap, Class II, except where Class III is indicated, as defined in Section 414 of the Virginia Department of Transportation - *Road and Bridge Specifications* - Latest Edition. The diameter of the largest stone shall not exceed 2.75 feet for Class III Riprap, and 2.25 feet for Class II Riprap.~~

~~\_\_\_\_\_ b. Riprap shall be placed in accordance with Section 414. The riprap shall be placed so that it produces a dense well-graded mass of stone with a minimum of voids. Riprap shall be placed on filter fabric. Filter fabric shall be Trevira 1127, Mirafi 700X, or equal, installed in accordance with the manufacturers instructions. The desired distribution of stones throughout the mass may be obtained by selective loading at the quarry, controlled dumping of successive loads during final placing, or by a combination of these methods. The riprap shall be placed to its full thickness in one operation. The riprap shall not be placed in layers. The riprap shall not be placed by dumping into chutes or similar methods, which are likely to cause segregation of the various stone sizes. Care should be taken not to dislodge the underlying material when placing the stones.~~

~~\_\_\_\_\_ c. The finished slope shall be free of pockets of small stone or clusters of large stones. Hand placing may be necessary to achieve the required grades and a good distribution of stone sizes. Final thickness of the riprap blanket shall be within plus or minus 1/4 of the specified thickness. The thickness shall be 2.75 feet for Class III riprap, and 2.25 feet for Class II riprap.~~

~~\_\_\_\_\_ 1.20.6 Where indicated, soil stabilization mat shall be provided in ditches in accordance with the details on the drawings and VDOT EC-3B. The fabric shall conform to VDOT Section 244 and shall be installed in accordance with VDOT Section 606 and the manufacturer's recommendations. The soil stabilization mat shall be Miramat 2400B by Mirafi, or equal, as approved by VDOT, for velocities of 7 to 10 feet per second. The mat shall extend under the riprap at channel ends per manufacturer's recommendations.~~

**END OF SECTION**

## DIVISION III – CONDITIONS OF THE CONTRACT

### SECTION 300- GENERAL CONDITIONS, SCOPE OF WORK, AND SUPPLEMENTAL GENERAL CONDITIONS

#### PART 1 GENERAL CONDITIONS

##### 1.1 INTENT

- A. Intent: Secure qualified contractor to perform the Scope of Work stated in Part 2 of this section.
- B. Sealed Bids shall be received by the City in the Purchasing Office no later than

**2:00 p.m. on April 17, 2019**

Submit sealed bids to the following address:

ATTN: IFB 18-19-087  
City of Danville  
Purchasing Department-Room 304  
427 Patton Street  
Danville, VA 24541

##### 1.2 PRE-BID CONFERENCE

- A. A non-mandatory pre-bid conference (project showing) will be held on the following date:

**2:00 p.m. on April 5, 2019**

at the following location:

**Mass Transit Administrative Building**  
1002 South Boston Rd.  
Danville, Virginia, 24540

##### 1.3 BONDS REQUIRED

- A. Bid bond (proposal guaranty) equal to five percent (5%) of the bid price. (Submit with Bid)
- B. Performance bond equal to one hundred percent (100%) of the contract price.
- C. Payment bond equal to fifty percent (50%) of the contract price.

##### 1.4 TIME OF COMPLETION

- A. Forty-five (45) days from the effective date of the Notice to Proceed Construction.
- B. Time Extensions for Weather
  - 1. The Contract Time will not be extended due to inclement weather conditions that are normal to the general locality of the work site. The time for performance of this Contract includes an allowance for workdays (based on a 5-day workweek) which may not be suitable for construction work. The anticipated normal inclement weather workdays for the project location which will constitute the base line for time extension evaluations is 12 days (8 days per month).
  - 2. The Contractor, in his planning and scheduling of the work as required by the Contract Documents, shall allow for normal inclement weather for the locality of the work site. If the Contractor believes that the progress of the work has been adversely affected and that it will result in a failure to meet Substantial Completion within the Contract Time, by weather conditions above and beyond the amount normally expected, he shall submit a written request to the Project Manager.
  - 3. Such a request shall be evaluated by the Project Manager in accordance with the provisions of the Contract Documents and shall include a comparison of actual weather statistics compiled by the City of Danville's inspection team for the work site with the days claimed by the Contractor and the normal inclement weather days as stated in subparagraph 1.4.B.1. The decision of the Project Manager shall be final.

4. The Contractor shall not be entitled to any monetary damages whatsoever for any delays resulting from inclement weather, whether normal or abnormal, foreseeable or unforeseeable. The Contractor and Owner stipulate and agree that, for delays due to weather as determined in 1.4.B.3., the Contractor's sole relief is a time extension granted in accordance with Section 300, Part 1.4 herein in its entirety.

### 1.5 LIQUIDATED DAMAGES

- A. Liquidated damages shall be three hundred fifty (350) dollars per day.

### 1.6 PROJECT REPRESENTATIVES

- A. Marc Adelman, Director of Transportation Services, is the City's duly appointed representative for this project and will have authority to approve all contract matters to the extent permitted.
- B. Chris Franks, Chief Engineer (434-799-5019 ext. 2537, FRANKCP@danvilleva.gov) will serve as Project Manager and Engineer.

## PART 2 SCOPE OF WORK

- 2.1 The Contractor shall provide all labor, material, equipment, supervision, and incidentals required to perform the Work of the Project as defined by the Contract Documents which consists of the following:

The project consists of constructing coated chainlink perimeter fencing, manual slide gate, and restoration.

## PART 3 SUPPLEMENTAL GENERAL CONDITIONS

### 3.1 COMPLIANCE

- A. The Contractor shall comply with the provisions of the City of Danville's *Standard Requirements & Instructions for Bidding*, Version 2.0 dated April 2, 2015 (the Standard Requirements) and as amended in Section 100. The amendments shall supersede the standard.
- B. To the extent of the Work indicated in the Contract Documents, the Contractor shall comply and the construction shall conform to all applicable and current editions or revisions of the articles listed in 1.3.3.d of the Standard Requirements as amended. In addition, the following codes, specifications, and standards shall be included in the Contract Documents and shall be complementary to those listed in 1.3.3.d whereas what is required by one shall be as binding as if required by all:
1. The Virginia Uniform Statewide Building Code (USBC), as amended.
  2. The International Building Code (IBC)
  3. All other codes incorporated by the USBC and IBC.
  4. The Danville Utilities Water & Gas Specifications and Standards

Copies of the Danville Utilities Water & Gas Specifications and Standards may be obtained by emailing the Project Manager if they are not posted to the City's bidding website along with the project documents.

- 3.2 The Contractor shall provide and maintain during the entirety of the project a minimum of one (1) EEO bulletin board in sufficient size and construction to contain each poster listed in Appendix 17 B of the LAP Manual. The printable posters may be found at <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>. The cost of this work shall not be paid for separately and shall be incidental to the Contract.
- 3.3 All excavation is unclassified. The Engineer makes no claims or assumptions as to the nature of any existing project soils. Geotechnical information is provided solely for informational purposes and shall not be taken to provide an accurate representation as to the subsurface characteristics of the project site.
- 3.4 The Contractor shall provide one authorized person on site to be responsible to direct and supervise the work of subcontractors any time subcontractors are performing work.
- 3.5 Contractor shall cooperate with any other Contractors who may be performing work on the site.

### 3.6 BID PREPARATION & SUBMITTAL

- A. Submit the executed bid bond and all attachments in the amount specified in 1.3 on EJCDC Form C-

430 provided in Volume II or in another form acceptable to the City.

- B. Submit certificates and proof of insurance of the types and in the amounts specified in the Standard Requirements as amended with the City of Danville, its officers, agents, and employees listed as additional insured.
- C. Sign and submit all written addenda issued to the Contract.
- D. Submit the completed Contractor's bid form conforming to the requirements in the Standard Requirements as amended and the bid schedule instructions.
- E. Submit signed copy of Contractor's EEO Policy Statement.
- F. Submit legible copies of all required Contractor's and business licenses and registrations. These will be verified prior to award.
- G. Submit the forms required in the Contractor's Bid Proposal and Selected Forms as required including certifications, qualifications questionnaire, and any other information required for submittal of the bid.

### **3.7 PRE-AWARD SUBMITTALS**

- A. Apparent low bidder: Submit Performance and Payment Bonds on EJCDC Form 610 and 615 provided in Volume II (or in another approved format) when requested or within ten (10) business days after Notice of Award is issued.

### **3.8 POST-CONTRACT EXECUTION SUBMITTALS**

- A. Submit certified **original** (not photocopies) payroll records monthly with application for payment.
- B. Submit all other required submittals and documentation as specified in the Contract Documents and as required by the Project Manager.

### **3.9 PROPRIETARY ITEMS**

- A. Proprietary items or brands, part numbers, and the like, where specified in the Contract Documents, are included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. The City shall make the decision as to the acceptability of the alternate based on engineering judgment.

### **3.10 SAFETY**

- A. The Engineer or Inspector is authorized to stop work due to an apparent safety hazard or violation without warranting contract time extensions. This shall not in any way be construed to either relieve the Contractor of his sole responsibility for safety or hold the City responsible for the safety of the work zone.

**END OF SECTION**

## DIVISION IV – SPECIAL PROVISIONS

### SECTION 400 – SUPPLEMENTAL SPECIFICATIONS, SPECIAL PROVISION COPIED NOTES (SPCNs), AND SPECIAL PROVISIONS

The following special provisions, special provision copied notes, and supplemental specifications shall apply. The 2018 Supplement to the 2016 VDOT Road and Bridge Specifications shall apply to this contract and may be found at:

[http://www.virginiadot.org/business/resources/const/2018\\_Sup\\_To\\_2016SpecBk.pdf](http://www.virginiadot.org/business/resources/const/2018_Sup_To_2016SpecBk.pdf)

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cn100-D00001-00

**GENERAL PROJECT REQUIREMENTS, SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

This project shall be constructed according to: the plans; the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016 and the Supplement thereto, dated 2018; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016; the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015; 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; and the Supplemental Specifications, Special Provisions and Special Provision Copied Notes in this contract. The status in the Contract of each of these documents will be according to Section 105.12 of the Specifications.

Special Provision Copied Notes developed by VDOT are designated with "(SPCN)" after the date.

Special Provision Copied Notes developed by the City of Danville are designated with "(DANVILLE SPCN)" after the date.

The information at the top and left of each Special Provision Copied Note in this contract is file reference information for either VDOT or City of Danville use only. The information in the upper left corner above the title of each Supplemental Specification and Special Provision in this contract is file reference information for either VDOT or City of Danville use only.

The City of Danville has identified the system of measurement to be used on this particular project as imperial. Any imperial unit of measure in this contract with an accompanying expression in a metric unit will be referred to hereinafter as a "dual unit" measurement. Such a "dual unit" measurement is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "()" or brackets "[]" where parenthesis is used in the sentence to convey other information. Where a "dual unit" of measure appears in this project, only the imperial unit will apply. The accompanying metric unit shown is not to be considered interchangeable and mathematically convertible to the imperial unit and shall not be used as an alternate or conflicting measurement.

1-4-19 (DANVILLE SPCN)

cn100-D00002-00

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

Where Virginia Department of Transportation (VDOT) or City of Danville Supplemental Specifications (SSs), Special Provisions (SPs), and Special Provision Copied Notes (SPCNs) are used in this contract, the term "the Specifications" shall refer to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016 unless otherwise defined. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015. 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 SSs, SPs, and SPCNs 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.

SSs, SPs, and SPCNs used in this contract and the VDOT publication(s) that each reference are intended to be complementary to 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 unless otherwise modified by the contract.

Special Provision Copied Notes developed by VDOT are designated with “(SPCN)” after the date.

Special Provision Copied Notes developed by the City of Danville are designated with “(DANVILLE SPCN)” after the date.

VDOT Supplemental Specifications in this contract are designated above the title of each document. The City of Danville does not author Supplemental Specifications.

Special Provisions in this contract are designated accordingly above the title of each document indicating whether VDOT or the City of Danville developed the Special Provision.

The information at the top and left of each Special Provision Copied Note in this contract is file reference information for VDOT (or City of Danville) use only. The information in the upper left corner above the title of each Supplemental Specification and Special Provision in this contract is file reference information for VDOT (or City of Danville) use only.

The system of measurement to be used in this project is stated elsewhere in this contract. Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as “dual unit measurement” documents. Such a “dual unit measurement” is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis “( )” or brackets “[ ]” where parenthesis is used in the sentence to convey other information. Where a “dual unit measurement” appears in VDOT documents, the unit that applies shall be according to the system of measurement as stated elsewhere in this contract. The unit shown that is not of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

1-4-19 (DANVILLE SPCN)

**cn101-D00001-00 SECTION 101—DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS** is amended as follows:

**Section 101.02—Terms** is amended by adding the following:

The terms Engineer and Department shall mean the City of Danville.

10-8-18 (Danville SPCN)

**cn102-050100-00 SECTION 102.05—PREPARATION OF BID** of the Specifications is amended to include the following:**(g) Compliance with the Cargo Preference Act**

As required by 46 CFR 381.7 (a)-(b) "Use of United States-flag vessels, when materials or equipment are acquired for a specific highway project, the Contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all sub-contracts issued pursuant to this contract.

This requirement will not be applicable when materials or equipment used on the Project are obtained from the existing inventories of suppliers and contractors; they are only applicable when the materials or equipment are acquired for the specific project, and have been transported by ocean vessel.

12-14-15; Reissued 7-12-16 (SPCN)

**cn102-D00001-00 SECTION 102—BIDDING REQUIREMENTS AND CONDITIONS** is amended as follows:

**Delete the following several sections:**

102.05—Preparation of Bid

102.07—Proposal Guaranty  
 102.09—Delivery of Bid  
 102.10—Withdrawal of Bid  
 102.11—eVA Business-To-Government Registration  
 102.12—Public Opening of Bids

10-8-18 (SPCN)

**cn103-D00001-00** **SECTION 103—AWARD AND EXECUTION OF CONTRACTS** is amended as follows:

**Delete the following several sections:**

103.05-Requirements of Contract Bond  
 103.06-Contract Documents  
 103.07-Failure to Furnish Bonds or Certificates of Insurance  
 103.09-Execution of Contract

10-8-18 (DANVILLE SPCN)

**cn105-D00001-00** **SECTION 105—CONTROL OF WORK** is amended as follows:

**Delete Section 105.13—State Force Construction Surveying.**

**In Section 105.19(a)** replace the second paragraph with:

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.

10-8-18 (DANVILLE SPCN)

**cn106-D00001-00** **SECTION 106—CONTROL OF MATERIAL** is amended as follows:

**In the first paragraph of 106.04—Disposal Areas** delete:

“shown on the plans,”

**Replace Section 106.06—Samples, Tests, and Cited Specifications** with:

“The Contractor shall secure a test laboratory and pay for all testing required by the contract. These services will not be paid for as a separate item, but will be incidental to the contract (included in other items).”

10-8-18 (DANVILLE SPCN)

**cn107-D00001-00**

**SECTION 107—LEGAL RESPONSIBILITIES** is amended as follows:

**Section 107.02—Permits, Certificate, and Licenses** is amended to include the following:

**City of Danville Excavation Permit:** The Contractor shall obtain an Excavation Permit from the City Engineer for this work. The cost of the permit will be waived and shall not be included in the cost of other items.

**Section 107.16 – Environmental Stipulations** is amended to include the following:

Wash water from tools or equipment in contact with fresh concrete shall be discharged into an appropriate control as detailed in the plans or otherwise approved by the Engineer. Proper installation and continuous operation of such control shall be paid at the contract lump sum price. Fifty percent of the lump sum price will be payable at the start of concrete placement operations and the remaining fifty percent will be payable at the end of the contract or following the end of all concrete placement for the project if the control is maintained throughout the contract. Included in the price is any and all upkeep, proper and legal disposal of waste, maintenance, and replacement for the life of the contract.

10-8-18 (DANVILLE SPCN)

**cn109-D00001-00**

**SECTION 109—MEASUREMENT AND PAYMENT** is amended as follows:

**Delete Section 109.10—Final Payment.**

10-8-18 (DANVILLE SPCN)

**cn109-D00002-00**

**SECTION 109.09—PAYMENT FOR MATERIAL ON HAND** of the Specifications is amended to include the following:

(f) No payment for material on hand will be made.

1-2-19 (DANVILLE SPCN)



CARPENTER, Includes Form Work....\$ 17.77	0.96
CEMENT MASON/CONCRETE FINISHER...\$ 19.35	0.00
IRONWORKER, REINFORCING.....\$ 20.80	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....\$ 17.79	0.00
LABORER: Common or General.....\$ 14.46	0.00
LABORER: Pipelayer.....\$ 16.75	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 17.74	0.00
OPERATOR: Broom/Sweeper.....\$ 16.15	0.23
OPERATOR: Crane.....\$ 26.68	0.00
OPERATOR: Grader/Blade, Includes Finishing.....\$ 26.13	0.00
OPERATOR: Loader.....\$ 18.18	0.00
OPERATOR: Mechanic.....\$ 19.15	0.00
OPERATOR: Milling Machine.....\$ 21.13	0.00
OPERATOR: PAVEMENT PLANER.....\$ 15.95	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 18.39	0.00
OPERATOR: Roller (Finishing)....\$ 16.55	0.00
OPERATOR: Roller.....\$ 16.38	0.00
OPERATOR: TRACTOR (UTILITY).....\$ 13.94	0.00
OPERATOR: Asphalt Spreader and Distributor.....\$ 17.34	0.00
OPERATOR: Bulldozer, Including Utility.....\$ 17.66	0.00
PAVEMENT MARKING TRUCK DRIVER....\$ 21.40	0.00
TRAFFIC CONTROL: Flagger.....\$ 11.99	0.00
TRUCK DRIVER : HEAVY 7CY & UNDER.....\$ 16.69	0.00
TRUCK DRIVER: 1/Single Axle Truck.....\$ 15.79	0.00

TRUCK DRIVER: HEAVY OVER 7		
CY.....	\$ 17.74	0.00
-----		
TRUCK DRIVER: MULTI AXLE.....	\$ 15.91	0.81

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:



- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

U.S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON  
**DECISION OF THE SECRETARY**

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

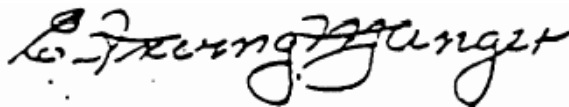
The Contracting Officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the Contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The Contractor shall submit to the Contracting Officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor



E. Irving Manger, Associate Administrator  
Division of Wage Determinations  
Wage and Labor Standards Administration

**SP507-D00002-01****CITY OF DANVILLE  
SPECIAL PROVISION FOR  
MANUAL OR AUTOMATIC SLIDE GATE**

March 12, 2019

**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
  - 1. Manual Slide Gate
  - 2. Automatic Gate Operator (If Required)
  - 3. Automatic Gate Controls (If Required)
- B. Related:
  - 1. Special Provision for Perimeter Security Fencing

**1.2 UNIT PRICE - BASIS OF MEASUREMENT**

- A. All work specified in this section shall be paid for on a lump sum basis, unless otherwise noted on the Bid Form.

**1.3 REFERENCES**

- A. National Electrical Manufacturers Association (NEMA): NEMA ICS 6 - Industrial Control and Systems: Enclosures.
- B. Underwriters Laboratories (UL): UL 325 - Standard for Safety for Door, Drapery, Gate, Louver, and Window Operators and Systems.
- C. Underwriters Laboratories (UL): UL 991 - Standard for Tests for Safety-Related Controls Employing Solid-State Devices.
- D. International Organization for Standardization: ISO 9001 - Quality Management Systems.

**1.4 SUBMITTALS**

- A. Materials Source: Submit supplier's name and other required information on VDOT Form C-25 "Source of Materials". This form **MUST BE APPROVED** prior to any material purchase.
- B. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- C. Product Data: Submit product information from manufacturer that meets or exceeds specified requirements.
- D. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified including equipment list, system description, electrical wiring diagrams for installation, and manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- E. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, edge conditions, and accessories.
  - 1. Operation, installation, and maintenance manuals including wiring diagrams.
  - 2. Risers, layouts, and special wiring diagrams showing any changes to standard drawings.

**1.5 CLOSEOUT SUBMITTALS**

- A. Project Record Documents: Accurately record actual locations of gate, controls and electrical connections.

## 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with Virginia Department of Transportation (VDOT) standards unless otherwise noted or modified by the Contract.
- B. Electrical systems shall conform to all state and local electrical codes and the electrical power wiring shall be installed by an electrician licensed in the Commonwealth of Virginia.
- C. Manufacturer shall certify products are in accordance with "VDOT material supplier's quality assurance program".
- D. Manufacturer Qualifications: ISO 9001 Certified Manufacturer.
- E. Installer Qualifications: Installation performed by factory authorized contractor specifically trained in gate operation systems of the type found within this section (if Automatic Gate specified).
  - 1. Provide documentation of maintenance and repair service availability for emergency conditions.
  - 2. Provide quarterly maintenance for one year following Substantial Completion of the Project.

## 1.7 GATE OPERATORS (IF AUTOMATIC GATE IS SPECIFIED)

- A. Gate Operators: LiftMaster HS670 Series Heavy-Duty Hydraulic Slide Gate Operators or approved equal.
  - 1. LiftMaster GC Hydraulic Slide Gate Operators or approved equal.
    - a. Compliance: UL 325 listed, UL 991 and CSA C22.2 No. 247.
      - 1) Ratings: Class I.
      - 2) Ratings: Class II.
      - 3) Ratings: Class III.
      - 4) Ratings: Class IV.
    - b. Operator Speed: 12 inches (305 mm) per second.
  - 2. LiftMaster GI Hydraulic Slide Gate Operators or approved equal.
    - a. Compliance: UL 325 listed, UL 991 and CSA C22.2 No. 247 standards.
      - 1) Ratings: Class I.
      - 2) Ratings: Class II.
      - 3) Ratings: Class III.
      - 4) Ratings: Class IV.
    - b. Operator Speed: 18 inches (457 mm) per second.
  - 3. Warranty: 2 years.
  - 4. Electrical Power Requirements: 115/208/230V AC, single phase, 60 Hz.
  - 5. Electrical Power Requirements: 208/230/460/575V AC, 3-phase, 60 Hz.
  - 6. Motor: 1 HP, continuous duty.
    - a. Capacity: Supports gate lengths up to 80 feet (24.5 m) and gate weights up to 3,000 pounds (1361 kg).
  - 7. Motor: 2 HP, continuous duty.
    - a. Capacity: Supports gate lengths up to 80 feet (24.5 m) and gate weights up to 5,000 pounds (2268 kg).
  - 8. Hydraulic Pump: Maximum 3 gallons per minute.
  - 9. Enclosure: Metal-framed, powder-coated, weatherproof, lockable, 14-gauge pre-galvanized steel.
  - 10. Drive Rails: Provide optional drive rails in 8-foot (2438 mm) lengths.

11. Drive Rails: Provide optional drive rails in 20-foot (6096 mm) lengths.
12. Built-in Receiver: Single remote control solution for gate access, extra access points.
13. Integrated 3-Button Control Station: 3-button control station incorporated into the outside of the control box.
14. Inherent Obstruction Sensing: Offers separate force adjustments for both the open and closed directions. If the gate strikes an obstruction, a closing gate will reverse to open and an opening gate will stop.
15. External Obstruction Sensing: Input connections are provided for external contact and non-contact sensors, such as photo eyes and edge devices.
16. Advanced Dual-Gate Operation: 2-wire system allows the operation of 2 separate gate operators in unison at a single entrance; accessories connect to either operator.
17. Sequenced Access Management: Capable of sequentially controlling the operator in tandem with a barrier gate.
18. Limit Settings: NEMA 4, modular and fully adjustable.
19. Maglock Control: Dedicated control relay provided to activate and deactivate locks.
20. LED Indicators: Operator input, status and diagnostic LEDs.
21. Control Inputs: Allow the connection of optional external devices like loop detectors, access control systems and radio receivers.
22. Digital Logic Control: Supports long-distance control wiring runs of over 1,000 feet (305 m).
23. Surge and Spike Protection: Circuitry designed to provide protection from external spikes or surges.
24. Warning Device: UL 325 compliant entrapment warning alarm has ability to be set for pre-operation warning; provides 3-second warning prior to and during gate movement.
25. Loop Detector Inputs: Compatible with exit, shadow and interrupt loop detectors.
26. Timer-to-Close: Adjustable timer can be set from 1 to 180 seconds. Unit automatically resets upon receiving any additional open commands.
27. Maximum Run Timer: Protects against damage to the gate and operator by limiting the unit's run time to 120 seconds.
28. Manual Hydraulic Release: Allows gate to be opened in the event of a power loss without removing the operator cover.
29. Accessories: Provide the optional accessories listed below.
  - a. Plug-in loop detectors.
  - b. Thermostatically controlled fin-type heater.
  - c. Auxiliary contact blocks.
  - d. Remote antenna mounting kit.

## PART 2 EXECUTION

### 2.1 EXAMINATION

- A. Verify existing conditions before starting work.

### 2.2 PREPARATION

- A. Inspect and prepare substrates using the methods recommended by the manufacturer for achieving best result for the substrates under project conditions.
- B. Do not proceed with installation until substrates have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.
- C. If preparation is the responsibility of another installer, notify Engineer in writing of deviations from manufacturer's recommended installation tolerances and conditions.

### 2.3 INSTALLATION & PROTECTION

- A. Perform all electrical work required and as indicated on the plans (if Automatic Gate is specified).
- B. Install gate in accordance with manufacturer's instructions. Test for proper operation and adjust until satisfactory results are obtained.
- C. Protect installed products until completion of project.
- D. Touch up, repair or replace damaged products before Substantial Completion.

**SP507-D00003-01**

**CITY OF DANVILLE  
SPECIAL PROVISION FOR  
PERIMETER SECURITY FENCE**

March 12, 2019

**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes:
  - 1. Fencing.
- B. Related Sections:
  - 1. Special Provision for Manual or Automatic Slide Gate

**1.2 UNIT PRICE - BASIS OF MEASUREMENT**

- A. All work specified in this section shall be paid for on a linear foot basis, unless otherwise noted on the Bid Form.

**1.3 REFERENCES**

- A. ASTM International:
  - 1. ASTM F1043 – Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework, Group I-C Heavy Industrial.
  - 2. ASTM F567 – Installation of Chain Link Fence Federal Specification RR-F-191K/3D Fencing, Wire and Post Metal (Chain Link Fence Posts, Top Rails, and Braces), Class 1, Grade B AASHTO M-181 Chain Link Fence, Grade 2 (American Association of State Highway Transportation Officials), Grade 2 Federal Aviation Administration AC 150/5370 Item F162.

**1.4 SUBMITTALS**

- A. Materials Source: Submit supplier's name and other required information on VDOT Form C-25 "Source of Materials". This form **MUST BE APPROVED** prior to any material purchase.
- B. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- C. Product Data: Submit product information from manufacturer that meets or exceeds specified requirements.
- D. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified.

**1.5 CLOSEOUT SUBMITTALS**

- A. Project Record Documents: Accurately record actual locations of fence.

**1.6 QUALITY ASSURANCE**

- A. Perform Work in accordance with Virginia Department of Transportation (VDOT) standards.
- B. Manufacturer shall certify products are in accordance with "VDOT material supplier's quality assurance program".

**PART 2 PRODUCTS****2.1 FENCING**

- A. Polymer Coated Framework: OnGuard SS/WT 40 or approved equal.

1. Polymer Coating: The polymer coating, PVC or polyolefin elastomer shall have a film thickness of 10 mils (0.254 mm) minimum coating or polyester 3 mils (0.0076 mm) minimum coating.
2. Joints: ASTM C443 rubber compression gasket.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Administrative Requirements: Verification of existing conditions before starting work.

#### 3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with bedding material.
- B. Remove large stones or other hard matter which could damage fence.

#### 3.3 INSTALLATION - Fence

- A. Install fence posts in accordance with ASTM Practice 567.
- B. Install chain link fence accessories: ASTM F626 Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- C. Post Caps: PVC-coated formed steel, cast malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. Install as shown on drawings.
- D. Top Rail and Brace Rail Ends: PVC-Coated pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- E. Sleeves: Lengths of top rails to be connecting using 6" PVC-coated sleeves that allow for expansion or contraction of the rail.
- F. Tie Wire: PVC-coated 9 gauge galvanized steel or aluminum for attachment of chain link fabric to posts and rails. Hog rings attach fabric to tension wire to be 12 ½ GA.
- G. Brace and tension (stretcher bar) bands: PVC-coated pressed steel.
- H. Tension Wire: PVC applied to metallic coated steel wire: Per ASTM F 1664 Class 2a, 6 gauge diameter core wire with tensile strength of 75,000 psi.
- I. Truss rods & tightener: PVC-coated steel rods with minimum diameter of 5/16". Capable of withstanding a tension of minimum 2,000 lbs.
- J. Nuts and bolts are galvanized but not vinyl coated. Cans of PVC touch up paint shall be available to color coat bolts.



**SP517-D00001-01**

CITY OF DANVILLE  
SPECIAL PROVISION FOR  
**SECTION 517—CONTRACTOR CONSTRUCTION SURVEYING**

January 4, 2019

**SECTION 517—CONTRACTOR CONSTRUCTION SURVEYING** of the Specifications is replaced by the following:

**517.01 – Description**

This work shall consist of the Contractor providing surveying and stakeout as detailed herein for the successful prosecution of work as indicated on the plans and as directed by the Engineer. Stakeout work shall be in accordance with the Department's Survey Manual, this special provision, and as directed by the Engineer.

**517.02 – General Requirements**

The Contractor shall ensure the following surveying work shall be performed by or under the direct responsibility, control and personal supervision of a Land Surveyor holding a valid license to practice surveying in the Commonwealth of Virginia and who is experienced in highway construction stakeout work including the following:

- horizontal and vertical control for bridges,
- horizontal and vertical control for box culverts and single and multiple line pipe culverts as specified herein,
- horizontal and vertical control for additional centerlines or baselines for roadways, ramps, loops and connections and
- fine grade or other grade stakes as necessary for construction.
- when specified in the Contract, boundary surveying in accordance with Section 503.

All other surveying work shall be performed by or under the direct supervision and control of the Contractor who is experienced in highway construction stakeout.

The Contractor shall preserve City furnished centerline or baseline control, references and location benchmarks. The Contractor shall provide all construction benchmarks and reference stakes he develops as detailed herein. All alignment established by the Contractor shall be referenced, with a copy of the references furnished to the Engineer.

The City will provide, upon request and receipt of a signed data release agreement, electronic CADD drawings in their original file format. These files shall not be considered Contract Documents and will be provided for the benefit for the Contractor.

For Construction or Minimum Plan projects, the Contractor shall provide the Engineer with a record copy of certified plats, survey drawings, field notes and computations prior to the use of said stakeout information for construction. Survey record drawings shall be prepared and certified in accordance with this specification and the sample figure drawings as shown in the Department's Survey Manual. Electronic data files may be submitted along with paper sketches and drawings, subject to the prior approval of the Engineer.

All electronic copies submitted shall be in a format fully compatible with the City's existing computer hardware and software.

For No Plan projects, the Contractor will not be required to reference alignment he creates; provide construction benchmarks and reference stakes he develops; provide record copy of certified plats, survey drawings, field notes, computations, survey record drawings, and electronic data files.

### **517.03 – Contractor Responsibility for Examination of Data**

For Construction or Minimum Plan projects, it shall be the responsibility of the Contractor to examine all surveying work provided by the City for accuracy. Should a disagreement involving the accuracy of stakeout or survey work arise during construction, the Contractor shall provide written notice to the Engineer within 24 hours, precisely describing and documenting the discrepancy. The Engineer will determine the validity of the Contractor's assertion in the notice, respond to the Contractor within 3 working days of receipt of the Contractor's notice, and provide direction on how to proceed. The Engineer will give consideration to an extension of time in accordance with Section 108.04 or provide additional compensation as deemed appropriate after documentation and evidence to the Engineer's satisfaction if both of the following occurs:

- There are delays to the project as a result of inaccurate stakeout information provided by the City where such delays adversely impact the critical path of the work or where extra expense is encountered by the Contractor to correct elements of defective survey work by the City.
- Where written notice is provided by the Contractor within the timeframe specified. Failure to furnish written notice of such a discrepancy within the timeframe specified will invalidate any later claim for time impact or costs by the Contractor unless specifically waived by the Engineer.

Examination of Data as specified above will not be required of the Contractor for No Plan projects.

### **517.04 – Construction (C) projects**

The following specific requirements shall apply:

- (a) **Digital Terrain Model (DTM) and Construction Cross-sections:** Original location Digital Terrain Model (DTM) will be provided by the City upon request and will serve as a basis of payment for earthwork. The Contractor shall be responsible for taking construction DTMs or cross-sections of areas that, in their determination, do not agree with the City furnished original location DTMs. The Contractor shall submit the disputed DTM information to the Engineer for verification prior to any excavation by the Contractor in these alleged areas of change. The DTM information furnished by the City and submitted by the Contractor shall be compatible to the City's current DTM format.
- (b) **Temporary Benchmarks:** The Contractor shall provide and protect temporary construction benchmarks within the construction limits. Temporary construction benchmarks shall be located not farther than 500 feet apart for the total length of the project or as indicated on the plans. Temporary construction benchmarks that are disturbed by the Contractor's activities during construction operations shall be reestablished by the Contractor at no additional cost to the City.
- (c) **Horizontal and vertical control for bridges:** The Contractor shall stake all bridges. These stakeouts shall require certified plats. Certified plats, field notes, coordinates and computations shall be furnished by the Contractor to the Engineer in accordance with Sample Figures 2 and 3 as shown in the Department's Survey Manual prior to the Contractor beginning work on these structures.
- (d) **Horizontal and vertical control for all box culverts, all pipe culvert installations (including single and multiple line installations) with a total hydraulic opening equivalent to 12.6 square feet , and**

**for all closed systems such as storm sewers, and sanitary sewers regardless of size:** These stakeouts are deemed critical and require certified plats. The Contractor's surveyor shall stake all such installations. Certified Plats for these stakeouts shall be furnished in accordance with Sample Figure 1 as shown in the Department's Survey Manual and shall be submitted to the Engineer prior to the Contractor beginning installation work on these culvert structures. The notes, coordinates, or computations used to support the platted information shall be provided to the Engineer with the certified plat. For the purposes of identifying those pipe culvert installations refer to the areas (hydraulic openings) shown in the PB-1 Standards for the respective sizes of pipes specified on the plans. Where multiple lines of pipes are shown, the areas of the pipe sizes shall apply to the total areas of the number of lines specified in the plans. For box culverts refer to the sizes shown in the BC-1 Standards to determine areas of total hydraulic opening.

- (e) **Horizontal and vertical control for pipe culvert installations (including single and multiple line installations) having a total hydraulic openings equivalent to 3.1 square feet and up to 12.5 square feet:** The Contractor shall stake horizontal and vertical controls for pipe culvert installations having a total hydraulic opening equivalent to 3.1 square feet and up to 12.5 square feet. These stakeouts require sketches, but not certified plats and shall be furnished to the Engineer prior to the Contractor beginning work on these culvert structures. For the purposes of identifying those pipe culvert installations refer to the areas (hydraulic openings) shown in the PB-1 Standards for the respective sizes of pipes specified on the plans. Where multiple lines of pipes are shown, the areas of the pipe sizes shall apply to the total areas of the number of lines specified in the plans. For box culverts refer to the sizes shown in the BC-1 Standards to determine areas of total hydraulic opening.
- (f) **Horizontal and vertical control for additional centerlines or baselines for roadways, ramps, loops and connections:** The Contractor shall provide horizontal and vertical controls for additional centerlines or baselines for roadways, ramps, loops and connections.
- (g) **Grading and paving construction:** The Contractor shall provide fine grade or other grade stakes required for the construction of the project as the work progresses except as otherwise stated herein.

Fine grade stakes shall be set on all projects on which the plans show a definite grade line. Fine grade hubs shall be set on at least one side with distances and grades referenced to the finished centerline grade. Typically, on curves, the Contractor shall provide the distances and elevations to each edge of pavement and centerline through the transitions and the distances and elevations to the edge of pavement only (straight-line super) through full super portions of the curve.

On projects where grading and paving is performed under the same contract, only one set of fine grade stakes will be required by the Engineer. Fine grade stakes may be used for fine grade and paving grade.

On Secondary Road projects, fine grade stakes shall be provided by the Contractor only on those projects having curb and gutter or as directed by the Engineer.

Special design ditches shall be staked with an offset and cut to the centerline of the ditch. Radius points for pavement flares at connections shall be staked by the Contractor.

Generally, slope stakes shall be set by the Contractor as an initial part of the construction operations on the project.

- (h) **Right of way and boundary stakeout:** Right of way stakes shall be placed at a minimum of 100-foot intervals on each side of the roadway or as directed by the Engineer and the stakes shall be marked with both the station and offset back to centerline.

When specified in the Contract, the Contractor shall provide all final boundary stakeout in accordance with Section 503.

- (i) **Locating and setting right-of-way monuments:** When specified in the Contract, the Contractor shall provide all location and final right of way monumentation in accordance with Section 503.

#### 517.05 – Minimum Plan (M) projects

Roadway centerlines shall be in accordance with the centerline shown on the plans or established by the Engineer. The grade shall generally follow that shown on the plans. In the absence of a grade line on the plans, the proposed grade shall generally follow the existing grade as directed by the Engineer. The approximate depth of centerline cuts and fills shall be obtained from the plans with the exception of certain locations at the discretion of the Engineer. At those locations, only a minimum number of centerline grade stakes may be furnished by the City from which the approximate depth of centerline cuts and fills shall be obtained. Slope tolerances specified in the Specifications will not be required.

The following specific requirements shall apply:

- (a) **Digital Terrain Model (DTM) and construction cross-sections:** “M” projects are based on plan quantities; therefore DTM and construction cross-sections are not required.

Should the Engineer determine at any time that an actual measurement is warranted, the City will make the necessary measurement in the field.

- (b) **Horizontal and vertical control for bridges:** These stakeouts require certified plats. Certified plats, field notes, coordinates and computations shall be furnished to the Engineer by the Contractor in accordance with Sample Figures 2 and 3 as shown in the Department’s Survey Manual prior to the Contractor beginning work on these structures.
- (c) **Horizontal and vertical controls for all box culverts, all pipe culvert installations (including single and multiple line installations) with a total hydraulic opening equivalent to 12.6 square feet and larger, and for all closed systems such as storm sewers, and sanitary sewers regardless of size:** These stakeouts are deemed critical and require certified plats. Exceptions may be granted by the Engineer for simple closed systems by requiring stake out sketches. The Contractor shall stake all such installations. Certified Plats for these stakeouts shall be in accordance with Sample Figure 1 as shown in the Department’s Survey Manual and shall be submitted to the Engineer prior to the Contractor beginning work on these culvert structures. The notes, coordinates, or computations used to support the platted information shall be provided by the Contractor to the Engineer with the certified plat.
- (d) **Horizontal and vertical control for pipe culvert installations (including single and multiple line installations) having a total hydraulic openings equivalent to 3.1 square feet and up to 12.5 square feet:** The Contractor shall stake horizontal and vertical controls for pipe culvert installations having a total hydraulic opening equivalent to 3.1 square feet and up to 12.5 square feet. These stakeouts require sketches, but not certified plats and shall be furnished to the Engineer prior to the Contractor beginning work on these culvert structures. For the purposes of identifying those pipe culvert installations refer to the areas (hydraulic openings) shown in the PB-1 Standards for the respective sizes of pipes specified on the plans. Where multiple lines of pipes are shown, the areas of the pipe sizes will apply to the total areas of the number of lines specified in the plans. For box culverts refer to the sizes shown in the BC-1 Standard to determine areas of total hydraulic opening.
- (e) **Temporary Benchmarks:** The Contractor shall provide and protect temporary construction benchmarks within the construction limits. Temporary construction benchmarks shall be located not farther

than 500 feet apart for the total length of the project or as indicated on the plans. Temporary construction benchmarks that are disturbed by the Contractor's activities during construction operations shall be reestablished by the Contractor at no additional cost to the City.

- (f) **Grading and paving construction:** The Contractor shall provide fine grade or other grade stakes required for the construction of all projects except as stated herein as the work progresses. Slope stakes are not required on "M" projects.

Fine grade stakes shall be set on all projects on which the plans show a definite grade line. Fine grade hubs shall be set on at least one side with distances and grades referenced to the finished centerline grade. Typically, on curves, the Contractor shall provide the distances and elevations to each edge of pavement and centerline through the transitions and the distances and elevations to the edge of pavement only (straight-line super) through full super portions of the curve.

On projects where grading and paving is performed under the same contract, only one set of fine grade stakes will be required by the Engineer. Fine grade stakes may be used for fine grade and paving grade.

On Secondary Road projects, fine grade stakes shall be provided by the Contractor only on those projects having curb and gutter or as directed by the Engineer.

Special design ditches shall be staked with an offset and cut to the centerline of the ditch. Radius points for pavement flares at connections shall be staked by the Contractor.

- (g) **Right of way and boundary stakeout:** Right of way stakes shall be placed at a minimum of 100-foot intervals on each side of the roadway or as directed by the Engineer and the stakes shall be marked with both the station and offset back to centerline.

When specified in the Contract, the Contractor shall provide all final boundary stakeout in accordance with Section 503.

- (h) **Setting right-of-way monuments:** When specified in the Contract, the Contractor shall provide final right of way monumentation.

#### **517.06 – No Plan (N) projects**

Roadway centerlines shall be in accordance with the centerline shown on the plans or established by the Engineer. The grade shall generally follow that shown on the plans. In the absence of a grade line on the plans, the proposed grade shall generally follow the existing grade as directed by the Engineer. The approximate depth of centerline cuts and fills will be obtained from the plans with the exception of certain locations at the discretion of the Engineer. At those locations, only a minimum number of centerline grade stakes may be furnished by the City from which the approximate depth of centerline cuts and fills may be obtained. Slope tolerances specified in the Specifications will not be required.

#### **517.07 – Measurement and payment**

**Construction surveying** will be paid for at the contract lump sum price for the type of project specified, Construction or Minimum Plan. This price shall be full compensation for performing the work prescribed herein.

Payment for construction surveying will be made upon written request by the Contractor. Such request shall be submitted to the Engineer no earlier than five days, and no later than two days prior to the progress estimate date. Payment may be made in increments selected by the Contractor. However, payments will

not exceed 60 percent of the contract unit price bid until the Contractor provides the Engineer with surveying field notes, layouts, computations, certified plats, sketches and drawings in the format approved by the Engineer.

The cost of **No Plan project construction surveying** shall be included in the price bid for other appropriate items which shall be full compensation for performing the work prescribed herein.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Construction surveying (Type)	Lump sum

# **VOLUME II - BID PROPOSAL DOCUMENTS AND SELECTED FORMS**

## **DIVISION I – CONTRACTOR’S BID PROPOSAL**

### **BID PROPOSAL**

#### **CONSTRUCTION OF PERIMETER FENCING FOR EXPANSION OF BUS PARKING FACILITY**

##### **IFB 18-19-087**

The undersigned, as Bidder, hereby declares that he or she and their associates are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the specifications for the work and contractual documents relative thereto and have read all special provisions furnished prior to the bid opening; that they have satisfied themselves relative to the work to be performed, and materials and equipment to be furnished.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Danville, Virginia in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of the City of Danville, Virginia with definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents: set opposite the several items that follow:

Note: Bid Item List is provided for comparison purposes only and may not be all inclusive of the work depicted in the contract documents. The bidder is responsible for estimating all quantities associated with the bid.



**BID SCHEDULE**

A	B	C	D	E	F	G	H
ITEM NO.	ITEM CODE	SPEC NO.	DESCRIPTION OF WORK	SCHED QTY	UNIT	UNIT PRICE	TOTAL PRICE  (E X G)
<b>SCHEDULE 01</b>							
01	25570	ATTD	NS CONTRACT MANUAL SLIDING SECURITY GATE	1.00	LS		
02	25600	ATTD	NS FENCE 8' SECURITY FENCE	360.00	LF		
						<b>BASE BID TOTAL</b>	

Note: "ATTD" under column C denotes that the specification for the bid item is included in the special provisions (or "attached")

The Bidder further agrees that:

1. The City, in protecting its best interest, reserves the right to reject any or all bids or waive any defects in favor of the City. Any changes, erasures, deletions in the unit or lump sum prices above, modifications in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection.
2. All quantities listed above are estimates only and the City reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit or lump sum prices shall be used in determining partial or final payment.
3. If awarded the contract, to execute and deliver to the City within ten (10) consecutive calendar days after their receipt of the contract documents, a satisfactory Performance Bond and Labor & Material Bond, as required, in the amount of one hundred percent (100%) of the contract amount along with the signed agreement.
4. In case of failure on their part to execute the said agreement within ten (10) consecutive calendar days after receipt of the contract documents, the monies payable by the Security accompanying this bid shall be paid to the City of Danville, Virginia, as liquidated damages for such failure; otherwise, the Security accompanying this bid shall be returned to the Bidder.
5. The work under this contract shall commence not later than five (5) consecutive calendar days after the date of a written Notice To Proceed is given by the City to the Contractor and shall be completed within the number of days or by the fixed date stipulated in the contract for each phase of the work.
6. The Contractor shall be subject to liquidated damages to be assessed in accordance with the Specifications for each day the work is incomplete past the contract number of days or fixed date of completion for each phase of work. The Bidder, if awarded the Contract, waives any defense as to the validity of any liquidated damages stated in the Contract or assessed by the City on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.
7. This bid is subject to acceptance within a period of ninety (90) days from this date.

**8. Certificate of Compliance with Buy America Requirements (Certify One Statement)**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**9. The Contractor will comply with all federal provisions, make the same provisions, and seek the same assurances in each subcontract.**

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

Bidder's Bond or Certified Check in the amount of

\$ \_\_\_\_\_

If Bond, Name of Surety:

\_\_\_\_\_

If Check, Name of Bank:

\_\_\_\_\_

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CONTRACTOR: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX #: \_\_\_\_\_

City of Danville Business License# : \_\_\_\_\_

Federal Tax#: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Printed or Typed) (Signed)

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

Attest:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Printed or Typed) (Signed)

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

Registered as a contractor under Chapter 175E, Section 4539(117), Code of Virginia as amended by Chapter 404, Act of Assembly, 1944,

Certificate No. \_\_\_\_\_

Registered As \_\_\_\_\_

Commonwealth of Virginia State Corporation Identification No. \_\_\_\_\_

## **DIVISION II – SELECTED FORMS**

CONTRACTOR'S EEO POLICY STATEMENT

Prior to the award of a State Contract, the Contractor shall submit an Equal Employment Opportunity (\*EEO\*) Policy Statement to the contracting agency within the frame established by that agency. The Contractor's EEO Policy Statement shall contain, but not necessarily limited to, and the Contractor, as a precondition to entering into a valid and binding State Contract, shall, during the performance of the State Contract, agree to the following:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implement of the Contractor's obligations herein.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

### BID BOND

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

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

City of Danville, Virginia  
427 Patton Street, Room 304  
Danville, Virginia 24541

BID

Bid Due Date:  
Description *(Project Name and Include Location):*

BOND

Bond Number:  
Date *(Not earlier than Bid due date):*  
Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)      \_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name      Print Name

\_\_\_\_\_  
Title      Title

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

\_\_\_\_\_  
Title      Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# PERFORMANCE BOND

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

\_\_\_\_\_  
CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):  
City of Danville, Virginia  
427 Patton Street, Room 304  
Danville, Virginia 24541

CONTRACT  
Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):

BOND  
Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. \_\_\_\_\_

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
1. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 1.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 1.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
2. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
3. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 3.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 3.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
  - 3.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
4. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
5. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
7. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
8. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
9. Definitions.
- 9.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 9.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 9.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 9.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

**PAYMENT BOND**

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Danville, Virginia  
427 Patton Street, Room 304  
Danville, Virginia 24541

**CONTRACT**

Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):

**BOND**

Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_ (Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_ (Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

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

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

Title

Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

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

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

#### 15. Definitions

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

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

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

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#### FOR INFORMATION ONLY

Surety Agency or Broker (*Name, Address and Telephone*):

Owner's Representative (*Engineer or Other*)

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

Name Date

\_\_\_\_\_

Title



### CERTIFICATION REGARDING PARTICIPATION

Certification is given herewith, that pursuant to 11-41.1 of the Code of Virginia 1950 as amended, that the undersigned organization has not been engaged under a separate contract as an architect or engineer in connection with this project.

\_\_\_\_\_  
Name of Official (print)

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

STATE OF \_\_\_\_\_

COUNTY / CITY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes  
and says that the answers to the foregoing statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT**  
**COMMONWEALTH OF VIRGINIA**

The undersigned bidder or offeror certifies, to the best of his knowledge and belief, that:

1. The firm or corporation he represents is not presently barred from bidding on contracts by any agency of the Commonwealth of Virginia.
2. Neither he nor the firm or corporation he represents is a part of any firm or corporation that is presently barred from bidding on contracts by any agency of the Commonwealth of Virginia.
3. No subcontractor or suppliers intended for use on this project are presently barred from bidding on contracts by any agency of the Commonwealth of Virginia.

\_\_\_\_\_  
Name of Official (print)

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation



6. List current contracts. Include owner, location, approximate contract value, and estimated completion date.

7. List major items of equipment available for use on this project.

8. List three materials suppliers used or planned to be used and amount of credit available for each.

a. \_\_\_\_\_

Credit Available:\$ \_\_\_\_\_

b. \_\_\_\_\_

Credit Available:\$ \_\_\_\_\_

c. \_\_\_\_\_

Credit Available:\$ \_\_\_\_\_

9. List one or more bank references and amount of credit available for each.

10. List current coverage amounts on the following types of insurance carried by the organization.

a. Liability – Property

b. Liability – Personal Injury

c. Vehicle and Equipment

d. Other – Identify

11. List the organization's surety and highest coverage.

12. List subcontractors utilized. Include full name, address, specialty, and years experience.

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

13. Provide a general description of the experience of the organization and key personnel.

14. Provide the number of current full-time employees of the organization: \_\_\_\_\_

15. Are you or the organization on any list of debarred contractors maintained by the U.S. Department of Labor, the U.S. Department of Housing and Urban Development, the Virginia Department of Transportation, or any locality in Virginia? If yes to any, provide details.

16. List all contracts which have resulted in arbitration, litigation, or legal settlement of claims within the past two years.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Danville or the Virginia Department of Transportation in verification of the recitals comprising this statement of qualifications:

\_\_\_\_\_  
Name of Official (print)

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

STATE OF \_\_\_\_\_

COUNTY / CITY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the answers to the foregoing statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_

# **VOLUME III – SAMPLE PROJECT DOCUMENTS**

Notice of Award

<Contractor>  
<Contractor Address Line 1>  
<Contractor Address Line 2>

Project Description: **CONSTRUCTION OF PERIMETER FENCING FOR BUS PARKING LOT EXPANSION**  
CITY IFB NO. **18-19-087**  
STATE PROJ. NO. **42019-36**

You are hereby notified that your bid proposal dated <BID DATE> in the amount of <BID PRICE> has been accepted by the City of Danville (The City).

Enclosed, please find the formal agreement (the Agreement). You are requested to execute the Agreement and return two (2) copies along with the required insurance certificates, bonds, and other documents and forms as required by the Contract Documents within ten (10) calendar days from the receipt of this notice. You are reminded that insurance documents must list the City of Danville as an additional insured, and that the endorsement must be issued by the insurance company. (A notation on the certificate of insurance is not sufficient),

You are required to return an acknowledged copy of this Notice of Award to the City. If you fail to execute the Agreement and to furnish said documents within ten (10) days from the receipt of this notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned. The City will be entitled to such other rights as may be granted by law.

Dated this <AWARD DATE>

By: \_\_\_\_\_  
Director of Purchasing

Acceptance of Award

Receipt of the above Notice of Award is hereby acknowledged by

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

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







**APPLICATION AND CERTIFICATION FOR PAYMENT**



City of Danville, Virginia  
 Department of Public Works  
 Engineering Division

ATTN: Chris Franks  
 P.O. Box 3300 Danville, VA 24541

PROJECT NAME  
 CITY PROJECT NO.  
 CITY PO NO.  
 STATE PROJECT NO.  
 FHWA PROJECT NO.  
 ENGINEER/CEI FIRM

APPLICATION NO.  
 CONTRACTOR INVOICE NO.  
 APPLICATION DATE  
 PERIOD START  
 PERIOD END  
 CONTRACTOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Quantity Summary Sheet is attached.

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACT SUMMARY			
1	ORIGINAL CONTRACT SUM	CONTRACT VALUE	\$ -
2	NET CHANGE BY CHANGE ORDERS	SEE BELOW	\$ -
3	CONTRACT SUM TO DATE	LINE 1 + LINE 2	\$ -
4	CONTRACT RETENTION	CONTRACT VALUE	0.00%
5	LIQUID ASPHALT CONTRACT BASE INDEX	CONTRACT VALUE	\$ -
6	LIQUID ASPHALT INDEX THIS PERIOD	VDOT	\$ -
SUMMARY THIS PERIOD			
7	GROSS EARNED THIS PERIOD	COLUMN Q FROM SUMMARY SHEET	\$ -
8	ADJUSTMENT THIS PERIOD	LINE 12A FROM LA ADJ WORKSHEET	\$ -
9	ADJUSTED GROSS EARNED THIS PERIOD	LINE 7 + LINE 8	\$ -
10	ADJUSTED RETAINAGE THIS PERIOD	LINE 9 X LINE 4	\$ -
11	ADJUSTED NET EARNED THIS PERIOD	LINE 9 - LINE 10	\$ -
SUMMARY TO-DATE			
12	GROSS EARNED TO DATE	LINE 7 + LINE 12 FROM PREVIOUS	\$ -
13	ADJUSTMENT TO DATE	LINE 8 + LINE 13 FROM PREVIOUS	\$ -
14	ADJUSTED GROSS EARNED TO DATE	LINE 12 + LINE 13	\$ -
15	ADJUSTED RETAINAGE TO DATE	LINE 10 + LINE 15 FROM PREVIOUS	\$ -
16	ADJUSTED NET EARNED TO DATE	LINE 14 - LINE 15	\$ -
17	BALANCE TO FINISH (NOT INCLUDING ADJUSTMENTS)	LINE 3 - LINE 12	\$ -
17a	BALANCE TO FINISH (INCLUDING ADJUSTMENTS)	LINE 3 - LINE 14	\$ -
18	LESS PREVIOUS CERTIFICATES FOR PAYMENT	LINE 18 FROM PREVIOUS + AMT CERTIFIED FROM PREVIOUS	\$ -
19	NET PAYMENT DUE	LINE 16 - LINE 18	\$ -
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		\$ -	\$ -
Total approved this Month		\$ -	\$ -
TOTALS		\$ -	\$ -
NET CHANGES by Change Order		\$ -	\$ -

CONTRACTOR \_\_\_\_\_ Date \_\_\_\_\_  
 State of \_\_\_\_\_  
 City of \_\_\_\_\_  
 Subscribed and Sworn to before me  
 This \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

Engineer/Representative's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

AMOUNT CERTIFIED: \_\_\_\_\_  
 Engineer/Representative \_\_\_\_\_ Date \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Quantity Summary Sheet that are changed to conform with the amount certified.)

**OWNER APPROVAL**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

# Certificate of Substantial Completion

Project: **CONSTRUCTION OF PERIMETER FENCING FOR BUS PARKING LOT EXPANSION**  
STATE PROJ. NO. 42019-36  
FED. PROJ. NO.

Owner: CITY OF DANVILLE

Owner's Contract No.: 18-19-087

Contract: IFB 18-19-087

Engineer's Project No.:

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

- All Work under the Contract Documents:                       The following specified portions of the Work:

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[month, day], 20

Date of Substantial Completion

The WORK to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and found to be substantially complete, and Accepted by the CITY OF DANVILLE. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the CONTRACT DOCUMENTS, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all WORK in accordance with the CONTRACT DOCUMENTS.

**The responsibilities between OWNER and CONTRACTOR for insurance and warranties shall be as provided in the CONTRACT DOCUMENTS except as amended as follows:**

- Amended Responsibilities     Not Amended

OWNER'S Amended Responsibilities:

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CONTRACTOR'S Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of WORK not in accordance with the CONTRACT DOCUMENTS nor is it a release of CONTRACTOR'S obligation to complete the WORK in accordance with the CONTRACT DOCUMENTS.

_____	[month, day], 20
Executed by ENGINEER	_____
	Date
_____	[month, day], 20
Accepted by CONTRACTOR	_____
	Date
_____	[month, day], 20
Accepted by OWNER	_____
	Date

<Date>

<Contractor>

<Contractor Address Line 1>

<Contractor Address Line 2>

RE: **NOTICE TO PROCEED CONSTRUCTION**  
CONSTRUCTION OF PERIMETER FENCING FOR BUS PARKING LOT EXPANSION  
STATE Project No. 42019-36  
Contract: 18-19-087 PO: <PO No.>

Dear <Contractor>,

This letter shall serve as your notice to proceed construction of the above referenced project. The effective date of this notice is **<NTP Date>** with a contract completion of **<Contract Days OR Final Completion Date>**. The contract provides that physical work will commence on the site within <Contract No. of Days> days of the effective date of this notice to proceed. Please sign and return a copy of this letter to confirm your receipt and acceptance of the date.

Sincerely,

Christopher P. Franks  
Chief Engineer  
Public Works Department

**CONTRACTOR'S ACCEPTANCE OF NOTICE**

Receipt and acceptance of the above Notice To Proceed Construction is hereby acknowledged by **<Contractor>** this \_\_\_ day of \_\_\_\_\_, 2019.

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

TITLE \_\_\_\_\_