



CITY OF DANVILLE, VIRGINIA  
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

**IFB 21-22-050**

**“FY 2022-2023 STREET PLAINING AND RESURFACING”**

**January 18, 2022**

In Accordance with the latest edition of

Virginia Department of Transportation Road & Bridge Specifications  
&  
Virginia Work Area Protection Manual

Including all revisions, supplements and amendments.

Prepared by the Office of the City Engineer

DANVILLE, VIRGINIA

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## **NOTICE TO BIDDERS**

Date: January 18, 2022

Invitation for Bid (IFB) 21-22-050

FY 2022-2023 STREET PLAINING AND RESURFACING

Pre-Bid: A Pre-Bid meeting will be held **Thursday January 27, 2022, at 10:00 AM** in the second-floor conference room 427 Patton Street, Danville Virginia 24541.

Questions may be submitted in writing until **5:00PM** Wednesday **February 2, 2022**.

A final Addendum answering all questions will be issued electronically no later than **5:00PM** Friday **February 4, 2022**. Submit all questions in writing via email to

[Purchasing@danvilleva.gov](mailto:Purchasing@danvilleva.gov) or in person to the City of Danville Purchasing Office 427 Patton Street Room 304, Danville, Virginia 24541.

**Bid Date & Time: February 8, 2022 2:00 P.M. (EST)**. Bids received after this date and time will not be accepted. The bids will be opened and publicly read aloud at this time. All bids must be **Sealed**, and the package marked as follows:

***IFB 21-22-050***

***FY 2022-2023 STREET PLAINING AND RESURFACING***

***Bid Date: February 8, 2022***

***Bid Time: 2:00 P.M. (EST)***

**Bid Location:** All **Seal Bids** must be delivered to this location by the day and time listed.

***City of Danville - Municipal Building***

***427 Patton Street, Room 304 (Purchasing Office)***

***Danville, Virginia, 24541***

A proposal guaranty (bid bond, certified check, or cash escrow) is required to be submitted with the bid equal to at least 5% of the bid.

The Contractor must be prequalified with the Virginia Department of Transportation (VDOT) in order to submit a bid for this project. Any proposed subcontractors shall be prequalified as well. For information about becoming prequalified with VDOT, please visit <http://virginiadot.org/business/const/prequal.asp>. Any bid received from a contractor who is not prequalified with VDOT will be rejected. 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.

The successful bidder and all subcontractors working on this project are required to hold a valid City business license before they begin work.

**CONTINUE ON NEXT PAGE**

**NOTICE TO BIDDERS CONTINUED**

The City reserves the right to reject any or all bids and to waive any irregularities or informalities in the bidding. The procedure for withdrawal of bids due to error shall be according to Virginia Administrative Code §2.2-4330.

An agreement will be presented to the Contractor for signature within 60 days after opening of bids if contract is to be awarded.

General work description: 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 consisting of the following:

Removal of existing asphalt, preparation of streets or other asphalt surfaces, and placement of hot mix asphalt overlay at various locations throughout the City of Danville. The work includes but is not limited to: milling, hauling, disposal of materials, asphalt patching, asphalt overlay, undercutting and backfilling, adjustment and/or installation of utility boxes and manhole frame & covers, restoration of shoulders, traffic control, and clean up. Quality control, saw cutting, erosion control and any other tasks required to complete the work that are not in the listed bid items shall be considered incidental to all applicable items. The contractor will furnish all labor, equipment, and materials to complete, in place, all items under the contract. In Accordance with the latest edition of the Virginia Department of Transportation Road & Bridge Specifications and the Virginia Work Area Protection Manual including all revisions, supplements and amendments.

The quantities listed are not guaranteed and are subject to change. The streets listed on the included estimate sheet are intended to be representative of the proposed work. The City of Danville reserves the right to delete any of the streets listed in this IFB, change the limits of work on any listed street or add additional streets as needed. A final street list will be provided to the contractor prior to the preconstruction meeting. All work shall be paid at the established unit prices of the low bidder.

The contractor shall complete at least 50% of the listed work by July 29, 2022. The contractor shall complete all remaining listed work by November 23, 2022. The completion date of any additional work added after the final street list shall be stipulated at the time the work is added. The contract will remain in effect until May 30, 2023.

The project manual, along with any appendices, for the above project may be obtained from the Purchasing Office, 427 Patton Street Danville, Virginia 24541 as well as the city website: <https://www.danville-va.gov/>

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

**CITY OF DANVILLE**  
**Purchasing Department**

**STANDARD REQUIREMENTS  
&  
INSTRUCTIONS FOR BIDDING**

**Version 2.0**

**April 2, 2015**

Applicable to all construction work performed under contract to  
the City  
(supersedes all prior versions)

**WITH AMMENDMENTS FOR THIS CONTRACT**

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1.0 STANDARD REQUIREMENTS & INSTRUCTIONS FOR BIDDING

1.1 DEFINITIONS

The following terms and expressions used in ~~this document~~ **the Standard Requirements and Instructions for Bidding** 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~~ **Engineer** is intended and similarly the words "approved", "satisfactory", or words of like import, shall mean approved or acceptable or satisfactory to the ~~Contractor~~ **Engineer**.

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.

**1.1.16 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

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~~ **specified in the Notice to Bidders unless changed in an addendum.** 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 and delivered to the location 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 specified in the Notice to Bidders.**

#### 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 **by the date listed in the Notice to Bidders.** An interpretation of the bid invitation document will be made only by written addendum issued

to each **known** potential bidder **and posted on the Purchasing webpage**. 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 **before starting or continuing work**.

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

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

1. **FHWA Required Provisions**
2. **The MUTCD including the Virginia Supplement**
3. **The latest revised Virginia Work Area Protection Manual (VWAPM)**
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. (Volume I, Division II)**
12. **General Conditions and Supplemental General Conditions (Section 00 72 00)**
13. **Technical Specifications (Volume I, Division III)**
14. **SPCNs, SPs, and Bid Item Sheets (Volume I, Division IV)**
15. **The Plans**
16. **VDOT Supplemental Specifications (SS) and Supplemental Drawings**
17. **Other referenced manuals and guidance (such as the LAP Manual)**
18. **The VDOT 2018 Supplement to the 2016 Standard Specifications**
19. **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.**

#### 1.3.4 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.

**d. The total base bid amount may be split between fiscal years meaning part of the award would occur prior to June 30th of the current fiscal year and any remaining award amount would occur after July 1.**

#### 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.

**i. Certificates of insurance shall show the solicitation number, title and UPC numbers (if applicable), and shall list the City of Danville VA as an additional insured.**

## 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 therefore 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 finan-



cial 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.

#### City of Danville Business License:

The successful bidder and all subcontractors working on this project are required to hold a valid City business license before 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 backfilled 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.~~ **The fixed completion date of this project, including any milestones, shall be as specified in the Contract Documents.**

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.~~ **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 and in accordance with Section 108.06 of the Standard Specifications or as amended in the Contract Documents.**

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.~~ **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), the Virginia Work Area Protection Manual (2011 Edition, Revision 1), 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 (3) working days prior to proceeding. The Engineer or Project Manager shall specify the format and reporting requirements at the pre-construction conference.**

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. The Contractor shall submit a schedule in accordance with the VDOT Category M Asphalt Schedules included in the Contract Documents.~~

#### 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.~~ **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 all applicable sections of the current edition of the VDOT 2020 Road & Bridge Specifications and the current edition of the VDOT 2016 Road and Bridge Standards.**

#### 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~~ **all potential hazards.**

#### 1.14.6 CONSTRUCTION ENGINEERING

a. The Engineer will furnish, upon request by the Contractor, **available data pertaining to** 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. The Contractor shall provide construction surveying as specified in the Contract Documents. The City and the Engineer shall not be responsible to provide surveying unless otherwise stated in the contract documents.~~



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.~~

**a. Lane closures shall not be permitted between 3:00 p.m. Friday and 11:00 p.m. Sunday unless approved in writing by the City of Danville.**

**b. Work and work hours during special events and city or state holidays shall be approved in writing by the City of Danville.**

**c. Contractor's normal work hours shall be proposed by the contractor and approved in writing by the City of Danville.**

#### 1.14.8 USE OF EXPLOSIVES

**If approved in writing by the Engineer**, 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 and approved by the city inspector.

##### 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.~~ **Except as hereinafter provided, the City will pay by the end of the month all complete applications for payment submitted by the Contractor by the 10th day of that month; otherwise, payment will be made 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 (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, E&S and Traffic Control inspection forms, QC documentation, and copies of materials tickets as applicable.**

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. **All work, including cleanup, shall be completed for each street before any billable item for that street can be included on the contractor's pay application.**

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.~~

**Retainage will not be withheld by the City on this contract, 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.**

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 **temporarily or permanently** 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 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 **of work items**, 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.

**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.
- B. **Sealed Bids** shall be received by the City in the Purchasing Office no later than

**February 8, 2022, 2:00 PM**

Submit sealed bids to the following address:

ATTN: IFB 21-22-050  
City of Danville  
Purchasing Department  
Room 304  
427 Patton Street  
Danville, VA 24541

- C. All bids will be opened and read aloud.

**1.2 PRE-BID CONFERENCE / QUESTIONS**

- A. The Pre-Bid Conference will be **Thursday January 27, 2022, At 10:00AM** in the second floor conference room 427 Patton Street Danville, Virginia 24541.
- B. Questions may be submitted in writing until **5:00PM** Wednesday **February 2, 2022**. A final Addendum answering all questions will be issued electronically no later than **5:00PM** Friday **February 4, 2022** Submit all questions in writing via email to [Purchasing@danvilleva.gov](mailto:Purchasing@danvilleva.gov) or in person to the City of Danville Purchasing Office 427 Patton Street Room 304, Danville, Virginia 24541.

**1.3 BONDS REQUIRED**

- A. A five percent (5%) bid bond (proposal guaranty) and one hundred percent (100%) payment and performance bonds as detailed in the City of Danville Standard Requirements and Instructions for Bidding.

**1.4 TIME OF COMPLETION**

- A. The contractor shall complete at least 50% of the listed work by **July 29, 2022**. The contractor shall complete all remaining listed work by **November 23, 2022**. The completion date of any additional work added after the final street list shall be stipulated at the time the work is added. The contract will remain open until **May 30, 2023**.
- 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).
  - 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 completion within the Contract Time, by weather conditions above and beyond the amount normally expected, he shall submit a written request to the Engineer.

3. Such a request shall be evaluated by the Engineer 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. The decision of the Engineer 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, the Contractor's sole relief is a time extension.

### **1.5 LIQUIDATED DAMAGES**

- A. Liquidated damages shall be six hundred (600) dollars per day.

### **1.6 PROJECT MANAGER**

- A. Chris Meadows, Construction Inspector Supervisor (434-799-5019 ext. 2534, meadoce@danvilleva.gov) will be the Project Manager and Engineer/Owner's designee and shall have authorities as assigned to the 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 and consists of the following:

The work shall consist of the removal of existing asphalt, preparation of streets, and placement of hot mix asphalt overlay at various locations throughout the City of Danville. The work includes but is not limited to: milling, hauling, disposal of materials, asphalt patching, asphalt overlay, undercutting and backfilling, adjustment and/or installation of utility boxes, restoration of shoulders, traffic control, and clean up. Quality control, saw cutting, erosion control and any other tasks required to complete the work that are not in the listed bid items shall be considered incidental to all applicable items. The contractor will furnish all labor, equipment, and materials to complete in place, all items under the contract. The city reserves the right to delete any of the streets or change the limits of work on any street on the included schedule. Additional streets may be added by the city and all work paid at the established unit prices.

## **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) with amendments for this contract. 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 & amendments of the Virginia Department of Transportation Road and Bridge Specifications and the Virginia Department of Transportation Road and Bridge Standards. In addition, the following codes, specifications, and standards shall be included in the Contract Documents and shall be complementary to those listed 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 City of Danville Utility Standards and Specifications

Any variance or relief from any specifications or standards must be in writing from the Engineer.

- 3.2 All excavation is unclassified.
- 3.3 Where items marked "NS" (for non-standard) in the bid item list, the work included in the item shall be as listed in the specifications or as detailed or listed in the plans, or as directed by the Engineer.
- 3.4 The Contractor shall provide a minimum of one (1) employee certified in VDOT Intermediate Work Zone Traffic Control to provide inspection of the traffic control measures at least once per day during all non-working times including weather days, weekends, holidays and other days in which the Contractor is not onsite. The inspection shall be reported to the Engineer in the format prescribed by the Engineer. The Contractor shall be responsible for ensuring traffic control is maintained and issues promptly corrected every day.

**3.5 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.
- 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 and as amended.
- E. Submit legible copies of all required Contractor's and business licenses and registrations. These will be checked prior to award.

**3.6 PRE-AWARD SUBMITTALS**

- A. Apparent low bidder: Submit Performance and Payment Bonds on EJCDC Form 610 and 615 provided in Volume II upon Notice of Award.

**3.7 POST-CONTRACT EXECUTION SUBMITTALS**

- A. Submit all required submittals and documentation as specified in the Contract Documents and as required by the Engineer or city inspector.

**3.8 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.

**3.9 SAFETY**

- A. The City Inspector, Engineer or other authorized city personnel shall have the authority to stop work due to an apparent or obvious 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.

### 3.10 PUBLIC NOTIFICATION OF PROPOSED WORK AND PARKING RESTRICTIONS

- A. The Contractor shall be responsible for notifying the public of scheduled work that may impact on-street parking and access to properties. Notification shall be done using door-hangers and erecting temporary information signage throughout the streets affected.
- Door-hangers will be provided to the Contractor by the City. The Contractor shall make all necessary arrangements to distribute the printed door-hangers to homes three (3) working working days prior to commencement of work.
  - The Contractor shall make all necessary arrangements for designing, furnishing and placing information signs, including any posts, along the affected street three (3) working days prior to commencement of work. The contractor shall submit the sign proof to the city for approval prior to fabrication or placement. The information signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the sign is securely mounted and does not result in warping of the sign. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday.
  - The information signs shall include the following: Contractor name with point of contact, contractor address, contractor telephone number, dates range for work, a statement that on-street parking will be restricted during this period.
- B. The Contractor shall visually inspect the construction site each day after the placement of information signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.
- C. All information signs shall be removed and disposed of by the Contractor immediately following the completion of the work.
- D. The cost of distributing door-hangers, furnishing, installing, maintaining, and removing information signs and posts shall be considered incidental to the contract. Door hangers and information signs shall be produced in color.

## DESCRIPTION OF BID ITEMS

### **Bid Item #1 – Mobilization**

Scope of Work: The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract at each location. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

Measurement and Payment: The contractor will be paid the bid price for each mobilization. For the purpose of this bid item, one mobilization may be defined as:

### **Bid Items #2 & #3 – Maintenance of Traffic**

Scope of Work: Shall consist of all materials, signs, barrels, cones, arrow boards, labor, tools, equipment and incidentals necessary to provide traffic control on streets from the start to the completion of the project, in accordance with the contract documents and specifications. These bid items do not include certified flaggers, uniformed law enforcement officers, or variable message boards (see other bid items). Unless otherwise directed or approved, there will be no operations on Arterial streets (A) between the morning hours of 7:00 – 9:00 A.M. and the evening hours of 4:00 - 6:00 P.M., Monday through Friday. Other restrictions on arterials may be required depending on circumstances.

Measurement and Payment: Traffic Control shall be measured and paid for by measured lane-miles of resurfacing work based on the VDOT classification of the street; rounded up to the nearest 0.01. A list of streets along with their roadway classification is included in this document. The classifications are: Arterial (A) & Collector/Local (C/L). Turn lanes, merge lanes and parking lanes are not part of the lane mile measurement.

*Example: Contractor's bid is \$11,350 per lane mile for a collector street. East Street's functional classification (FC) is a collector/local (C/L) street. The total length of East Street's resurfacing is measured to be 728 linear feet. East Street has one travel lane in each direction and has one turn lane along with on-street parking on both sides. The total lane miles for the segment of work is:*

*728 Linear Foot x 2 Travel Lanes = 1,456 linear foot.*

*1,456 / 5,280 = 0.275 Lane Miles (round up to 0.28)*

*0.28 Lane Miles x \$11,350 = \$3,178.00 (Total Maintenance of Traffic Payment for this Street)*

### **Bid Item #4 – Portable changeable message sign (SECTION 512 VDOT Road and Bridge Specifications)**

Scope of Work: Shall consist of providing variable message boards, as directed by the Engineer or city inspector, to inform traffic of milling and paving operations that could cause delay of normal traffic flow.

Measurement and Payment: Measurement and payment for variable message boards will be on a per hour, per sign basis, and shall include all costs associated with mobilizing, set up, energizing, maintaining, programming, relocating as necessary, and demobilizing; including all labor and equipment.

**Bid Item #5 – Uniformed Law Enforcement Officer**

Scope of Work: Shall consist of providing an off duty uniformed law enforcement officer, as directed by the Engineer or city inspector, to direct traffic through signalized intersections during operations which would cause traffic to have to proceed contrary to directions normally provided by the traffic signals. It is anticipated multiple officers may be needed in an intersection. Officers may also be used in other critical areas as approved by the Engineer or city inspector.

Measurement and Payment: Measurement and payment for uniformed law enforcement officer will be on a man hour basis, rounded to the nearest half hour, including all overhead and any other labor overburdens.

**Bid Item #6 – Flagger Service (SECTION 512 VDOT Road and Bridge Specifications)**

Scope of Work: Shall consist of providing a certified flagger to stop and/or direct traffic through a work zone as needed and as approved by the Engineer or the city inspector. Flaggers may also be used in other critical areas as approved by the Engineer or city inspector. Each certified flagger should have valid proof of certification in their possession at all times.

Measurement and Payment: Measurement and payment for certified flagger will be on a man hour basis, rounded to the nearest half hour, including all overhead and any other labor overburdens.

**Bid Item #7 – Towing**

Scope of Work: Shall consist of providing an established towing service to move vehicles from a proposed work area when the owner cannot be located or when the vehicle is inoperable. Towing shall be done only at the direction of the Engineer or city inspector.

Measurement and Payment: Measurement and payment for Towing shall be per tow. Tow tickets shall be provided with the pay application.

**Bid Items #8 & #9 & #10 – Milling (SECTION 515 VDOT Road and Bridge Specifications)**

Scope of Work: Shall consist of all materials, labor, equipment, and incidentals necessary to remove existing pavement by milling in accordance with the specification. All milled material must be transported from the site. All millings shall be delivered to the Public Works facility at 998 South Boston Road.

Measurement and Payment: Milling of asphalt, as directed by the Engineer or city inspector, shall be measured and paid for in square yards of pavement surface removed per specified depth.

**Bid Item #11– Tack Coat (SECTION 310 VDOT Road and Bridge Specifications)**

Scope of Work: This work shall consist of all materials, labor, equipment, and incidentals necessary to apply tack coat material in accordance with the specification.

Measurement and Payment: Tack Coat shall be measured and paid for in gallons as verified by the city inspector.



**Bid Items #12 & #13 – Surface Asphalt (SECTION 315 VDOT Road and Bridge Specifications)**

Scope of Work: Shall consist of surface course asphalt, including but not limited to all material, labor, equipment, transportation of material and incidentals necessary to accomplish the work, complete-in-place at the depth specified, in accordance with the specification.

Measurement and Payment: Surface Asphalt shall be measured and paid for at the contract unit price per ton. Quantity shall be verified by the city inspector and delivery tickets.

**Bid Items #14 & #15 – Asphalt Patch- Intermediate & Base Asphalt (SECTION 315 VDOT Road and Bridge Specifications)**

Scope of Work: Shall consist placement of base and intermediate course asphalt in areas as directed by the Engineer or city inspector for patching. Work includes, but not limited to, all material, labor, equipment, transportation of material and incidentals necessary to accomplish the work, complete-in-place at the depth specified in the field.

Measurement and Payment: Intermediate Asphalt Patch and Base Asphalt Patch shall be measured and paid for per ton. Quantity shall be verified by the city inspector and delivery tickets.

**Bid Item #16 – Scratch Asphalt**

Scope of Work: Shall consist of asphalt surface repair (scratch course) prior to an asphalt overlay in accordance with the specification. The work shall include cleaning of existing surface, placement and compaction of scratch course. All material, labor, equipment, and incidentals necessary to accomplish the work, complete-in-place, shall be included. Determination of the use of scratch course leveling shall be directed by the Engineer or city inspector.

Measurement and Payment: Scratch asphalt shall be measured and paid for at the contract unit price per ton. Quantity shall be verified by the city inspector and delivery tickets.

**Bid Item #17 – Undercut Unsuitable Material (SECTION 303 VDOT Road and Bridge Specifications)**

Scope of Work: Shall consist of all materials, labor and equipment necessary to excavate, remove, dispose of unsuitable material at the direction of the Engineer or city inspector. Backfill material will be paid under other bid items.

Measurement and Payment: Undercut shall be measured in total cubic yards of material removed, as verified by the city inspector, and paid for at the contract unit price per cubic yard.

**Bid Item #18 – VDOT #3 Aggregate**

Scope of Work: Shall consist of all materials, labor and equipment necessary to deliver and place VDOT#3 aggregate as directed by the Engineer or city inspector.

Measurement and Payment: VDOT #3 Aggregate shall be measured and paid for at the contract unit price per ton. Quantity shall be verified by the city inspector and delivery tickets.

**Bid Item #19 – VDOT #21A Aggregate**

Scope of Work: Shall consist of all materials, labor and equipment necessary to deliver, place, and compact VDOT #21A aggregate as directed by the Engineer or city inspector. Material may be used for shoulder restoration or backfill.

Measurement and Payment: VDOT #21A Aggregate shall be measured and paid for at the contract unit price per ton. Quantity shall be verified by the city inspector and delivery tickets.

**Bid Item #20 – Adjust Utility Valve Box**

Scope of Work: Shall consist of all labor and equipment necessary to adjust utility valve box prior to milling operations and readjusting box to final grade. If a street only receives an overlay with no milling, the bid price will be paid to adjust the box to the new grade.

Measurement and Payment: All box adjustments will be verified by the inspector for each street. The bid price is for the total adjustment of one box.

**Bid Item #21 – Replace/Adjust Utility Valve Box (Box Provided By the City)**

Scope of Work: Shall consist of all labor and equipment necessary to remove existing valve box and install new valve box provided by the city. This price includes all adjustments of a new utility valve box prior to milling operations and re-adjusting box to final grade.

Measurement and Payment: All box replacements will be as directed by the Engineer or city inspector and each box will be provided by the city. Bid price is for the complete replacement and total adjustment of one box. No additional payment will be made for adjustment.

**Bid Item #22 – Install Utility Valve Box Adjustment Ring (Ring Provided By the City)**

Scope of Work: Shall consist of all labor and equipment necessary to install new valve box adjustment ring provided by the city. Adjustment of the valve box itself will be paid under other items.

Measurement and Payment: All installation of rings will be as directed by the city inspector and each ring will be provided by the city. Bid price is for the installation of one ring.

**Bid Item #23 – Adjust Manhole Frame & Cover**

Scope of Work: Shall consist of all labor, equipment, and material necessary to adjust existing manhole frame and cover. Adjustment shall be after final paving is complete to bring top of frame & cover even with final road grade.

Measurement and Payment: All adjustments will be as directed by the Engineer or city inspector. Bid price is for the total adjustment of one manhole frame & cover.

**Bid Item #24 – Replace/Adjust Existing Manhole Frame & Cover (Frame & Cover Provided by the City)**

Scope of Work: Shall consist of all labor, equipment, and material necessary to replace existing manhole frame & cover and to adjust the new frame & cover. Adjustment shall be after final paving is complete to bring top of frame & cover even with final road grade.

Measurement and Payment: All replacements will be as directed by the Engineer or city inspector. Bid price is for the total replacement and adjustment of one manhole frame & cover. No additional payment will be made for adjustment.

**Bid Item #25 – Install Manhole Ring (Ring Provided By the City)**

Scope of Work: Shall consist of all materials, labor and equipment necessary to install new manhole rings, complete-in-place, as directed by the Engineer or city inspector. All rings will be provided by the city.

Measurement and Payment: Measurement and payment shall be based on number of rings installed as verified by the city inspector.

**Bid Item #26 – Temporary Overlay Markers**

Scope of Work: Shall consist of all materials, labor and equipment necessary to install temporary overlay markers as directed by the Engineer or city inspector.

Measurement and Payment: Measurement and payment shall be per marker installed as verified by the city inspector.

**Bid Item #27 – Liquid Asphalt Price Adjustment**

Scope of Work: Shall consist of adjustment of liquid asphalt price based on fluctuations in price between bid date and purchase date.

Measurement and Payment: Measurement and payment (or deduction) will be based on published liquid asphalt prices on the day of the bid versus published liquid asphalt prices on the dates that asphalt is purchased. An adjustment amount is included in the bid for the purpose of encumbering funds.



CITY OF DANVILLE RESURFACING SHEET										
* Subject to change - for Bid Purposes Only IFB										
#	Street Name	Beginning	End	Estimated Width	Estimated Length	Est. Lane Mile	FC	Depth	Asphalt (Ton) Estimate	Milling (SY) Estimate
1	American Legion Blvd	N Main St	End	22'	2600'	0.48	C/L	1.5	524	6356
2	Arbor Pl	Carrollton Rd	Summit Rd	28'	533'	0.11	C/L	1.5	137	1658
3	Banner St	Rutledge St	875' to Joint	27'	875'	0.44	C/L	1.5	217	2625
4	Barrett St	Riverside Dr	End	25'	2815'	0.52	C/L	1.5	645	7819
5	Birchwood Rd	N Woodberry Ave	Audubon Dr	30'	766'	0.15	C/L	1.5	211	2553
6	Brookview Rd	Hampton Dr	Brightwell Dr	30'	1345'	0.26	C/L	1.5	370	4483
7	Brown Ln	Westover Dr	End	20'	1415'	0.31	C/L	1.5	259	3144
8	Buford St	Jefferson St	End	24'	440'	0.09	C/L	1.5	97	1173
9	Capri Ct	Westover Dr	Barrett St	30'	1056'	0.21	C/L	1.5	290	3520
10	Cheryl Dr	Franklin Tpke	End	30'	720'	0.14	C/L	1.5	198	2400
11	Church Ave	Riverside Dr	End	18'	1353'	0.24	C/L	1.5	223	2706
12	Concord St	Westover Dr	End	20'	375'	0.07	C/L	1.5	69	833
13	Custer St	Franklin Tpke	King St	30'	533'	0.11	C/L	1.5	147	1777
14	Dunmore Ave	King St	Clarkson Dr	30'	450'	0.27	C/L	1.5	124	1500
15	Elon Pl	Brightwell Dr	Starmont Dr	30'	1108'	0.21	C/L	1.5	305	3693
16	Ferguson Ct	Chadwyck Dr	End	36'	368'	0.06	C/L	1.5	121	1472
17	Fitzgerald St	Monument St	Craghead St	28'	695'	0.15	C/L	1.5	178	2162
18	Franklin Ct	Franklin Tpke	Cheryl Dr	30'	1205'	0.24	C/L	1.5	331	4017
19	Gery St	Parkland Dr	Guilford St	26'	897'	0.17	C/L	1.5	214	2591
20	Girard St	Richmond Blvd	N Main St	24'	388'	0.07	C/L	1.5	85	1035
21	Glen Oak Dr	Lanier Ave	Ashlawn Dr	26'	2025'	0.39	C/L	1.5	483	5850
22	Grandmere Dr	Westhaven Dr	End	30'	1388'	0.27	C/L	1.5	382	4627
23	Granville Dr	Westview Dr	Brroke Dr	40'	1202'	0.24	C/L	1.5	441	5342
24	Hamilton Ct	Hamilton St	Hamilton St	32'	980'	0.19	C/L	1.5	287	3484
25	Hopkins St	Camden St	Camden St	24'	2000'	0.25	C/L	1.5	440	5333
26	Howland Cir	W Main St	W Main St	36'	2244'	0.45	C/L	1.5	741	8976
27	Jefferson Ave	Main St	Wilson St	36'	1383'	0.37	C/L	1.5	456	5532
28	Kenilworth Ave	Manchester Ave	Randolph St	26'	1319'	0.25	C/L	1.5	314	3810
29	Knollwood Ter	N Woodberry Ave	Birchwood Rd	30'	1120'	0.22	C/L	1.5	308	3733
30	Mary Miles Dr	Arnett Blvd	End	30'	924'	0.18	C/L	1.5	254	3080
31	Mitchell St	Westover Dr	End	26'	1038'	0.2	C/L	1.5	247	2999
32	Monroe St	Calvary St	N Ridge St	29'	1590'	0.19	C/L	1.5	423	5123
33	Naples St	Fairview Ave	Bel Aire Dr	30'	1018'	0.2	C/L	1.5	280	3393
34	Neilson Ave	Piney Forest Rd	End	28'	1920'	0.33	C/L	1.5	493	5973
35	Oak Creek Dr	Clearview Dr	900' to Joint	30'	900'	0.17	C/L	1.5	248	3000
36	Oak Ridge Ave	Memorial Dr	Bishop Rd	25'	1758'	0.34	C/L	1.5	403	4883
37	Parker Rd	Piney Forest Rd	City Limits	22'	2180'	0.43	C/L	1.5	440	5329
38	Patton St	S Ridge St	Jefferson Ave	42'	860'	0.15	C/L	1.5	331	4013
39	Phillips Ct	Girard St	End	24'	305'	0.06	C/L	1.5	67	813
40	Rosemary Ln	Martindale Dr	Twler Ave	38'	1905'	0.36	C/L	1.5	664	8043
41	Sanford St	Mitchell St	End	20'	860'	0.16	C/L	1.5	158	1911
42	Walker St	N Main St	Clairborne St	24'	1270'	0.27	C/L	1.5	279	3387
43	Wellington Pl	Andover Pl	Whittington Dr	30'	670'	0.13	C/L	1.5	184	2233
44	Wesley Dr	Franklin Ct	End	30'	533'	0.09	C/L	1.5	147	1777
45	Westhampton Ave	Avondale Dr	Stratford Pl	28'	458'	0.09	C/L	1.5	118	1425
46	Westhaven Dr	Riverside Dr	Westover Dr	35'	2510'	0.48	C/L	1.5	805	9761
47	White St	Bradley Rd	Mayo St	22'	1542'	0.3	C/L	1.5	311	3769
48	Winstead Dr	W Main St	Murphy Cir	22'	1620'	0.31	C/L	1.5	327	3960
49	Withers Rd	W Main St	Chester Dr	28'	2256'	0.43	C/L	1.5	579	7019
50	Woodside Rd	Green Acre Dr	End	20'	2613	0.48	C/L	1.5	479	5807

## **BID PROPOSAL (BP-1 to BP-5)**

### **“FY 2022-2023 STREET PLANING AND RESURFACING PROJECT”**

#### **IFB 21-22-050**

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. The Bidder acknowledges that the estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. The final payment for all unit price bid items will be based on actual quantities provided.

**IFB 21-22-050****FY 2022-2023 STREET PLANING AND RESURFACING****BID FORM**

A	B	C	D	E	F
ITEM #	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE (Cx E)
1	MOBILIZATION	1	LS		
2	MAINTENANCE OF TRAFFIC – ARTERIAL STREET	1.00	LM		
3	MAINTENANCE OF TRAFFIC – COLLECTOR/LOCAL STREET	50.00	LM		
4	VARIABLE MESSAGE BOARD	50	HR		
5	UNIFORMED LAW ENFORCEMENT OFFICER	200	MH		
6	CERTIFIED FLAGGER	2000	MH		
7	TOWING	50	EA		
8	FLEXIBLE PAVEMENT PLANING: DEPTH 0" UP TO 2"	191902	SY		
9	FLEXIBLE PAVEMENT PLANING: DEPTH >2" UP TO 4"	1000	SY		
10	FLEXIBLE PAVEMENT EDGE MILLING: DEPTH 0" UP TO 2"	500	SY		
11	TACK COAT	1600	GAL		
12	VDOT SM-9.5A SURFACE ASPHALT	14800	TN		
13	VDOT SM-12.5D SURFACE ASPHALT	1000	TN		
14	ASPHALT CONCRETE PATCH VDOT TY. BM-25.0A or D	200	TN		
15	ASPHALT CONCRETE PATCH VDOT TY. IM-19.0A or D	200	TN		
16	VDOT SM 9.5 AL SCRATCH ASPHALT	200	TN		
17	UNDERCUT UNSUITABLE MATERIAL	100	CY		
18	VDOT #3 AGGREGATE	100	TN		
19	VDOT #21A AGGREGATE FOR SHOULDER RESTORATION / AGGREGATE BACKFILL AS NEEDED	200	TN		
20	ADJUST UTILITY VALVE BOX	50	EA		
21	REPLACE/ADJUST UTILITY VALVE BOX (PROVIDED BY CITY)	25	EA		
22	INSTALL UTILITY VALVE BOX ADJUSTING RINGS (PROVIDED BY CITY)	100	EA		
23	ADJUST MANHOLE FRAME AND COVER	50	EA		
24	INSTALL NEW MANHOLE FRAME & COVER (PROVIDED BY CITY)	25			
25	INSTALL MANHOLE RING (PROVIDED BY CITY)	100	EA		
26	TEMPORARY OVERLAY MARKERS	5000	EA		
27	LIQUID ASPHALT PRICE ADJUSTMENT	10000	EA	\$1.00	\$10,000.00

**TOTAL BID FOR FY2021-2022 STREET PLANING AND RESURFACING PROJECT**

( Total of Column "F" Items #1 to #27) :

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 the listed work shall be completed by November 23, 2022 (Contract Time Limit). The contract time will be extended for additional work that is added.
6. The amount of Liquidated Damage, as stipulated in the specifications, shall be six hundred dollars (\$600.00) for each day after the Contract Time Limit, including Saturdays, Sundays, and Holidays.
7. This bid is subject to acceptance within a period of ninety (60) days from this date.

Enclosed herewith on EJCDC Form C-430 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 \_\_\_\_\_

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

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

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

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

Federal Tax Number: \_\_\_\_\_

Virginia Department of Transportation Vendor ID Number: \_\_\_\_\_

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. \_\_\_\_\_

**END OF BID PROPOSAL**

# SELECTED FORMS

## STANDARD FORMS

### GENERAL

**1.01 The following VDOT forms are hereby incorporated into the Contract Documents and attached herewith for bidders' convenience:**

- A. C-48 SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM

**1.02 Other VDOT forms referenced in the Contract Documents are hereby incorporated into the Contract Documents by reference.**

- A. [All VDOT Construction Forms](http://vdotforms.vdot.virginia.gov/SearchResults.aspx?IngDivisionID=4)  
<http://vdotforms.vdot.virginia.gov/SearchResults.aspx?IngDivisionID=4>

**1.03 The following EJCDC documents are hereby incorporated into the Contract Documents and attached herewith for bidders' convenience:**

- A. EJCDC No. C-430, Bid Bond (Penal Sum Form)
- B. EJCDC No. C-610, Construction Performance Bond, 2007 Edition
- C. EJCDC No. C-615, Construction Payment Bond, 2007 Edition

**1.04 Copies of standard Engineers Joint Contract Documents Committee (EJCDC) documents cited above are available from the National Society of Professional Engineers, 1420 King Street, Alexandria, Virginia 22314.**

END OF SECTION

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

End Of IFB