



**COUNTY OF ROANOKE**  
FINANCE DEPARTMENT  
PURCHASING DIVISION

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January 30, 2018

**INVITATION FOR BID**  
**#2018-038**

Hollins Fire and Rescue #5 Lot Repairs

*Sealed Bids Due:*

February 20, 2018  
2:00 PM  
(Local Prevailing Time)  
One (1) unbound original  
Three (3) complete copies  
One electronic copy (USB preferred)

There will be a non-mandatory pre-bid meeting held on Monday, February 12th, **2018 at 2:00 p.m.** The meeting will be held at the Hollins Fire and Rescue Station located at 7401 Barrens Road, Roanoke, VA 24019..

## **IFB # 2018-038 HOLLINS FIRE and RESCUE #5 LOT REPAIRS**

### **GENERAL INFORMATION**

The County of Roanoke, Virginia, is requesting sealed bids from qualified companies for a concrete and asphalt pavement rehabilitation project located at the Hollins Fire and Rescue Station #5 located at 7401 Barrens Road, Roanoke, VA 24019. Bidder will provide a Base Bid, as well as Bid Alternate #1, Bid Alternate #2, and Bid Alternate #3 for areas as shown on the attached Paving Plan.

The County of Roanoke invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

**Due to the nature of this facility, it is intended that one access (front or rear) into the station bays will need to remain open at all times for the base bid and any combination of awarded alternates during construction. Such applicable phasing will need to be coordinated between the awarded Contractor and Owner.**

### **PRE-BID MEETING**

There will be a non-mandatory pre-bid meeting held on Monday, February 12th, **2018 at 2:00 p.m.** The meeting will be held at the Hollins Fire and Rescue Station located at 7401 Barrens Road, Roanoke, VA 24019. Attendance is not mandatory but highly encouraged.

### **SCOPE OF WORK:**

The scope of the project includes the following items at the Hollins Fire & Rescue Station:

- Mill and overlay approximately 7,800 s.f. of existing paved area.
- Approximately 8,500 s.f. of full asphalt removal and replacement in existing paved area.
- Approximately 5,300 s.f. of concrete removal and replacement at rear entrance to fire station.
- Approximately 112 s.f. of asphalt removal and concrete installation to expand existing concrete fuel pad.

The work shall be completed as outlined in the specifications below

### **SPECIFICATIONS:**

#### **Paved Area**

- Milling (2" minimum) and/or removal of existing asphalt pavement (stone base to remain) as shown on the plan to remove distressed asphalt and disposal of materials off-site.
- Filling of any existing potholes with leveling course of asphalt prior to overlay.
- Installation of base course of asphalt in the areas of full asphalt removal with 2" compacted depth asphalt using IM-19A bituminous pavement.
- Installation of a surface course of asphalt across all paved areas with 2" compacted depth asphalt using SM-9.5A bituminous pavement. The installation of the pavement overlay shall include a tack coat between the existing/milled surface and the new asphalt.
- Ensure a smooth transition between new pavement and all existing surfaces.

- All paving materials and methods shall be in accordance with VDOT standards and specifications.
- Replacement of all existing pavement markings. All pavement markings shall consist of two coats of VDOT Type A traffic paint. Traffic paint shall meet the requirements of Section 704 of the 2007 VDOT Road and Bridge Specifications. Pavement markings shall match the color of the existing markings.
- All necessary traffic control devices needed for completion of the project. All traffic control operations shall be in accordance with the Virginia Work Area Protection Manual and shall be coordinated with VDOT.
- Coordination of paving schedule with designated Roanoke County personnel to ensure that the facility remains operational during construction.
- **See Paved Area shown on the attached Paving Concept Plan.**

### **Concrete Area**

- Removal of existing concrete and any reinforcement and disposal off-site. Stone base to remain.
- Leveling of stone base, as necessary.
- Inspection of existing stone base. If any soft areas are encountered, notify the engineer immediately.
- Installation of 6" of new concrete pavement on existing stone base. Installation shall be in accordance with ACI 330.2R-17. Concrete shall be 4,000 psi, air-entrained, unreinforced, with maximum joint spacing of 12 feet.
- Ensure a smooth transition between new concrete and all adjacent surfaces.
- Ensure that existing drainage patterns are maintained.
- Replacement of all existing pavement markings. All pavement markings shall consist of two coats of VDOT Type A traffic paint. Traffic paint shall meet the requirements of Section 704 of the 2007 VDOT Road and Bridge Specifications. Pavement markings shall match the color of the existing markings.
- Coordination of paving schedule with designated Roanoke County personnel to ensure that the facility remains operational during construction.
- **See Concrete Area shown on the attached Paving Concept Plan.**

### **Expansion of Existing Concrete Fuel Pad**

- Removal of existing asphalt pavement layers and disposal off-site. 6" stone base to remain.
- Leveling of stone base, as necessary.
- Inspection of existing stone base. If any soft areas are encountered, notify the engineer immediately.
- Installation of 6" of new concrete pavement on existing stone base. Installation shall be in accordance with ACI 330.2R-17. Concrete shall be 4,000 psi, air-entrained, unreinforced, with maximum joint spacing of 12 feet.
- Ensure a smooth transition between new concrete and all adjacent surfaces.
- Ensure that existing drainage patterns are maintained.
- Coordination of paving schedule with designated Roanoke County personnel to ensure that the facility remains operational during construction.
- **See Concrete Area shown on the attached Paving Concept Plan.**

## **ALTERNATES:**

### **Bid Alternate #1**

The scope of Bid Alternate #1 includes overlay of an existing paved area of approximately 13,300 s.f. of asphalt paving at the Hollins Fire and Rescue Station, to include:

- Milling (2" minimum) of the existing pavement as necessary to tie-in to adjacent pavement, existing pavement along Barrens Road, and any utility structures, while maintaining current drainage patterns.
- Filling of any existing potholes with leveling course of asphalt prior to overlay.
- Installation of a pavement overlay of the designated areas with 1.5" compacted depth asphalt using SM-9.5A bituminous pavement. The installation of the pavement overlay shall include a tack coat between the existing/milled surface and the new asphalt.
- Ensure a smooth transition between new pavement and all existing surfaces.
- All paving materials and methods shall be in accordance with VDOT standards and specifications.
- Replacement of all existing pavement markings. All pavement markings shall consist of two coats of VDOT Type A traffic paint. Traffic paint shall meet the requirements of Section 704 of the 2007 VDOT Road and Bridge Specifications. Pavement markings shall match the color of the existing markings.
- All necessary traffic control devices needed for completion of the project. All traffic control operations shall be in accordance with the Virginia Work Area Protection Manual and shall be coordinated with VDOT.
- Coordination of paving schedule with designated Roanoke County personnel.
- **See Paved Area shown as Bid Alternate #1 on the attached Paving Concept Plan.**

### **Bid Alternate #2**

The scope of the project includes removal and replacement of an existing concrete area of approximately 5,000 s.f. of concrete paving at the Hollins Fire and Rescue Station, to include:

- Removal of existing concrete and any reinforcement and disposal off-site. Stone base to remain.
- Leveling of stone base, as necessary.
- Inspection of existing stone base. If any soft areas are encountered, notify the engineer immediately.
- Installation of 6" of new concrete pavement on existing stone base. Installation shall be in accordance with ACI 330.2R-17. Concrete shall be 4,000 psi, air-entrained, unreinforced, with maximum joint spacing of 12 feet.
- Ensure a smooth transition between new concrete and all adjacent surfaces.
- Ensure that existing drainage patterns are maintained.
- Replacement of all existing pavement markings. All pavement markings shall consist of two coats of VDOT Type A traffic paint. Traffic paint shall meet the requirements of Section 704 of the 2007 VDOT Road and Bridge Specifications. Pavement markings shall match the color of the existing markings.
- All necessary traffic control devices needed for completion of the project. All traffic control operations shall be in accordance with the Virginia Work Area Protection Manual and shall be coordinated with VDOT.
- Coordination of paving schedule with designated Roanoke County personnel to ensure that the facility remains operational during construction.

- **See Concrete area shown as Bid Alternate #2 on the attached Paving Concept Plan.**

### **Bid Alternate #3**

Bid Alternate #3 shall consist of providing Helix Steel Reinforcement to the proposed concrete design. All specifications for reinforcement shall be per manufacturer's recommendations for this specific application. A separate price shall be included for the concrete area shown in the Base Bid and for the concrete area shown in Bid Alternate #2.

The Contractor is responsible for verifying all site measurements prior to submitting bids. Site plans have been provided for reference only and actual field measurements are the responsibility of the Contractor.

## **INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

1. The intent of the drawings and specifications is that the Successful Bidder shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the County of Roanoke (County).
2. Any item that is shown on the plans but not mentioned in the specifications, or mentioned in the specifications but not shown on the plans, shall be considered as being both shown on the plans and mentioned in the specifications.
3. The entire work provided for in the specifications and shown on the plans is to be accomplished even though every item and minor detail for the proper installation and successful operation of the entire work is not mentioned in the specifications or shown on the plans.
4. The cost of any item whatsoever not listed in the Bid Form, yet, which is mentioned in the specifications or shown on the plans, shall be considered to be included in the cost of some other item of Bid in the Bid Form.
5. "Contract Documents" shall include the Invitation to Bid, the Instructions to Bidders, the Bid Form, the Contract Forms, the Bonds, the General and Special Conditions, the Technical Specifications, any Addenda or Change Orders, any Detailed Drawings and the Construction Plans.
6. Should there be any questions concerning the Invitation for Bid, the prospective Bidder shall bring the same to the attention of the County in writing. Should the prospective Bidder fail to do so before submitting a bid, the Bidder shall accept the resolution of any question provided by the County.
7. Any permits obtained by the County or Successful Bidder shall be made part of and attached to the Contract Documents.
8. The Successful Bidder is responsible for compliance with all Federal, State, and

local laws, ordinances, and licenses required for this project.

B. QUALIFICATIONS OF BIDDERS

1. The County of Roanoke may conduct an investigation, as it deems necessary, to determine the ability of the Bidder to perform the work in accordance with the time schedule included in the Invitation for Bid, and, if such an investigation is performed, the Bidder shall furnish the County all information and data requested by the County. The County reserves the right to reject any bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the Invitation for Bid and to complete the work contemplated therein in accordance with established completion schedule.
2. Bidders shall, when requested by the County, be prepared to furnish, in writing, the following information within three (3) working days after receipt of such request:
  - a. The permanent business address of the Bidder.
  - b. Whether the Bidder has plant and equipment adequate to perform the work properly and expeditiously, and if so, a list of the plant and equipment available for this work.
  - c. Whether the Bidder has appropriate technical experience, and if so, a description of the projects which Bidder has carried out, together with the names and addresses of the engineers in charge of the work. A financial statement, under oath, showing the assets, obligations and net worth of the Bidder, and the name of banking connections, said statement to be current to the month within which the bid was submitted.

C. INTERPRETATION OF INVITATION FOR BID

All questions concerning the meaning or intent of this Invitation for Bid shall be submitted in writing to the County in care of Kari Sutphin, Buyer. Replies will be issued by addenda mailed or delivered to all parties recorded by the buyer on record as having received the Invitation for Bid. Questions received less than five (5) days prior to the date for opening of the Bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

D. ADDENDA

Addenda will be mailed or delivered to all who are known by the Purchasing Division to have received a copy of the Invitation for Bid.

E. PREPARATION OF BIDS

1. Each Bidder is urged to examine carefully the Invitation for Bid for the work. The County of Roanoke will assume that the Bidder has considered the character, quality, and quantities of work to be performed, the materials to be furnished and

the requirements of the Invitation for Bid. The submission of a Bid shall be considered evidence that the Bidder has made such examination.

2. Bids must be submitted upon the blank Bid Form provided in the Invitation for Bid. Except as may be otherwise noted, the blank spaces in the Bid Form must be filled in and no changes shall be made in the phraseology of the Bid Form.
3. A Bid Form that contains any omissions, erasures, alterations, items not called for or irregularities of any kind, at the discretion of Roanoke County, may be rejected as informal.
4. The Bid Form shall specify the Base Bid, written with ink or typed in both words and figures, for which the work will be performed according to the Invitation for Bid. In the event of discrepancy between the two expressed Base Bids, the word amount shall govern. Any unit prices for separate items or any Additives as called for in the Bid Form shall be written with ink or typed in figures in the appropriate blanks.

F. Each Bidder shall comply with all applicable Roanoke County Ordinances and State of Virginia Laws. Each Bidder is required, under Chapter 7 of the Virginia Code of 1950, as amended, to show evidence of a Certificate of Registration before a Bid can be received and considered. Each Bidder will place Bidder's State Registration Number in the appropriate blank on the Bid Form.

G. SUBMISSION OF BIDS

1. The Bid Form, the Bid Security, and any other Document required to be submitted as the Bid shall be enclosed in a sealed envelope and addressed as follows:

County of Roanoke Purchasing Division  
c/o Kari Sutphin  
5204 Bernard Drive SW, Suite 300F  
Roanoke VA 24018-0798

Place in the lower left-hand corner of the envelope the project title and solicitation number as indicated at the top of the Invitation for Bid. Place in the upper left-hand corner of the envelope the Bidder's name and mailing address.

2. The Bidder is responsible for the timely delivery at the location designated for receipt of Bids.
3. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bid. Bids received after that time and date will be returned unopened.
4. Each Bid must be accompanied by a Bid Security in an amount equal to five percent (5%) of the Base Bid. The Bid Security shall be in the form of Cash, Letter of Credit issued by a Banking Institution, Certified Check or Bid Bond payable to the County of Roanoke. The Bid Bonds shall be duly executed by the Bidder as Principal and a

Corporate Surety authorized to do business in the State of Virginia.

H. WITHDRAWAL OF BIDS

1. Bids may be withdrawn at any time prior to the time and date of the Opening of Bids.
2. After the opening of the Bids, Bidders may only withdraw Bids that were substantially lower than other Bids because of clerical error. The Bidder must give to the County of Roanoke notice in writing of Bidder's request to withdraw the Bid within two (2) business days after the conclusion of the Opening of Bids.

I. OPENING OF BIDS

1. No responsibility will be attached to the County of Roanoke for the premature opening of Bids not properly addressed and identified, as stipulated in Paragraph F (1).
2. Bids will be opened and read aloud at the time, date and place stipulated in the Invitation for Bid and the contents made public for the information of the Bidders and other interested persons.

J. REJECTION OF BIDS

1. The County of Roanoke reserves the right to waive any informalities in the Bids and to reject any or all Bids, should it be deemed in the best interest of the County of Roanoke.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Contract shall cause the rejection of all Bids in which that Bidder is interested.
3. The Bid security will be promptly returned to all Bidders of rejected bids after the County of Roanoke and the Accepted Bidder have executed the Contract.
4. Should no award or written "Notice of Bid Acceptance" be made by the County of Roanoke within ninety (90) consecutive calendar days after the Opening of Bids, the Bidder may obtain the Bid Security from the Purchasing Division.
5. The County reserves the right to negotiate with the low bidder if the low bidder is greater than the budget for the project.

K. ACCEPTANCE OF BIDS

1. The County of Roanoke reserves the right to accept additives in any order or combination or to award the Contract to a Bidder other than the low Bidder, should it be deemed in the best interest of the County of Roanoke.
2. Within ninety (90) consecutive calendar days after the Bid Opening date, the County



of Roanoke may give written "Notice of Award." The successful Bidder shall be required to execute the Contract and furnish the County of Roanoke a Performance Bond and a Labor and Material Payment Bond each in the amount of One Hundred percent (100%) of the Contract amount, all of which shall be completed on blank forms provided in the Contract Documents, with a surety on each Bond provided by a Security Company authorized to transact business in the State of Virginia. Attorneys-in-fact who execute Contract Bonds must file with each bond a certified copy of their Power of Attorney dated the same date as the Bonds are executed. (See General & Supplemental General Conditions, Section 22 & 29 – Attachment A to this IFB).

3. Within ten (10) consecutive calendar days from the receipt of written notice from the Roanoke County Purchasing Office, the successful Bidder shall execute the Contract with and furnish to the County of Roanoke the required bonds.
4. Upon the execution of the Contract and approval of the Bonds, the Bid Security shall be returned to the successful Bidder. Should the successful Bidder fail or refuse to execute the Contract or furnish the required Bonds within the stipulated time, the Bid Security shall be forfeited to the County of Roanoke as liquidated damages.
5. Work shall commence only upon the receipt of a written "Notice to Proceed" from the County. The consecutive calendar days for completion shall start from the date stipulated in the written "Notice to Proceed."
6. The Successful Bidder shall be required to furnish a schedule for the timely completion of the project prior to beginning work and from time to time during construction submit on the same schedule the actual work completed. For projects exceeding 90 days the Contractor shall furnish a cost loaded Critical Path Method (CPM) schedule. The schedule shall be updated monthly.

#### L. EVALUATION OF BIDS

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the County may be considered:

- Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts, products and/or services.
- Company financial status: The sufficiency of the financial resources and the ability of the Bidder to perform the contract.
- Bid Submission completeness and compliance with the specifications.
- The ability, capacity and skill of the Bidder to perform or provide the service.
- The ability of the Bidder to provide future maintenance and/or service.
- Price
- The previous and existing compliance by the Bidder with laws and policies relating to the contract.

- The quality, availability and adaptability of the goods and services.
- The ability of the Bidder to respond promptly to problems and concerns.

### **TIME OF PERFORMANCE**

The Successful Bidder shall start performance as fixed by a notice to proceed given by the County to the Successful Bidder and fully and completely perform the Contract within ninety (90) calendar days, all in accordance with the Contract provisions.

### **SUBMISSION OF THE BID**

One (1) original, three (3) complete copies and, one (1) electronic copy (USB preferred), of the sealed bid will be received at and until **2:00 p.m. (local prevailing time), on February 20, 2018**, only in the Roanoke County Purchasing Office at 5204 Bernard Drive, Suite 300-F, Roanoke VA 24018, at which time they will be opened and publicly read aloud. Any response received after that time and/or date will be returned to the bidder unopened. Your response and pricing should be submitted in a sealed envelope/package, clearly marked as follows **“IFB # 2018-038 HOLLINS FIRE and RESCUE #5 LOT REPAIRS”**. Once bids are received, a committee will review the responses.

As this is a formal request for bid, no faxed bid will be accepted. Once an award has been made, all bids will become public information. If your bid contains proprietary information, please list that information on the Notice of Proprietary Information section contained in this bid document.

### **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS –IFB (Revised Jan/2014)**

**READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER**

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used, it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact (540) 772-2061. We require that you provide at least 48 hour notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodations or assistance, which may be required for your participation.

#### **SUBMISSION AND RECEIPT OF BIDS:**

- To be considered, all bids must be delivered in a sealed envelope, clearly marked with the words “BID DOCUMENTS”, bid number and the name of the item being bid and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the bid opening. Failure to timely submit such bid shall disqualify the Bidder and such bid will be returned to the Bidder

unopened. NO FAXED BIDS WILL BE ACCEPTED.

- (b) Unless otherwise specified, Bidders must use the invitation for bid form furnished by the County. Failure to do so shall be grounds for rejection of the bid.
- (c) Bids having any erasures or corrections must be initialed in ink by the Bidder. An authorized officer of the company must sign bids in ink. Such authorization shall be a part of the bid document. All bids must either be typewritten or printed in ink.
- (d) The original copy of the bid must not be permanently bound and one (1) electronic copy is preferred.

**ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:**

All vendors interested in notifications for bids, proposals, addendums, bid tabulations, and awards must sign up in “**Notify Me**” on our website at [www.RoanokeCountyVA.gov/purchasing](http://www.RoanokeCountyVA.gov/purchasing). This system requires only an email and/or phone number for text messages (if your phone is capable) and your choice of commodity/service categories.

Although **Notify Me** will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

**PRICES TO BE FIRM:**

The Bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in his bid will be firm for a period of 60 days from the date of the bid opening. NET 30 (excluding prepayment discounts) after receipt of invoice. Price should include shipping.

**DELIVERY POINT:**

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County.

**CASH DISCOUNTS:**

In determining the award of a bid, cash discounts for prompt payment may be considered. Discount time period computation shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

**QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be of the best quality available.

**ACCEPTANCE OF MATERIAL:**

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

#### WARRANTY/RETURNS:

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

#### DELIVERY:

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made at the time specified on the Invitation for Bid form, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

#### DEFAULT PROVISION:

In case of default by the Contractor, the County shall have the sole discretion to procure the articles or services from other sources. The defaulting Contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security.

#### PRICING:

In the event of discrepancy between the total pricing and unit prices, the County in its sole discretion, shall determine the bid price.

Negotiation with lowest responsible Bidder: The County of Roanoke reserves the right to negotiate with the lowest responsible Bidder if the low bid exceeds available funds. This provision will be used in accordance with County Code Chapter 17 (Ord. No. 3350, S2-30, 12-14-82). State Code 2.2.4318.

#### COPYRIGHTS OR PATENT RIGHTS:

The Bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The Bidder agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

#### FEES INCLUDED IN BID PRICE:

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

#### TAX EXEMPTION:

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

#### CERTIFICATION AND ABILITY:

The County of Roanoke reserves the right to request from the Bidder, a separate manufacturer's certification of all statements made in the bid. The County may request any or all Bidders to furnish proof of experience, ability and financial standing.

#### SIGNED BID CONSIDERED AN OFFER:

THIS INVITATION FOR BID MUST BE SIGNED AS HEREIN PROVIDED. Submission of this signed invitation shall be considered an offer by the Bidder or Contractor to sell the

items or services as required in the specifications. All bids are subject to approval by the County Board of Supervisors. In the case of default by the Bidder or Contractor after acceptance of a bid, the County of Roanoke may take such action, as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

**NO BID:**

To insure that your name remains on our bid listing, should you desire not to bid on a particular project, return the completed bid package marked with the words "NO BID". Failure to return to the County a bid or "NO BID" may cause your name to be removed from our listing.

**COMPLIANCE WITH LAWS:**

The Bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

**AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:**

A Contractor organized as a stock or non-stock 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 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ACCEPTANCE OR REJECTION OF BIDS:**

The County of Roanoke reserves the right to accept or reject any or all bids/offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to bid award.

**RULING LAW:**

This invitation for bid and any contract executed pursuant hereto of which this invitation shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

**NONDISCRIMINATION PROVISIONS:**

During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

**Questions should be directed to:**

Kari Sutphin, Buyer  
5204 Bernard Dr., SW, Suite 300F  
Roanoke VA 24018  
Telephone: 540-283-8151  
Fax: 540-283-6736  
Email: [ksutphin@roanokecountyva.gov](mailto:ksutphin@roanokecountyva.gov)

Contact by a vendor of any other Roanoke County personnel regarding this IFB 2018-038 may be grounds for disqualification from participation in the bidding process.

**SPECIAL INSTRUCTIONS:**

**ANTITRUST:**

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

**ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the Contractor in whole or in part without the written consent of Roanoke County.

**AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

**ANTI-COLLUSION CERTIFICATION:**

By my signature on the face of this bid, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.

**KICKBACKS:**

I certify and warrant that by my signature on this solicitation, neither I nor the Bidder for whom I am authorized to act has offered or received any kickback from any other Bidder, supplier, manufacturer, or Subcontractor in connection with bid on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

**DEBARMENT:**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

The County cannot legally agree to any clause indemnifying the Contractor from any damages arising out of the contract or holding the Contractor harmless. The submission of a bid or proposal means that the Contractor agrees not to request such language in the resulting contract.

**CONTRACT:**

Any contract resulting from his bid shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the Bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

**DRUG-FREE WORKPLACE:**

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

For the purposes of this section, "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.

#### DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT:

The contractor certifies that none of the persons who will provide services on school property or requiring direct contact with students has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The contractor further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the contractor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board.

#### JOBSITE APPEARANCE:

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or otherwise required by the Contract.

#### PROTECTION ON SITE:

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

#### SAFETY AND HEALTH PRECAUTIONS:

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

#### PROTECTING THE WORK AND ADJACENT PROPERTY:

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property and the property where the Work is being done from injury or loss arising in connection with any resultant Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

#### DAMAGE TO THE WORK:

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of



the Work, until Contractor completes the Work and it is approved and accepted by the County.

**DAMAGE TO EXISTING STRUCTURES:**

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the County.

**DEFECTIVE WORK:**

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the County, any work, material, equipment, or part that is found, by the County, to be defective and/or not in accordance with any resultant Contract.

**CORRECTION OF DEFECTS:**

If the Contractor, after notice, fails to proceed promptly to correct any defects or defective Work, the County may have the defects or defective Work corrected by the County or another entity and the Contractor shall be liable for all costs and expenses incurred in doing so.

**PROPRIETARY INFORMATION:**

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the INVITATION FOR BID shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

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**NOTICE OF PROPRIETARY INFORMATION FORM**  
**IFB # 2018-038 HOLLINS FIRE and RESCUE #5 LOT REPAIRS**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from Contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).

**BID FORM**  
**IFB # 2018-038 HOLLINS FIRE and RESCUE #5 LOT REPAIRS**

**NOTE:** All pages of the Bid Form are to be included in the completed bid. Also, Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the Bid, or irregularities of any kind, may be rejected by the County as being non-responsive. No changes are to be made to the Bid Form. Any changes to a bid must be initialed by the authorized person signing the Bid Form.

The undersigned hereby proposes and agrees, if this bid is accepted by the County of Roanoke, to enter into a Contract with the County of Roanoke, Virginia for a concrete and asphalt pavement rehabilitation project located at the Hollins Fire and Rescue Station #5 for this Invitation for Bid # 2018-038.

**Base Bid in accordance with the specifications listed in IFB # 2018-038:**

**DOLLARS (\$ \_\_\_\_\_ )**

**Bid Alternate #1 in accordance with the specifications listed in IFB # 2018-038:**

**DOLLARS (\$ \_\_\_\_\_ )**

**Bid Alternate #2 in accordance with the specifications listed in IFB # 2018-038:**

**DOLLARS (\$ \_\_\_\_\_ )**

**Bid Alternate #3 in accordance with the specifications listed in IFB # 2018-038:**

**DOLLARS (\$ \_\_\_\_\_ )**

**SIGNATURE PAGE**  
**IFB # 2018-038 HOLLINS FIRE and RESCUE #5 LOT REPAIRS**

The County of Roanoke invites qualified Bidders to submit a bid. The County will review each bid and may elect to issue separate awards to the lowest responsive and responsible Bidders for such items on a per site basis or any combination thereof that might be in the best interest of the County. A Bidder may submit a bid for one or more or all locations listed on the Bid Form. The County of Roanoke invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth. My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in IFB # 2018-038.

My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

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

Address \_\_\_\_\_

FEIN \_\_\_\_\_ PHONE \_\_\_\_\_

FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

VA Contractor License # (if applicable) \_\_\_\_\_

State Corporation Commission # \_\_\_\_\_

Roanoke County Business License # \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name/Title (please type or print) \_\_\_\_\_

ATTACHMENT A TO  
IFB # 2018-038 HOLLINS FIRE and RESCUE #5 LOT REPAIRS

**GENERAL & SUPPLEMENTAL GENERAL CONDITIONS**

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## GENERAL CONDITIONS

### 1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicate which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Information for Bidders, General Conditions, Supplemental General Conditions, BID, Technical Specifications and Special Conditions, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The persons, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS, which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The Roanoke County Engineer or person, firm, or corporation designated by the OWNER to supervise the WORK and/or administer the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 FINAL COMPLETION - The date as certified by the ENGINEER that the WORK has been completed in accordance with the CONTRACT DOCUMENTS and that final payment can be made. FINAL COMPLETIONS includes: 1) submission of Operation & Maintenance Manuals and 2) Record Documents and 3) completion of all punch list items.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

- 1.16 NOTICE TO PROCEED - Written communication issued by the OWNER or authorized agent to the CONTRACTOR authorizing the Contractor to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.17 OWNER - The Board of County Supervisors for Roanoke County, Virginia, or their authorized agent.
- 1.18 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the project site or any part thereof.
- 1.20 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data, which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.21 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.22 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.23 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended. SUBSTANTIAL COMPLETION includes: 1) a Certificate of Occupancy from the Building Official / Authority Having Jurisdiction, 2) delivery of extra stock materials, 3) OWNER training & demonstrations, 4) submittal of CONTRACTOR's internal punch list with identification of incomplete items.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required for the PROJECT, or such requirements that may be imposed by applicable state laws, or required to clarify or amplify the General Conditions.
- 1.25 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.26 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Project. Email notification is an acceptable form of WRITTEN NOTICE.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

### **3. SCHEDULES, REPORTS, AND RECORDS**

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedule, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to beginning work the CONTRACTOR shall submit a construction progress schedules showing the order in which the CONTRACTOR proposes to carry out the WORK, including dates at which the CONTRACTOR will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:
  - 3.2.1 The dates at which special detail drawings will be required; and
  - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
  - 3.2.3 For projects exceeding 90 days the CONTRACTOR shall submit a cost loaded Critical Path Method (CPM) schedule. The cost loaded CPM schedule shall be updated and submitted on a monthly basis in conjunction with the CONTRACTOR's payment applications.
- 3.3 CONTRACTOR shall also submit a schedule of payments anticipated to be earned during course of WORK.

### **4. DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between DRAWINGS and SPECIFICATIONS, the most stringent shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

### **5. SHOP DRAWINGS**

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER. SHOP DRAWINGS, catalog cuts, samples, schedules, etc. shall be submitted for all materials and equipment. On initial submittals, three copies of each item shall be required. Once the review is complete and all corrections made, five copies of the final SHOP DRAWINGS shall be submitted for approval and distribution to all parties. Electronic copies of SHOP DRAWINGS is acceptable and preferred.



- 5.2 When submitted for the ENGINEER'S REVIEW, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES, AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection. All equipment, including but not limited to motors, drives, gear reducers, electrical switch gear, heating, ventilation and air conditioning equipment, communication and instrumentation shall be stored in a secure, heated, ventilated and dry space. Storage must be approved by the ENGINEER. The ENGINEER'S approval of the storage plan shall not release the CONTRACTOR from responsibility for the equipment. Equipment that is not suitably stored shall not be paid for until storage requirements are met. The CONTRACTOR shall be required to comply with the manufacturers' requirements concerning lubrication, oil changes, and other special conditions during the storage period and until the equipment is installed, start-up of the equipment is instituted, and the equipment is finally accepted or determined as substantially completed.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.6 Materials, supplies, or equipment to be included into the WORK shall be new and unused.

## **7. INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS. The CONTRACTOR shall notify the OWNER of the work schedule planned in order that adequate inspection can be made. No work may be performed in any day on which it was not scheduled. A minimum of 12 hours' notice of change in work schedule must be given to OWNER by CONTRACTOR. If CONTRACTOR does not work on a scheduled day, the CONTRACTOR will be charged the cost incurred by the OWNER for the lost work of the inspector.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness.
- 7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and other OWNER representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will 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 and an appropriate CHANGE ORDER shall be issued.

## **8. SUBSTITUTIONS**

- 8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that the first brand name listed in the SPECIFICATIONS is that around which the DRAWINGS have been prepared. Should the second or another brand name be utilized in preparing the BID, the CONTRACTOR shall be responsible for assuring that the costs of all changes, including costs of changes to the CONTRACT DOCUMENTS, required by such use are also included in the BID. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue cut, if piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.
- 8.2 The ENGINEER and OWNER shall have final authority in reviewing and determining if any proposed substitution is an acceptable equal product.

## **9. PATENTS**

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. The CONTRACTOR

shall defend all suits or claims for infringement of patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless CONTRACTOR promptly gives such information to the ENGINEER.

#### **10. SURVEYS, PERMITS, REGULATIONS**

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cutsheets.
- 10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points, and stakes; and, in case of willful or careless destruction, CONTRACTOR shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

#### **11. PROTECTION OF WORK, PROPERTY, AND PERSONS**

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will protect the persons who may be affected thereby, protect all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and protect other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either or them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting safety of persons or the WORK or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. CONTRACTOR will give OWNER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS

caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **12. SUPERVISION BY CONTRACTOR**

12.1 CONTRACTOR shall supervise and direct the WORK. CONTRACTOR shall be solely responsible for means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by CONTRACTOR as CONTRACTOR'S representative at the site. Supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as if given to CONTRACTOR. Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## **13. CHANGES IN THE WORK**

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGEORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

## **14. CHANGES IN CONTRACT PRICE**

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

14.1.1 Unit prices previously approved. Under this method, it is understood that addition to or deletion of quantities of WORK in excess of 25 percent may be cause for review of the agreed unit price.

14.1.2 An agreed lump sum. For the negotiation of the agreed lump sum amount, the CONTRACTOR shall furnish the ENGINEER a breakdown of all labor, materials, supplies, and equipment utilizing the costing principles described under 14.1.3.

14.1.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the WORK. In addition, there shall be added an amount to be agreed upon but not to exceed 15 percent of the actual cost of the WORK to cover the cost of general conditions, overhead and profit. To amplify the items described under 14.1.3, labor shall include the crew foreman but not supervisory, office, or administrative personnel, labor costs shall include taxes, insurance, and actual fringe benefits paid; and, rental rates for equipment owned by the CONTRACTOR shall not exceed 75 percent of Associated Equipment Distributors book rental monthly rates. To costs incurred by SUBCONTRACTORS for changes in the WORK, there shall be an added amount not to exceed 10 percent of the subcontract to cover the cost of general conditions, overhead and profit.

14.2 **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

**The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED. The CONTRACT TIME within the work must be fully completed is within ninety (90) calendar days from the issuance of NOTICE TO PROCEED.**

14.3 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

14.4 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount of \$200.00 per day for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

14.5 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

14.5.1 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

14.5.2 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 14.5.1 and 14.5.2 of this article.

15. **CORRECTION OF WORK**

15.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

15.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16. **SUBSURFACE CONDITIONS**

16.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the OWNER by WRITTEN NOTICE of:

16.1.1 Subsurface or latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

16.1.2 Unknown physical conditions at the site, of unusual nature, differing materially from those ordinarily encountered and generally recognized

as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

- 16.2 The OWNER shall promptly investigate the conditions, and if the OWNER finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**17. SUSPENSION OF WORK, TERMINATION AND DELAY**

- 17.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 17.2 If the CONTRACTOR is adjudged a bankrupt or insolvent; or if the CONTRACTOR makes a general assignment for the benefit of CONTRACTOR'S creditors; or if a trustee or receiver is appointed for the CONTRACTOR or for any of the CONTRACTOR'S property; or if the CONTRACTOR'S files a petition to take advantage of any debtor's act; or to reorganize under the bankruptcy or applicable laws; or if the CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; or if the CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment; or if the CONTRACTOR disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK; or if the CONTRACTOR disregards the authority of the ENGINEER; or if the CONTRACTOR otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 17.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 17.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 17.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER; or under any order of court or other public authority; or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted; or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and

presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and

the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 17.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT shall be made to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **18. PAYMENTS TO CONTRACTOR**

- 18.1 At least ten (10) days before the first pay application the CONTRACTOR shall submit a Schedule of Values for approval by the ENGINEER.
- 18.2 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER an updated project schedule. For projects expected to exceed 90 days this shall be a cost loaded CPM schedule.
- 18.3 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. As approved in advance by the OWNER if payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within twenty (20) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.
- 18.4 If approved in advance by the OWNER the request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.
- 18.5 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or SUBSTANTIALLY COMPLETED portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 18.6 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

18.7 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including theretained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of the completion and acceptance of the WORK.

- 18.8 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party.

In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- 18.9 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **19. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 19.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the PERFORMANCE BOND and PAYMENT BONDS.

## **20. INSURANCE**

- 20.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

20.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

20.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

20.1.3 Claims for damages because of bodily injury, sickness liability coverage which are sustained

(1) by any person as a result of an offense directly or indirectly related to the



- employment of such person by the CONTRACTOR, or (2) by any other person; and
- 20.1.4 Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and
- 20.1.5 Claims for damages because of injury in or destruction of tangible property, including loss of use resulting therefrom.
- 20.2 Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 20.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
- 20.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 20.3.2 The CONTRACTOR shall acquire and maintain Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and the SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 20.3.3 The CONTRACTOR shall acquire and maintain such special insurance coverage as required by the railroad crossing license/permit
- 20.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 20.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, flood, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is

accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## **21. CONTRACT SECURITY**

- 21.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of Virginia and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in Virginia or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER. The Performance Bond shall remain in full force and effect through the guarantee period.

## **22. ASSIGNMENTS**

- 22.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

## **23. INDEMNIFICATION**

- 23.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 23.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 23.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER or ENGINEER'S employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

## **24. SEPARATE CONTRACTS**

- 24.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect

and coordinate the CONTRACTOR'S WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 24.2 The OWNER may perform additional WORK related to the PROJECT, or OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the CONTRACTOR is performing the additional WORK), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the CONTRACTOR'S WORK with theirs.
- 24.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves the CONTRACTOR in additional expense or entitles the CONTRACTOR to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim therefore as provided in Sections 13 and 14.

## **25. SUBCONTRACTING**

- 25.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty CONTRACTORS.
- 25.2 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of any SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- 25.3 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 25.4 Nothing contained in the CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## **26. ENGINEER'S AUTHORITY**

- 26.1 The ENGINEER shall act as the OWNER'S representative during the construction period. The ENGINEER shall decide questions, which may arise as to quality and acceptability of materials furnished and WORK performed. The ENGINEER shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 26.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply at the ENGINEER'S discretion.
- 26.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 26.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **27. LAND AND RIGHT-OF-WAYS**

- 27.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and right-of-ways necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 27.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and right-of-ways acquired.
- 27.3 The CONTRACTOR shall provide at CONTRACTOR'S own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## **28. GUARANTY**

- 28.1 Unless noted otherwise in the CONTRACT DOCUMENTS the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of FINAL ACCEPTANCE. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

## **29. TAXES**

- 29.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed.

## **30. CLEAN UP ON COMPLETION OF PROJECT**

- 30.1 On completion of the WORK covered by any of the sections of this PROJECT, the CONTRACTOR for said section shall clean up the entire premises occupied by his operations, and this area shall be left neat and clean of trash, debris, piles of earth, waste materials or equipment. All surplus materials and equipment, trash, debris, and other foreign matter shall be disposed of as directed by the ENGINEER or OWNER. The entire project or sections thereof shall be made ready for the OWNER'S use, and the CONTRACTOR shall assist as may be necessary in placing any equipment furnished under the contract in proper operating condition.

## **31. WORK HOURS**

- 31.1 Monday through Friday from 7:00 am to 5:00 pm. Weekend and alternate schedules will be considered by the OWNER on a case by case basis.

## **32. PROJECT IDENTIFICATION SIGNBOARD**

Not required for this project.

## **33. SUPPLEMENTAL CONDITIONS**

- 33.1 The following additions to, substitutions for, or explanation of the GENERAL CONDITIONS, if any, shall be included as part of these CONTRACT DOCUMENTS. The number utilized refer to those contained in the GENERAL CONDITIONS.

**34. NONDISCRIMINATION PROVISIONS**

- 34.1 The successful CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, 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 provision of the nondiscrimination clause.
- 34.2 The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer. 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.
- 34.3 The CONTRACTOR will include the provision of the foregoing paragraph in every subcontract or purchase order over ten thousand dollars (\$10,000.) so that the provisions will be binding upon each subcontractor or vendor.







**35. IMMIGRATION AND CONTROL ACT OF 1986**

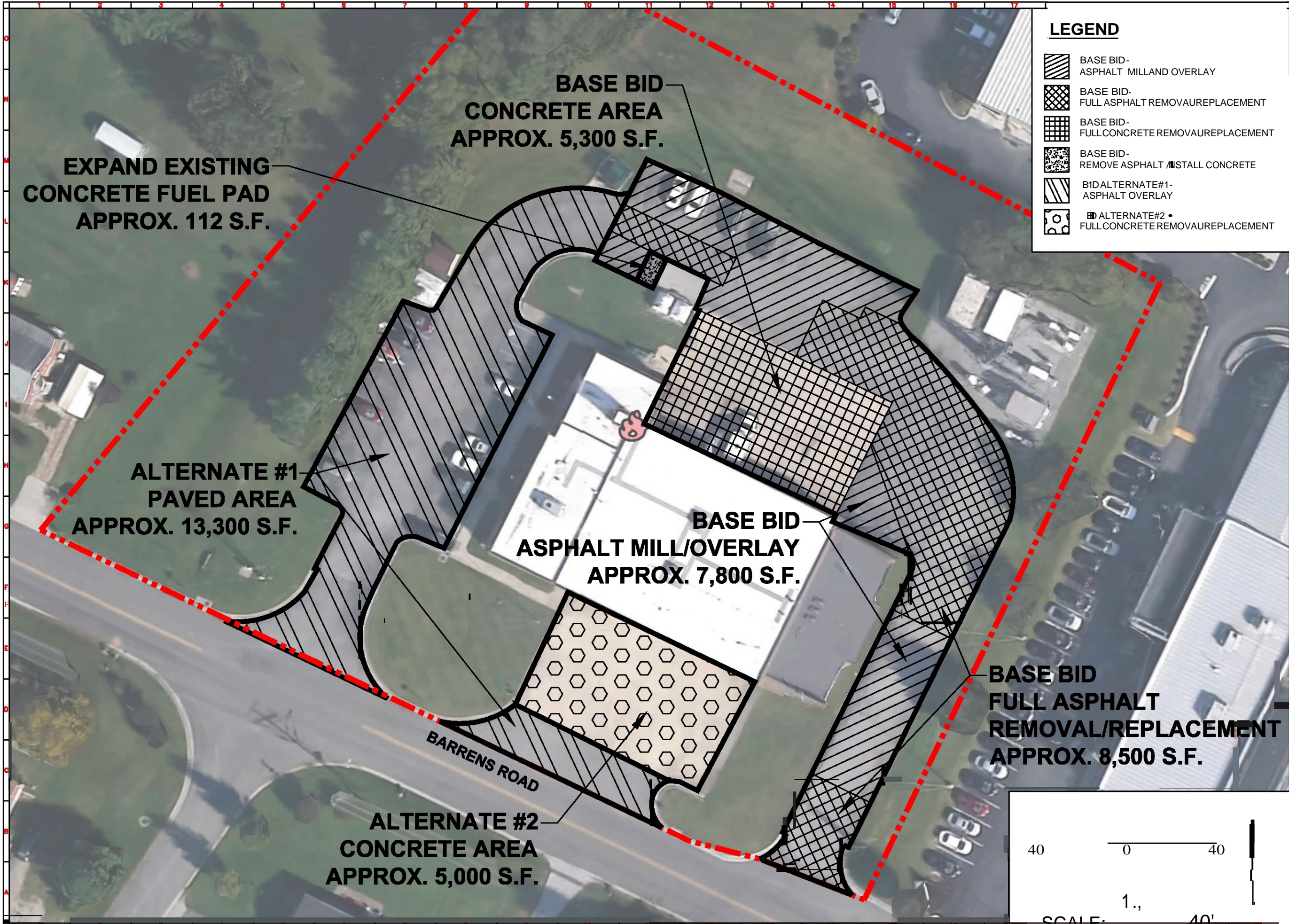
- 35.1 CONTRACTOR is aware of and understands the Immigration Reform and Control Act of 1986 (IRCA) and is in compliance with IRCA; that it acknowledges its responsibility to complete I-9 Employment Eligibility Verification forms for all of its employees assigned to work on County contracts who are not authorized to work in the United States; and that it agrees to defend and indemnify the county for any liability arising out of claims that the contractor's employees are not authorized to work in the United States or any other claims based upon any alleged violations of IRCA by the contractor.

ATTACHMENT B TO  
IFB # 2018-038 HOLLINS FIRE AND RESCUE #5 LOT REPAIRS

**PAVING PLAN**

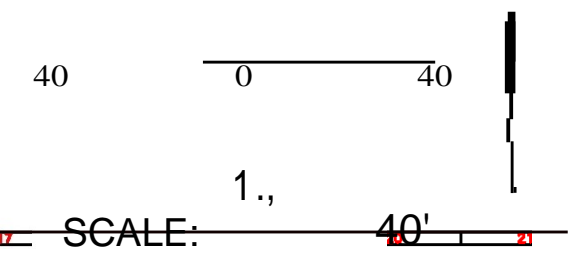
**LEGEND**

-  BASE BID- ASPHALT MILLAND OVERLAY
-  BASE BID- FULL ASPHALT REMOVAUREPLACEMENT
-  BASE BID- FULL CONCRETE REMOVAUREPLACEMENT
-  BASE BID- REMOVE ASPHALT /INSTALL CONCRETE
-  B1D ALTERNATE#1- ASPHALT OVERLAY
-  ALTERNATE#2 • FULL CONCRETE REMOVAUREPLACEMENT



N	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
10	9	8	7	6	5	4	3	2	1	0	0	0	0	0	0	0	0

DESIGNED BY: SMH  
CHECKED BY: SMH  
DATE: 11/3/17  
SCALE: 1"=40'  
REVISIONS:



INVITATION TO BID #2018-038 Hollins Fire & Rescue

**Lot Repairs**

Attachment C

Special Terms & Conditions



## **SPECIAL TERMS AND CONDITIONS**

### **Jobsite Appearance**

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or otherwise required by the Contract.

### **Final Cleaning**

The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If Contractor fails to clean up at the completion of the Project, the County may do so and charge all the costs thereof to the Contractor.

### **Protection On Site**

The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

### **Damage to the Work**

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work until Contractor complete the Work and it is approved and accepted by the County.

### **Damage to Existing Structures**

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the County.

### **Defective Work**

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the County, any work, material, equipment, or part that is found, by the County, to be defective and/or not in accordance with the Contract.

### **Correction of Defects**

If the Contractor, after notice, fails to proceed promptly to correct any defects or defective Work, the County may have defects or defective Work corrected by the County or another entity and the Contractor shall be liable for all costs and expenses incurred in doing so.

INVITATION TO BID #2018-038 Hollins Fire & Rescue

Lot Repairs

Attachment D

Paving Notes

**ROANOKE COUNTY PAVING PROJECTS**  
**PAVING NOTES**

This Project is to be constructed in accordance with VDOT's 2007 Road and Bridge Specifications, 2008 Road and Bridge Standards, 2009 MUTCD, 2011 Virginia Supplement to the MUTCD, 2011 Virginia Work Area Protection Manual and as amended by the Complete Plan Set.

Tonnage is requested for additional work that may be requested and is not part of this Project.

All asphalt material contained in the attached master listing of eligible bid items and designated by pay items in the contract will be price adjusted in accordance with the provisions as set forth herein.

Sites to be restricted during certain times are indicated within the site-specific specs, or as otherwise directed by Roanoke County personnel.

Sites where work is to be performed only during certain dates are indicated within the site-specific specs, or as otherwise directed by Roanoke County personnel. This restriction applies to all paving, curbing and striping work.

No asphalt course shall be opened to traffic or have subsequent pavement overlays placed when the temperature of the pavement is above 150 degrees Fahrenheit.

Any gouged areas resulting in excessive depth from planing operations shall be scratched and repaired at the contractor's expense.

All paving will be required to have non-polishing aggregate in all surface mixes.

When milling is required in areas containing manhole covers and other obstructions, the contractor will be required to remove pavement adjacent to same. Removal of pavement adjacent to same shall be included in the price.

In areas of milling, the contractor will be responsible for the clean up of all milling debris to assure that no build-up of the millings is allowed to cause drainage problems along the edge of the pavement.

If the contractor chooses to use slag as an alternative to natural aggregate, adjustments shall be made to compensate for the difference in specific gravity of the slag compared to the natural aggregate. The pay total for the roadway section where slag is being used as an alternate material shall be based on the tonnage of a mix using 100% natural aggregate at the plant where the mix is being produced.

The following will be used to determine the Adjusted Pay Total:

A = Line Item Tonnage

B = % Asphalt (decimal form)

C = Specific Gravity of Slag Mix

D = Specific Gravity of Natural Aggregate Mix E = Design Lbs/Sq. Yd. (Natural Agg. Mix)

F = Tons of Slag Produced

Estimated Slag Mix Tonnage,  $G = [A - (A \times B)] \times (C/D) + (A \times B)$

Slag Mix Lbs./Sq. Yd. =  $E \times (G/A)$

Adjusted Pay Total =  $F \times (A/G)$

All overlay locations will require a smooth transition.

All traffic control devices and signs necessary for maintenance of traffic shall be furnished, installed,

maintained, and removed by the Contractor. Coordinate with local authorities where required.

All signs installed shall be in accordance with both the current *Virginia Work Area Protection Manual* and the current MUTCD for Streets and Highways.

Construction and permanent pavement marking shall be installed in accordance with manufacturer's practices and current VDOT Road and Bridge Specifications.

Pavement marking shall be in accordance with Section 704 of the Road & Bridge Specification and shall be completed within 72 hours after paving.

All existing pavement marking shall be replaced as the existing is currently marked unless otherwise shown on the plans.

All manhole tops, cleanouts, and/or junction boxes shall be raised to finished grade in areas of asphalt overlay.

Areas indicated for milling are approximate and it shall be the Contractor's responsibility to determine the exact dimensions required to ensure positive drainage and a smooth transition between surfaces.

Flagging operations shall be in accordance with the current *Virginia Work Area Protection Manual* and shall be coordinated with authority having jurisdiction where applicable.

The Contractor shall be responsible for coordinating paving operations with the appointed Roanoke County official.

The Contractor shall be responsible for maintaining a safe and clean site area in accordance with applicable laws and regulations.

S109G06-0115

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**ASPHALT MATERIAL PRICE ADJUSTMENT**

January 12, 2015

All asphalt material contained in the attached master listing of eligible bid items and designated by pay items in the contract will be price adjusted in accordance with the provisions as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain asphalt material are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

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

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

The amount of adjustment applied will be based on the difference between the contract Base Index and the Current Index for the applicable calendar month during which the work is performed. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

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

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

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

VIRGINIA DEPARTMENT OF TRANSPORTATION  
**MASTER LISTING OF**  
**ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT**

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

16256	Liquid Asphalt Matl.RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl.CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Cone. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.50	Ton	315
16342	Asph. Cone. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.50	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E '(64E-22)	Ton	315
16362	Asphalt Concrete Ty. SM-19.0A	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T •	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A .	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Jype II	Ton	ATTD
16504	Surf.Preparation & Restoration Type III	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315