



CITY OF HARRISONBURG
**FINANCE
& PURCHASING**

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

INVITATION TO BID (ITB) COVER PAGE

ISSUE DATE: March 14, 2022	INVITATION TO BID NUMBER: 2022020-PW-B	FOR: Bridge Rehabilitation
DEPARTMENT: Public Works	DATE/TIME OF CLOSING: April 7, 2022 at 3:00pm local time	CONTRACT ADMINISTRATOR: Andy Powell, Capital Projects Manager
DATE/TIME LAST DAY FOR QUESTIONS: March 31, 2022 at 12:00pm (noon) local time	DATE/TIME PRE-BID MEETING: March 23, 2022 at 2:00pm local time	PRE-BID MEETING MANDATORY: _X_ Yes ___ No ___ N/A

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addenda shall constitute a contract.

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

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

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____
Address: _____ Federal Employer Identification #: _____
Contact Name: _____ Contact Email Address: _____

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

VENDOR'S LEGALLY AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

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

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

****This document shall be completed & returned with bid submission.***

PROJECT MANUAL
FOR
CITY OF HARRISONBURG, VIRGINIA

BRIDGE REHABILITATION

PROJECT:
2022020-PW-B

CITY OF HARRISONBURG, VIRGINIA
DEPARTMENT OF PUBLIC WORKS

March 14, 2022

Prepared by

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

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SECTION 0001
INVITATION TO BID

1. PROJECT

Bridge Rehabilitation for the City of Harrisonburg, VA

2. DESCRIPTION OF WORK

Repair of epoxy overlay, replace joint sealant, seal cracks in deck and sidewalks, to include all items required to finish the work. Entire project must be completed by November 30, 2022.

3. DOCUMENTS

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

4. PRE-BID CONFERENCE - MANDATORY

March 23, 2022 at 2:00 PM local time via GOTO Meeting. Attendance is mandatory. Please contact Danielle Morris at 540-434-5928 or Danielle.Morris@harrisonburgva.gov to register for the meeting. Attendees must register by 3:00 PM local time on March 22, 2022.

5. QUESTIONS

All questions must be received no later than March 31, 2022 at 12:00 PM (noon) local time. Questions related to the ITB or requests for clarification shall be directed to Mr. Shane Smith, Procurement Manager, by email to Questions@harrisonburgva.gov. Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda at www.harrisonburgva.gov/bids-proposals. It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.

6. BIDS DUE

Bids shall be received by the Purchasing Office no later than April 7, 2022 at 3:00 PM local time. The Purchasing Office is located in City Hall at 409 South Main Street, Third Floor, Harrisonburg, VA, 22801. Office hours are Monday through Friday, 8:00am to 5:00pm, except City holidays (www.harrisonburgva.gov/city-holidays). Any bids received after this date and time will not be accepted.

All bids must be in an opaque, sealed envelope or box and clearly marked: "Sealed Bid: Bridge Rehabilitation ITB#2022020-PW-B". Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making the bid to the City shall be borne by the bidder. Bidders shall provide one (1) paper copy of the bid documents. Bid documents shall be mailed or hand-delivered; faxed or emailed bids will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The bidder

has the sole responsibility to have the bid received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

7. BID OPENING

Bids will be opened and read publicly at City Hall, 409 South Main Street, Room 315, Harrisonburg, VA 22801. The names of bidders will be announced along with the bid amount.

8. COVID-19

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

9. OWNER

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

10. CONTRACT ADMINISTRATOR

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

SECTION 0100
INSTRUCTIONS TO BIDDERS

1. BIDDER ELIGIBILITY

- A. Bids will only be accepted from Contractors who are experienced in and actively engaged in the type of construction of the item(s) called for in the bid.
- B. No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City.
- C. Where an installation or assembly is to be performed by a subcontractor, the bidder must name the subcontractor, and the City reserves the right to determine whether the named subcontractor is fit and capable to perform the required work.
- D. Bidders must be prequalified with VDOT to be considered responsive bidders on this project. A copy of the bidder's VDOT Certificate of Qualifications must be submitted with the bid documents. All subcontractors shall be prequalified with VDOT for all prequalifiable trades.
- E. Bidders are required under Chapter 11, Title 54, Code of Virginia, to show evidence of certificate of registration before bid may be received and considered.
- F. By signing the Bid Form, Bidders certify that they are not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.

2. BID FORM AND SUBMISSION

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

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

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

- B. Indicate receipt of issued addenda. All Bidders are cautioned to check at www.harrisonburgva.gov/bids-proposals to assure that all Addenda have been received and that the cost consequences thereof have been included in the bid. It is the responsibility of all Bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission.
- C. The following documents fully completed and signed where appropriate are required for a responsive bid:

- ☐ Signed Cover Sheet
- ☐ Bid Security
- ☐ 0300 Bid Form
- ☐ 0302 Contractor Eligibility and Registration
- ☐ 0303 State Corporation Commission Registration
- ☐ 0304 Non-Collusion Affidavit
- ☐ 0311 References List
- ☐ 0312 Insurance Requirements
- ☐ Copy of VDOT Certification of Qualifications
- ☐ Signed Addenda, if applicable

3. BID SECURITY & BONDS

- A. Bid security in the amount of five percent (5%) must accompany each bid. The successful bidder's security will not be returned until he has signed the Contract and has furnished the required Certificates of Insurance.
- B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract or until 90 days after bid opening, whichever is sooner. Other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the bid security may be forfeited.
- C. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum. Such Bonds shall be issued by a Surety acceptable to the Owner.

4. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Project Manual and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination and knowledge. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, they shall submit a written request as specified in Section 0001 of this ITB. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

5. AWARD OF CONTRACT

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

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

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

6. EXECUTION OF AGREEMENT

- A. The form of the Agreement which the successful bidder will be required to execute is included in the ITB.
- B. At or prior to delivery of the signed Agreement, the bidder shall deliver to the Owner a copy of their City Business License. The bidder shall ensure that the business license indicated a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of Revenue office at 540-432-7704.
- C. Beginning upon receipt of the fully signed Agreement, and within ten (10) calendar days thereof, successful contractor shall deliver to the Owner as required by the Contract Documents:
 - ☐ Certificates of Insurance and Endorsement
 - ☐ Performance and Payment Bonds
 - ☐ City Business License
 - ☐ Recent W-9 Form
- D. All requirements in Item C above shall be approved by the Owner before the successful bidder may proceed with work.

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

The contract term shall begin on the date the contract is signed. Work shall begin upon City issue of Notice to Proceed document. Project shall be completed by November 30, 2022. The City may issue the Notice to Proceed immediately or within thirty (30) days of the contract date. The contractor is not to begin work until the receipt of the Notice to Proceed.

8. LIQUIDATED DAMAGES

Liquidated damages will be applied as specified in the 2016 VDOT Road and Bridge Specifications Section 108.06.b.

9. SPECIFICATIONS AND STANDARDS

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

Standards, the Virginia Erosion and Sediment Control handbook, the Virginia Erosion and Sediment Control regulations, Virginia Work Area Protection Manual and the City of Harrisonburg Design and Construction Standards Manual. In the event of conflict between any of these standards, specifications or plans, the VDOT specification 105.12 will apply, and shows the hierarchy of documents and which shall govern.

10. CONSIDERATION OF PROJECT COMPLEXITIES

- A. In preparing this bid, Contractor shall understand and account in their costs for the complexities involved in administering the construction required by this Contract. Contractor shall be aware that the project area receives heavy vehicular and pedestrian traffic. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner. The specific requirements for this project are shown in Section 0900 and 1000.
- B. Submission of a bid shall be an affirmation that the Contractor understands these complexities and difficulties associated with this project, that he has included in his bid a sufficient dollar amount to compensate for the additional time and effort these complexities and difficulties will require on his part, and that he understands that the Owner will not accept any claim for time extension or additional costs associated with them.

END INSTRUCTIONS TO BIDDERS

0300 BID FORM

The undersigned, having visited and examined the site and having carefully studied the drawings and specifications, hereby proposes to furnish all labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project in strict accordance with the ITB and with any addenda issued during bidding period and hereby acknowledged subject to the terms and conditions of the Agreement for the following sums of money:

BASE BID

All labor, material, services and equipment necessary for the completion of the work shown on the Drawings and in the Project Manual and in the Addenda (if issued).). ****Note: In case of a discrepancy between the total listed on the bid tab and the total written below, the written one will prevail.**

_____ (\$_____)

This bid submitted by (name of firm): _____

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

Reject any and all bids, or waive any defects in favor of the City

Or

Accept any bid at the bid price, whereupon the contractor shall furnish equipment and materials as specified.

Contractors shall indicate a unit price for each item listed in the Pay Items Summary which follows. The listed pay items are to contain all necessary costs required for completion of the work. It is understood that all quantities listed below are estimated quantities and the Owner reserves the right to raise, lower or eliminate any quantity or item. Unit prices shall be used in determining partial and full payment.

****This document shall be completed & returned with bid submission.****

Bridge Rehabilitation ITB#2022020-PW-B
 Bid Tab

****This document shall be completed & returned with bid submission.****

Bridge no. 1804
 U.S. Route 11 Southbound (South Liberty St) over Blacks Run

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1		\$ -
2	REPAIR EPOXY OVERLAY	SY	3		\$ -
3	REPLACE JOINT SEALANT	LF	110		\$ -
4	CONCRETE (CL. A4) FOR SIDEWALK	SY	6		\$ -
5	MAINTENANCE OF TRAFFIC	LS	1		\$ -

SUBTOTAL BID FOR BRIDGE NO. 1804 FOR ALL UNIT PRICES \$ -

Bridge No. 1805
 U.S. Route 11 Southbound (North Liberty St) over Blacks Run

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1		\$ -
2	EPOXY OVERLAY - SIDEWALKS & MEDIAN	SY	40		\$ -
3	REPLACE JOINT SEALANT	LF	95		\$ -
4	CONCRETE (CL. A4) FOR SIDEWALK	SY	8		\$ -
5	MAINTENANCE OF TRAFFIC	LS	1		\$ -

SUBTOTAL BID FOR BRIDGE NO. 1805 FOR ALL UNIT PRICES \$ -

Bridge No. 8006

West Rock St. over Blacks Run

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1		\$ -
2	SEAL CRACKS IN DECK & SIDEWALKS	LF	30		\$ -
3	REPLACE JOINT SEALANT	LF	25		\$ -
4	MAINTENANCE OF TRAFFIC	LS	1		\$ -

SUBTOTAL BID FOR BRIDGE NO. 8006 FOR ALL UNIT PRICES \$ -

Bridge No. 8020

State Route 280 (Stone Spring Rd) over NS Railway & Blacks Run

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1		\$ -
2	SEAL CRACKS IN DECK & SIDEWALKS	LF	300		\$ -
3	EPOXY OVERLAY - SIDEWALKS & MEDIAN	SY	50		\$ -
4	EXPANSION BEARING WORK	LS	1		\$ -
5	FIXED BEARING WORK	LS	1		\$ -
6	WATERPROOFING - PARAPETS	LF	450		\$ -
7	MAINTENANCE OF TRAFFIC	LS	1		\$ -

SUBTOTAL BID FOR BRIDGE NO. 8020 FOR ALL UNIT PRICES \$ -

GRAND TOTAL: \$ -

0302 CONTRACTOR ELIGIBILITY AND REGISTRATION

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

Check one:

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

_____ My registration number is _____

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

Contractor

Address

Attest

By: _____
Signature

Title

Date

****This document shall be completed & returned with bid submission.****

0303 STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

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

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

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

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

Signature: _____

Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

****This document shall be completed & returned with bid submission.****

0304 NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

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

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____

STATE OF _____, to wit:

I, _____, a Notary Public, do certify that

_____ whose name is signed to the foregoing has

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

Given under my hand this _____ day of _____, 20____.

My Commission expires _____.

Notary Public

****This document shall be completed & returned with bid submission.****

0311 REFERENCES LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #2

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #3

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

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

Terminated Reference *(If Applicable)*

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

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

Number of Years in Business: _____

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

****This document shall be completed & returned with bid submission.***

312 INSURANCE REQUIREMENTS

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

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

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

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

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

- 1.) Certificate of Insurance (COI) for the City of Harrisonburg, 409 South Main St, Harrisonburg, VA 22801. COI must show the Additional Insured status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

BIDDER STATEMENT

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

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****This document shall be completed & returned with bid submission.****

0400 GENERAL TERMS AND CONDITIONS OF THE CITY OF HARRISONBURG, VA

(REV. 09-20-19)

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

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DEFINITIONS

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

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

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

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

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

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

CITY or OWNER: City of Harrisonburg, Virginia.

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

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

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

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

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

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

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

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

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

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

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

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

CONDITIONS OF BIDDING

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

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

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

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

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

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

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

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

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

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/proposal which has been modified. As a precondition to its acceptance of an ITB response, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

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

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

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

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

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

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

AWARD

CONTRACT AWARD

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

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

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

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

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

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

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

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

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 By submitting their bids/proposals, bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act.

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

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

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

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

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

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

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

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

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

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

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

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: 2.2-4312 During the performance of this contract, the contractor agrees to: (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IMMIGRATION REFORM and CONTROL ACT OF 1986: 2.2-4311.1 By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of the Code of Virginia. The bidder/offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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

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

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

PAYMENT: 2.2-4352 – 2.2-4354

1. **To Prime Contractor:**

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

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

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

2. **To Subcontractors:**

A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or;

Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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

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

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

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

SPECIFICATIONS

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

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

USE OF BRAND NAMES: 2.2-4315 Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

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

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

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

0401 ESCROW ACCOUNT ELECTION

ELECTION OF ESCROW ACCOUNT PROCEDURE FOR RETAINAGE

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

Write “Yes” or “No” on above line

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

Company_____

Authorized Signature_____

****This document shall be completed & returned with bid submission.****

0401 ESCROW AGREEMENT
CITY OF HARRISONBURG, VIRGINIA

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

I.

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

II.

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

III.

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

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

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

IV.

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

V.

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

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the Commonwealth of Virginia,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Escrow Agent or deposit by the Contractor, a Standard and Poor's or Moody's Investor Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Escrow Agent and its affiliates.
- (6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the bank, and the securities are held by a third party, and segregated from other securities owned by the bank.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

X.

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

SIGNATURE PAGE TO FOLLOW

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

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

Attest:

Bank Officer

Witness:

Attest:

City Clerk

Approved as to form:

City Attorney

Approved as to execution:

City Attorney

Typed Name of Contractor

President/Vice-President;
Partner or Owner (Seal

Typed Name of Escrow Agent

Vice President

Typed Name of Surety Company

By: _____
Attorney-In-Fact

City of Harrisonburg, Virginia

City Manager/Deputy City Manager

0501 AGREEMENT

This AGREEMENT is dated as of the ____ day of _____ in the year 20__ between the City of Harrisonburg, Virginia (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the project titled City of Harrisonburg, Virginia, Bridge Rehabilitation. The Work is generally described as follows:

Repair of epoxy overlay, replace joint sealant, seal cracks in deck and sidewalks, to include all items required to finish the work. Entire project must be completed by November 30, 2022.

ARTICLE 2. CONTRACT ADMINISTRATOR

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

ARTICLE 3. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

3.1 Contract Time shall be Fixed Completion Dates for the various phases of work as follows:

All work shall be completed by November 30, 2022.

3.2 Consideration for time extensions attributable to weather will not be given except as provided for in Section 108.04 of the VDOT Standard Specifications.

3.3 Liquidated Damages shall be in accordance with Section 108.06.b of the VDOT Road and Bridge Specifications.

ARTICLE 4. CONTRACT PRICE

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

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Section 0800 of the Project Manual.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by CONTRACT ADMINISTRATOR, on or about the 1st day of each month during construction as provided below. All Progress Payments will be on the basis of the progress of the Work measured by the schedule of values established in the bid documents. Retainage will be held per Virginia Code 2.2-4333.

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

95% of the Work completed, and

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

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

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

ARTICLE 6. INTEREST

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by CONTRACT ADMINISTRATOR in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2. as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examination, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

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

ARTICLE 8. CONTRACT DOCUMENTS

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

- 8.1 This Agreement (pages 1 to 5, inclusive)
- 8.2 Performance and Payment bonds
- 8.3 Certificate of Insurance and Endorsement
- 8.4 Notice of Award
- 8.5 Notice to Proceed
- 8.6 City's Invitation to Bid ITB#: "Bridge Rehabilitation ITB#2022020-PW-B"
- 8.7 Drawings
- 8.8 Signed Addenda
- 8.9 Contractor's Bid
- 8.10 Documentation submitted by Contractor prior to Notice of Award.
- 8.11 Any modifications or change orders, duly delivered after execution of Agreement.

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

ARTICLE 9. MISCELLANEOUS

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

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

ARTICLE 10. OTHER PROVISIONS

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

OWNER: City of Harrisonburg

CONTRACTOR:_____

Signature_____

Signature_____

Name & Title:_____

Name & Title:_____

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

Contractor License No. _____

END OF AGREEMENT

0502 NOTICE TO PROCEED

DATE:

TO:

Re: City of Harrisonburg

PROJECT TITLE:

PROJECT NO:

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

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

By _____
Owner Authorized Signature

Name & Title (Print)

0800 APPLICATION FOR PAYMENT

1. Applications for progress payment shall be made on forms identical/similar to those shown on pages 0800-2 and 0800-3. The following application for payment is an excel spreadsheet and will be made available for the contractor's use.
2. A draft of the application for progress payment shall be emailed to the Project Manager and Project Coordinator for review. After review and approval by the City, the contractor shall **mail two signed applications** for progress payment to: 320 East Mosby Road, Harrisonburg, VA 22801.
3. It shall be the responsibility of the Contractor to supply daily quantities to the Project Manager and Project Coordinator for comparison to the Inspector's quantities. The format shall be agreed upon during the pre-construction meeting. Unless otherwise state, the cut-off date for all progress payments shall be the last day of the month.

0800 APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:City of Harrisonburg320 E. Mosby Rd.Harrisonburg, VA 22801

Project:Application No.:

Period To:

From Contractor:

Contract Date:

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

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

Signature _____ Date _____

Printed Name _____ Title _____

State of _____ County of _____

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

Notary Public _____ Registration No. _____

My Commission Expires _____

APPLICATION NO.:

PERIOD TO:

PROJECT:

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

SECTION 0900
STATE REQUIREMENTS
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VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)

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

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

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

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

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

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

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

105.19—Submission and Disposition of Claims

(a) Notice of Intent to File a Claim

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

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

(b) Time for Submittal of Claim

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

(c) Content of Claim

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

1. A detailed statement of the facts upon which the claim is based providing items of work affected and included in each claim, and the date(s) on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident; and
2. All pertinent data, documents, and correspondence that may substantiate the claim. The Department shall have the right, at its expense, to review and copy all of the Contractor's non-privileged project files and documents, both electronic and paper, for use in analyzing the claim; and
3. Identification of the provisions of the Contract that the Department allegedly breached, and the acts or omissions constituting such breach.
4. A detailed statement of the amount of the actual cost for materials, labor and equipment sought in the claim.
5. A copy of the notice(s) of intent to file a claim that the Contractor submitted to the Department for the claim(s).

(d) Certification of Claim

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

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

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

_____(Contractor)

By: _____

As officer or duly appointed agent of _____(Contractor)

Title: _____

Date: _____

State Of: _____

City/County of _____, To-Wit:

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

Given under my hand this _____ day of _____, 20____.

Notary Public: _____

Notary Registration No.: _____

My commission expires: _____

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

(e) Review of Claim

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

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

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

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

(f) Compensation for Claims

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

END STATE REQUIREMENTS

SECTION 1000

SUPPLEMENTAL SPECIFICATIONS

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SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 1A - SPECIAL CONDITIONS

1A-01 GENERAL

- A. The specifications have been arranged and sectioned only as a means of reference and shall not be interpreted as being a proper or complete means or method in which to arrange, install or complete the work.
- B. The Contractor shall comply with "Rules and Regulations Governing Construction, Demolition and All Excavation" as adopted by the Safety Codes Commission of the Commonwealth of Virginia, Occupational Safety and Health Administration (OSHA). The Contractor is required to employ safe practices and comply with all safety standards and laws.
- C. The Contractor shall comply with the "City of Harrisonburg Design and Construction Standards Manual, Latest Revision".
- D. The Contractor shall demonstrate, by reference or other suitable means, the capability to provide the craftsmanship, experience, and equipment necessary to perform satisfactorily to this specification. The Contractor (or subcontractor) performing repair or replacement of the City of Harrisonburg bridges shall document a minimum of 5 years' experience with vehicular bridge rehabilitations.

1A-02 LOCATION OF WORK

- A. The site of the work is various bridge locations within the City of Harrisonburg, Virginia including the following:

Base Bid

Bridge No. 1804 – U.S. Route 11 Southbound (South Liberty Street) over Blacks Run

Bridge No. 1805 – U.S. Route 11 Southbound (North Liberty Street) over Blacks Run

Bridge No. 8006 – West Rock Street over Blacks Run

Bridge No. 8020 – State Route 280 (Stone Spring Road) over NS Railway and Blacks Run

1A-03 CONTRACT METHOD

- A. Construct the Work under a Unit Price Contract.

1A-04 LAYING OUT WORK

- A. The drawings shall not be scaled. The Contractor must verify all dimensions and elevations at the site prior to proceeding with the work. The Contractor shall also verify existing utilities that may be affected by the Work.
- B. It is imperative that the Contractor work within the shown rights of way or easements, at all times, unless approved otherwise by the property owner and the Engineer
- C. The Contractor shall, at his expense, provide competent engineering survey services and shall provide and maintain accurate, detailed, survey work
- D. The Contractor shall coordinate his work with the Engineer, City officials, and adjacent property owners.

1A-05 SEQUENCE OF WORK

- A. Schedule for work required on this project shall be coordinated with the Owner.
- B. Fixed Bearing Work - Contractor shall only access pier on East side to avoid railroad right-of-way and tracks while working on Bridge No. 8020.
- C. Install Waterproofing – Parapets shall be completed before the placement of the Epoxy Overlay – Sidewalks and Median.
- D. All joint sealant shall be installed after the completion of Epoxy Overlay – Sidewalks and Median, as well as any repairs to the epoxy.

1A-06 UTILITY COMPANIES

- A. The Contractor shall coordinate with any utility companies whose facilities may be affected by the bridge work.

1A-07 TEMPORARY FACILITIES

- A. The Contractor may provide and maintain, at his expense, suitable field office facilities as required for the work at locations approved by the Owner and Engineer.
- B. The Contractor shall provide and maintain, at his expense, toilet accommodations for his employees at locations approved by the City and Engineer. The sanitary facilities shall comply with all Local and State Sanitary Health Regulations for their installation, use and waste removal.
- C. The Contractor shall provide and pay for all water, electricity, illumination, heat and other utilities required for the proper execution of the work.
- D. The Contractor shall provide and maintain all barricades, fences, and other protective devices required around the project site and storage area in order to protect the Work, his employees and the public.

1A-08 PROGRESS MEETINGS - CONTRACTORS DUTIES

- A. Schedule and administer Project meetings throughout progress of the Work at a maximum of one month intervals, called meetings, and preinstallation conferences.
- B. Make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within five days to Engineer, participants, and those affected by decisions made at meetings.
- C. Attendance: Job superintendent, major subcontractors and suppliers; Utility representatives; Owner and Engineers appropriate to agenda topics for each meeting.
- D. Suggested Agenda: Review of Work progress since last meeting, status of progress schedule and adjustments thereto, expected progress by next meeting, number of workers on site, delivery schedules, submittals, shop drawing status summary, maintenance of quality standards, pending changes and substitutions, project questions, and other items affecting progress of Work.

PROGRESS SCHEDULES

A. FORMAT

1. Prepare Schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week.

B. CONTENT

1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
2. Provide sub-schedules to define critical portions of entire Schedule.
3. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
4. Provide separate schedule of submittal dates for shop drawings, product data, and samples and dates reviewed submittals will be required from Engineer. Show decision dates for selection of finishes.

C. REVISIONS TO SCHEDULES

1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

D. SUBMITTALS

1. Submit initial Schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within 10 days.
2. Submit revised Progress Schedules with each Application for Payment.

3. Submit under transmittal letter.

E. DISTRIBUTION

1. Distribute copies of reviewed schedules to job site file, subcontractors, suppliers, Engineer, Owner, and other concerned entities.
2. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in Schedules.

1A-10

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Present in a clear and thorough manner. Title each drawing with Project and Contract name and number; identify each shop drawing by Specification section and paragraph number; identify each element of drawings by reference to sheet number and detail or schedule of Contract Documents. Shop drawings shall be thoroughly checked and coordinated by the fabricator and Contractor prior to being submitted.

B. Contractor Review

1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
2. Coordinate submittals with requirements of Work and of Contract Documents.
3. Sign or initial each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Engineer in writing at time of submittal, of any deviations from requirements of Contract Documents.
4. Do not fabricate products or begin work which requires submittals until return of submittal with Engineer acceptance.

C. Submittals Requirements

1. Furnish submittals specified in sections of the specifications, and for all equipment and materials used in the project. Shop drawings shall be required but not limited to the following items: repair materials and bearing work details. Material Certifications and Manufacturer's Data Sheets for materials and products shall be submitted to the Engineer for approval. The Contractor shall also

submit a "Written Plan" to the Engineer, describing the Methods and Scheduling that he intends to use to accomplish the Repair Work. This Plan shall detail any phasing and/or protection that he deems necessary to safely and efficiently accomplish the Work required. Contractor shall establish a numbering system for all submittals. Resubmittals of corrected submittals shall use sequential letter suffixes.

2. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
3. Submit under transmittal letter. Identify Project by title and number. Contract by number. Identify Work and product by Specifications section and Article number. Use established numbering system.

D. Resubmittals

1. Make resubmittals under procedures specified for initial submittals; identify ALL changes made since previous submittal. Use sequential letter suffixes after the submittal number for numbering resubmittals.
2. The Engineer, as the Owner's representative, reserves the right to require the Contractor to resubmit any shop drawing found not to comply with the contract documents. Any shop drawing requiring more than one resubmittal shall be reviewed by Engineer at Contractor's expense, and will be invoiced monthly directly to the Contractor by the Engineer at the rate of \$100.00 per hour or fraction thereof. The Contractor shall pay the Engineer prior to the next pay request. Approval of the next pay request by the Engineer shall be contingent on the receipt of payment for the additional reviews.

E. Engineer's Review

1. Engineer will review shop drawings, product data, and samples and return submittals within ten days of receipt of a complete, Contractor checked submittal.

1A-11 TESTING

Concrete Testing for this Contract shall comply with the following criteria:

A. Concrete shall be inspected and tested as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the Owner for final acceptance.

B. Concrete Testing:

1. Conduct strength tests of concrete during construction in accordance with the following procedures:

- a) Secure composite samples in accordance with ASTM C 172 at point of placement. Each sample shall be obtained from a different batch of concrete on a random basis.
- b) Mold and cure three specimens from each sample in accordance with ASTM C 31. Any deviations from the requirements of this Standard shall be recorded in the test report.
- c) Test specimens in accordance with ASTM C 39. At least three specimens shall be tested: two at 7 days for acceptance and one at 1 day for information. The acceptance test results shall be the average of the strengths of the two specimens tested at 7 days. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Sufficient test cylinders shall be made and tested at the appropriate ages to determine when operations such as release of falsework or placing the structure in service can occur.
- d) Samples for acceptance tests for each mixture or class of concrete shall be taken not less than once a day nor less than once for each 50 cubic yards of concrete or once for each major placement.
- e) Any concrete represented by a test which indicates a strength which is less than the specified 7-day compressive strength by more than 500 psi will be rejected and shall be removed and replaced with acceptable concrete. Such rejection shall prevail unless: (1) The Contractor, at his expense, obtains and submits evidence acceptable to the City Engineer that the strength and quality of the rejected concrete is acceptable. If such evidence consists of cores taken from the work, the cores shall be obtained and tested in accordance with the standard methods of ASTM C 42, or (2) The City Engineer determines that said concrete is located where it will not create an intolerable detrimental effect on the structure and the Contractor agrees to a reduced payment

to compensate the Owner for loss of durability and other benefits.

- f) Whenever the average of three consecutive tests, which were made to determine acceptability of concrete, falls to less than 150 psi above the specified strength or any single test falls more than 200 psi below the specified strength, the Contractor shall at his expense, make corrective changes in concrete manufacturing procedures before placing additional concrete of that class. Such changes must be approved by the City Engineer prior to use.

C. Testing Agency:

- 1. All inspections and tests shall be performed by an "Independent Testing Agency", selected by the Contractor, and approved in writing by the Engineer.
- 2. The Independent Testing Agency and its representatives are not authorized to revoke, alter, relax, enlarge or release any requirement of the contract documents, nor to approve or accept any portion of the work.
- 3. The Independent Testing Agency shall report all test results to the Engineer and the Contractor immediately after they are performed. All test reports shall include the exact location in the work for which the test was conducted.

D. Testing Laboratory Responsibilities:

- 1. Provide qualified personnel at site after due notice; cooperate with Engineer and Contractor in performance of services.
- 2. Perform specified inspection, sampling, and testing of products in accordance with specified standards.
- 3. Ascertain compliance of materials with requirements of Contract Documents.
- 4. Promptly (by Fax or Email) notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
- 5. Perform additional inspections and tests required by Engineer.
- 6. After each inspection and test, within one week submit one copy each of inspection report by fax or email to Engineer and Contractor. Include: Date issued, Project title and number, name of inspector, date and time of sampling or inspection, identification of product

and Specification section, exact location in the Project, type of inspection or test, date of test, results of tests, and conformance with specified standards and with Contract Documents. Report indicating noncompliance shall be faxed to the Engineer within one day of observation of noncompliance. When requested by Engineer, provide interpretation of test results.

E. Contractor's Responsibilities:

1. Cooperate with laboratory personnel, and provide access to Work, and to manufacturer's facilities, when required.
2. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested and to facilitate tests and inspections.
3. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
4. Arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

F. All costs associated with Concrete Testing shall be paid for by the Contractor, and shall be included in the unit prices for individual bid items.

1A-12 PERMITS

- A. The Contractor is required to obtain and pay for all construction permits for this project as required by the Owner including erosion and sediment control, and land disturbance permits. Contractor will be required to obtain a business license required by the Owner.

1A-13 WARRANTY

- A. Work and material for Replace Joint Sealant and Waterproofing - Parapets, shall be guaranteed for a period of three (3) years against cracking, debonding, leaking, or other failure. A written guarantee, bearing both the signatures of the General Contractor and the Subcontractor (if any) performing this work shall be delivered to the Engineer prior to Final Payment.

1A-14 TEMPORARY STRUCTURES

- A. Contractor shall maintain temporary shoring, cofferdams, etc., for all conditions encountered during construction period.

1A-15

CONTRACTOR'S RELATIONSHIP TO THE OWNER

- A. Independent Contractor - It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the Owner. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor.
- B. Subcontracting – Contractor may subcontract services to be performed hereunder with the prior approval of the Owner which approval shall not be unreasonably withheld. No such approval will be construed as making the Owner a part of, or to, such subcontract, or subjecting the Owner to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such subcontracting the Owner shall deal through the Contractor, and subcontractors will be dealt with as representatives of the Contractor.

1A-16

RESTORATION

- A. The Contractor shall at his own expense, clean up all refuse, rubbish, scrap material and debris caused by his operations, to the end that at all times the site of the work shall not be a source of litter and shall present a neat, orderly and workmanlike appearance.
- B. Developed property such as walks, steps, landscaped areas, fences and the like, disturbed by the work, shall be restored or replaced to their original condition. Ditches shall be restored to their original shape and slope. All disturbed areas not covered by landscaping, pavement or structures and all areas disturbed by the construction activity shall be fertilized, limed, seeded with the type of seed that produces a stand of grass similar to the existing, and mulched. Any washing or erosion of the surface, and any areas that seed does not germinate, and grass grow, prior to acceptance of the work, shall be repaired by the Contractor, at no additional expense to the Owner.
- C. Any property pins or monuments, moved or destroyed by the project work, shall be restored to their correct location by a licensed surveyor.
- D. The Contractor shall be required to provide restoration of each project site before submitting his pay request to the County Inspector for review and signature. The Engineer will not review and approve pay requests until such restorations are complete. Exceptions will only be made by the County Engineer.

1A-17

FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean exterior surfaces exposed to view.
- C. Clean site; sweep and pressure wash paved areas and curbs/sidewalks, rake clean other surfaces; clean drainage system.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
- E. Seed and mulch all disturbed areas not covered by structure, walk or pavement.

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 2A - TRAFFIC, PROPERTY AND UTILITY MAINTENANCE AND COORDINATION

2A-01 SCOPE OF WORK

- A. The work shall include providing all materials, equipment, labor and services required to regulate and coordinate traffic, to protect and maintain property, to notify the public and nearby homeowners and businesses of work conditions, and to coordinate the work with the Engineer, the Owner, Local Businesses and Homeowners, and any affected Utility Companies.

2A-02 GENERAL

- A. Unless otherwise stated in the Contract Documents, Special Provisions, or herein, all construction and materials will conform to the Virginia Department of Transportation (VDOT) Road and Bridge Specifications, 2020, and VDOT Road and Bridge Standards, 2016 or as modified/clarified below.
- B. The Contractor shall, at his expense, maintain the work site in a clean and orderly appearance at all times. All debris and surplus material collected shall be disposed of off the work site by the Contractor, at his expense.

2A-03 TRAFFIC MAINTENANCE AND COORDINATION

- A. The method of controlling traffic in the work area, and all required traffic control devices and signs shall be in accordance with the State and Federal "Manual on Uniform Traffic Control Devices" and the "VDOT Work Area Protection Manual, latest editions." The Contractor shall submit to the Engineer, for review and approval prior to working with a roadway, a detailed traffic control plan for each site indicating type and location of all signs, pavement markings and traffic control devices based on Contractors proposed phasing and repair operations.
- B. Traffic control requiring outside lane closure operation on a Four-Lane Roadway shall be based on "VDOT Virginia's Work Area Protection Manual" Figure TTC-16.1. Traffic control requiring inside lane closure operation on a Four-Lane Roadway shall be based on "VDOT Virginia's Work Area Protection Manual" Figure TTC-17.1. Traffic control requiring flagging operations on a Two-Lane Roadway shall be based on "VDOT Virginia's Work Area Protection Manual" Figure TTC-23.1.
- C. The Contractor shall provide and maintain all signs, barricades, cones, lights, etc. required to control and protect vehicular and pedestrian traffic in the vicinity of the work area.

- D. Vehicular and pedestrian access to all businesses shall be maintained. All intersections and interchanges shall remain open to traffic unless approved by the Engineer.
- E. The Contractor shall not close the right-of-way of any street or alley without obtaining the approval of and the required permits from the Local Governing Authorities.
- F. When work conditions dictate that part of a street to be closed to traffic, the Contractor shall provide and maintain, at his expense, all signs, barricades, flashing lights, and/or other devices necessary to physically close part of a street adjacent to work area. The Contractor shall provide and maintain all traffic control devices and signs required to coordinate and detour traffic around the closed area.
- G. The Contractor shall make every attempt to minimize the length and extent of any traffic interruptions. The Contractor shall not restrict traffic, or work within the right-of-way of any street or highway without obtaining the approval of and the required permits from the Owner. Temporary lane closings will be allowed if approved by the Owner.
- H. The following traffic control constraints shall apply for the project:
 - a. Contractor shall maintain at least one 11' wide lane of through traffic in one direction at all times on Bridge No. 1804.
 - b. Contractor shall maintain at least one 11' wide lane of through traffic in one direction at all times on Bridge No. 1805.
 - c. Contractor shall maintain at least one 11' wide lane of through traffic in one direction at all times on Bridge No. 8006.
 - d. Contractor shall maintain at least one 11' wide lane of through traffic in each direction at all times on Bridge No. 8020.
 - e. Phasing of certain work items will be required. Coordination shall be made with Owner.
 - f. Shoulder closure will be permitted.
- 1. All signs and wood posts shall be in accordance with Virginia Work Area Protection Manual and VDOT Road and Bridge Standards WSP-1. Posts shall be of the type approved by the Owner.

2. Conflicting traffic markings shall be eradicated as required by the Engineer and Owner. Temporary pavement markings shall be provided as required for Maintenance of Traffic and shall be approved by the Owner. All existing traffic signs which conflict with proposed Maintenance of Traffic shall be temporarily covered.
3. Maintain sidewalk access on one side of bridge at all times. Open sidewalk shall not be immediately adjacent to work area. Sidewalk closure signs shall be placed at each end of bridge and at adjacent intersections.
4. Upon final construction, Contractor shall eradicate all temporary pavement markings. Temporary covers shall be removed from all existing signs. The Owner will be responsible for reinstalling permanent pavement markings upon project completion.
5. Lane closures for two lane bridges shall be restricted to the hours of 9 am to 4 pm Monday thru Friday unless noted otherwise by the Owner.
6. Maximum length of traffic interruption at any bridge location shall be 30 consecutive calendar days. Coordination and approval with the City is required prior to any multi-day closure.

- I. "Maintenance of Traffic" for each bridge will be paid for at the contract lump sum price. No measurement will be made. The lump sum pay item will include all materials, equipment, labor and services required to regulate and coordinate traffic, and will include Flagging, Signing, Lighting, Traffic Control Devices, Impact Attenuators, Barriers, Signalization, Pavement and Message Markings, Temporary Eradication of Existing Pavement Markings, and all miscellaneous and incidental items required by the Engineer and the Owner to adequately and safely maintain traffic during construction. Copies of the applicable details from the VDOT Virginia Work Area Protection Manual are attached.

Payment will be made under:

Pay Item	Pay Unit
Maintenance of Traffic	"Lump Sum"

2A-04

PROPERTY MAINTENANCE AND COORDINATION

- A. The Contractor shall notify the City forty-eight (48) hours prior to commencement of work in order to coordinate a means of ingress and egress to the work area and to determine a storage area for materials.

- B. The Contractor shall coordinate all work with property and business owners whose properties and businesses may be impacted either by the work or by the Contractor accessing the work.
- C. Existing trees, landscaped areas, driveways, mail boxes, utilities, walls, poles, right-of-way monuments and the like shall be protected from damage during the work under this contract. Any damage caused to such items shall be repaired or replaced by the Contractor at his expense.

2A-05 UTILITY MAINTENANCE AND COORDINATION

- A. Before the work is started, the Contractor shall notify all companies, corporations, municipalities and individuals who own utilities on the construction site, in the right-of-way or immediately adjacent to the construction area of the work to be performed. The Contractor shall arrange to have the various utilities located and to have them removed or relocated as required, or to determine the method of protection acceptable to the respective owner, if the method of protection is not specified hereinafter. Any cost incurred with removing or relocating utilities shall be borne by the Contractor unless indicated otherwise.
- B. The work shall be coordinated and performed in a manner so that all existing fire hydrants, without exception, shall be accessible at any time during the work.
- C. The Contractor shall maintain existing streams, ditches, drainage structures and flows at all times during the work. The Contractor shall pay for all personal injury and property damage which may occur as a result of failing to facilitate drainage.
- D. The Contractor shall repair or replace any existing sanitary sewer, water or storm drain utility damaged or misaligned during or due to the work. All other utilities shall be repaired or replaced by the respective Utility Company(s) at the expense of the Contractor.
- E. The Contractor shall coordinate all work within the vicinity of existing utilities with the respective Utility Company. The work shall be conducted in a manner to avoid service interruption and in accordance with the rules and regulations of the respective Utility Company. Temporary bracing or supports shall be installed as needed to sufficiently support utility lines, etc. during construction. All methods for supporting and maintaining the existing utilities shall be subject to the approval of the respective Utility Company and the Owner. Any utilities removed as part of the Work, and not indicated to be removed or abandoned, shall be restored using materials and installation equal to the Utility's standards.
- F. The Contractor shall ascertain the exact location of each existing utility that may interfere with the work. The Contractor may obtain field utility

locations by calling "Miss Utility" (1-800-552-7001) forty-eight (48) hours prior to working in the vicinity of existing utilities. If the utilities fail to locate, a second call shall be made providing an additional three (3) hour notice. Contractor shall note that a "Location Request Form," referencing Virginia State Law, is included in these specifications.

2A-06

PROTECTION OF PUBLIC AND PROPERTY

- A. The Contractor shall comply with all Local, State and Federal Laws and the Occupational Safety and Health Act in protecting the public, the worksite, and adjacent property from damage. The Contractor shall provide all sheeting, shoring, barricades, warning lights, signs, and fences required for this protection.

END OF SECTION

DIVISION 3 - BRIDGE WORK

SECTION 3A - BRIDGE REHABILITATION WORK

3A-01 SCOPE OF WORK

- A. The work shall include providing all equipment, tools, materials, labor, transportation, supplies, and services required as indicated in the Specifications and Special Provisions. The intent of the contract is to provide for the construction and completion in every detail of the work described.

Bid items are to include, but not limited to all labor, equipment, materials, disposal of materials, environmental protection, inspection, mobilization and demobilization required to complete the work for each bid item shown on the drawings and described within the specifications. The General Description of the bid items can be found in the VDOT Road and Bridge Specifications, 2020, Special Provisions as listed herein, or as modified/clarified below:

- B. Replace Joint Sealant

This bid item includes removing existing joint material, cleaning and replacing joint sealant. Joints shall be cleaned by routing, brushing or some other method approved by the Engineer. All loose material shall be removed from the joints using oil-free compressed air. Install backer rod as required per manufacturer's instructions. The resealing material shall be Dow Corning 902 RCS joint sealant or approved equal and shall be installed per manufacturer's recommendations. Bid price to include all equipment, labor, materials, environmental protection, disposal of materials, and inspection required to meet the specifications for this item and will be paid for at the unit price bid per linear foot.

- C. Waterproofing – Parapets

This bid item includes all labor, equipment and materials required to waterproof the parapets, railings and railing curbs to the limits shown. Typical areas to be coated are roadway face surfaces and top horizontal surfaces unless noted otherwise. Waterproofing materials shall be Tex-Cote 300 by Textured Coatings of America or approved equal. The material installation and surface preparation shall be per the manufacturer's recommendations. Bid price shall include all equipment, labor, materials, disposal of materials, environmental protection, and inspection required to meet the specifications for this item and will be paid for at the unit price bid per linear foot.

- D. Epoxy Overlay – Sidewalks and Median

This bid item includes waterproofing areas of existing sidewalks and median as designated by the Engineer. Waterproofing materials and procedures shall be in accordance with Section 416.02 and 416.03 of the VDOT Road and Bridge Specifications, 2020. Bid price to include all equipment, labor, materials, disposal of materials, environmental protection and inspection required to meet the specifications for this item and will be paid for at the unit price bid per square yard.

E. Seal Cracks in Deck and Sidewalks

This item includes cleaning and sealing existing cracks in the top of the deck and sidewalks in locations as directed by the Engineer. Cracks shall be grooved to a depth of approximately 3/8 inch. All loose material shall be removed from the cracks using oil-free compressed air. The crack and groove shall be filled with a two-component, epoxy-resin system. The epoxy-resin system shall be Kaufman SurePoxxy HMLV or an approved equal. The epoxy-resin system shall be installed per the manufacturer's recommendations. Apply crack sealer to specific crack locations only, not to a general area. Gravity feed HMLV until cracks are completely filled. This will likely require multiple applications. Bid price shall include all equipment, labor, materials, environmental protection, disposal of materials, and inspection required to meet the specifications for this item and will be paid for at the unit price bid per linear foot.

F. Repair Epoxy Overlay

This bid item includes removing existing epoxy overlay prior to installing new epoxy overlay in areas designated by the Engineer. The application and surface preparation for the epoxy concrete overlay shall be in accordance with Section 431 of the VDOT Road and Bridge Specifications, 2020. The bid price to include providing all equipment, labor, tools, materials, disposal of materials, environmental protection and inspection required to meet the specifications for this item and will be paid for at the unit price per square yard.

G. Concrete (Class A4) for Sidewalk

Concrete work for the sidewalk on the bridge shall be constructed in accordance with Section 404 of the Road and Bridge Specifications, 2020, and as shown on the drawings except as noted below. The cost of reinforcing steel shall be included in the cubic yard unit price for concrete. The volume of reinforcing steel will not be deducted. Reinforcing steel shall be low carbon / chromium bars conforming to ASTM A1035. Bid price shall include all equipment, labor, materials, disposal of materials, environmental protection and inspection required to meet the specifications for this item and will be paid for at the contract unit price per square yard.

H. Expansion Bearing Work

This bid item includes elongating expansion bearing slots for both anchor bolts on the bearing devices at Abutment B, Girder 6 for Bridge No. 8020 per the contract documents. Bid price shall include all equipment, labor, materials, disposal of materials, environmental protection, testing, and inspections required to meet the specifications for this item. If contractor utilizes a temporary work platform or other temporary access, the bid price shall also include all equipment, labor, engineering, drawings, and materials required to provide temporary access the underside of the superstructure and to protect the area under the superstructure from falling debris. This item will be paid for at the lump sum bid price.

If utilized, the contractor shall submit drawings and calculations for a temporary work platform sealed by a professional engineer licensed in the Commonwealth of Virginia. The temporary work platform shall be capable of supporting loads as determined by the Contractor. Loads shall not be less than that required by Federal or State regulations. Temporary work platform shall meet all OSHA requirements.

I. Fixed Bearing Work

This bid item includes welding all plate washers to the sole plates using a 5/16" fillet weld at all pier bearing locations on Bridge No. 8020. Contractor shall only access pier on East side to avoid railroad right-of-way and tracks. Bid price shall include all equipment, labor, materials, disposal of materials, environmental protection, testing, and inspections required to weld the plate washers to the sole plates at all pier bearing locations for Bridge No. 8020. If contractor utilizes a temporary work platform or other temporary access, the bid price shall also include all equipment, labor, engineering, drawings, and materials required to provide temporary access the underside of the superstructure and to protect the area under the superstructure from falling debris. This item and will be paid for at the lump sum bid price.

If utilized, the contractor shall submit drawings and calculations for a temporary work platform sealed by a professional engineer licensed in the Commonwealth of Virginia. The temporary work platform shall be capable of supporting loads as determined by the Contractor. Loads shall not be less than that required by Federal or State regulations. Temporary work platform shall meet all OSHA requirements.

3A-02 GENERAL

- A. Unless otherwise stated in the Contract Documents, Special Provisions, or on the Plans, all construction and materials will conform to Virginia Department of Transportation Road and Bridge Specifications, 2020, and Road and Bridge Standards, 2016.

B. The Owner shall be designated the Engineer and the Inspector per VDOT Specification.

C. Warranty:

Work and material for Replace Joint Sealant and Waterproofing - Parapets, shall be guaranteed for a period of three (3) years against cracking, debonding, leaking, or other failure. A written guarantee, bearing both the signatures of the General Contractor and the Subcontractor (if any) performing this work shall be delivered to the Engineer prior to Final Payment.

3A-03 PROJECT RECORD DOCUMENTS

A. The Contractor shall maintain a clean set of plans for the sole use as record drawings. The record documents shall be stored separate from construction documents.

B. At contract closeout, submit record documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor. Provide record set of prints with red marks reflecting changes and other record of construction.

END OF SECTION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

This project shall be constructed in accordance with the plans, the Virginia Department of Transportation (VDOT) Road and Bridge Specifications dated 2020, Special Provision Copied Notes and Special Provisions as listed herein. Any reference within these documents to a responsibility assigned to VDOT or the “Department” shall be assumed -- for this contract -- to be accepted by the City of Harrisonburg

INDEX SPECIAL PROVISIONS

SP404-000110-00 Filling and Sealing Pattern Cracks in Concrete Decks and Overlays



SP404-000110-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
**FILLING AND SEALING PATTERN CRACKS IN CONCRETE DECKS AND
OVERLAYS**

May 17, 2010c; Reissued July 12, 2016

I. DESCRIPTION

This Special Provision specifies the requirements for filling and sealing pattern cracks in hydraulic cement concrete bridge decks and overlays with a polymer as directed by the Engineer. Examples of pattern cracking that are defined and pictured in ACI 201.1R-08 *Guide for Conducting a Visual Inspection of Concrete in Service*, include checking, craze cracks, map cracking, pattern cracking, plastic cracking, shrinkage cracking and temperature cracking.

Pattern cracks may originate as plastic shrinkage cracks that are caused by the surface of the concrete drying before the curing material is applied. The cracks typically get wider with age as the concrete under goes drying shrinkage. Pattern cracking that is not identified for filling and sealing prior to the final acceptance of the project or prior to placing traffic on the surface is not covered by this special provision. This special provision does not apply to decks constructed with solid stainless reinforcing steel.

II. MATERIALS

Gravity fill polymer crack sealers shall be a high molecular weight methacrylate, epoxy or urethane conforming to the following:

PROPERTY @ 75 ± 5° F	TEST METHOD	REQUIREMENT
Gel Time, 50 ml sample	ASTM C881	6 hrs. max.
Tensile Strength	ASTM D638	1,500 psi. min.
Sand Penetration, MX-45 sand	VTM 101	80% min.

III. CONCRETE AGE AT TIME OF CRACK FILLING AND SEALING

Cracks shall be located, filled and sealed at the oldest age that is practical as determined by the Engineer and prior to the final acceptance of the project and prior to opening the surface to traffic.

IV. LOCATING CRACKS THAT SHALL BE FILLED and SEALED

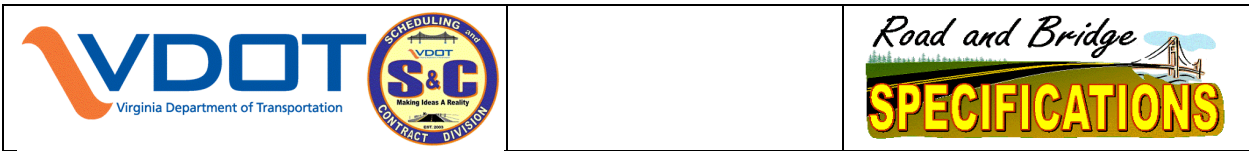
Crack width shall be measured using a transparent crack comparator placed on the surface of the concrete. The width shall be at the oldest age that is practical as determined by the Engineer and prior to the final acceptance of the project and prior to opening the surface to traffic. The width shall be measured and recorded prior to 3 hours past sun rise. Cracks with a width equal to or greater than 0.2 millimeter shall be marked for filling and sealing.

V. SURFACE PREPARATION AND APPLICATION

Prior to filling and sealing, the cracks shall be protected from materials that can interfere with the filling of the crack and the curing of the polymer crack filling material.

Cracks to be filled shall be dry and free of dust, dirt and other debris prior to filling, and shall be air blasted with oil free compressed air prior to application of the polymer. The concrete surface temperature shall not be less than 55 degrees F when the polymer is applied. The polymer to be applied shall be suitable for use at the concrete temperature at the time of the application. The polymer shall be applied during the lowest temperature period of the day, usually between 1 a.m. and 9 a.m., when the cracks are open to the greatest extent. Cracks wider than 1.5 millimeters shall be filled with dry Grade E sand as prescribed in Table II-22 of the Road and Bridge Specifications prior to placement of the polymer. The mixed polymer shall be applied directly to the areas of the deck that are cracked allowing time for the polymer to seep down into the cracks, making additional applications until cracks are filled. The polymer shall be worked into the cracks with a broom or squeegee. Excess polymer shall be brushed off the surface prior to the polymer hardening. Mixed polymer shall be applied as soon as practical and polymer that exhibits an increase in viscosity and temperature shall not be placed on the concrete surface. Grade D sand as prescribed in Table II-22 of the Road and Bridge Specifications shall be broadcast over the applied polymer at the minimum rate of 0.5 pound per square yard. The sand shall be broadcast as soon as practical and before the viscosity of the polymer begins to increase. Regardless of the application method used, the polymer shall be applied in sufficient quantity and applications to fill cracks level. An application rate of one gallon per 100 square feet of deck is usually adequate. When practical, application of the polymer crack sealer shall be completed prior to grooving of the deck surface and grooving shall not be performed until the polymer has cured a minimum of 48 hours.

The Contractor shall plan and prosecute the work in such a manner to protect persons, vehicles and the bridge structure from injury or damage. Armored joints



shall be covered, scuppers plugged and cracks sealed from underneath or other protective measures necessary to protect traffic, waterways and bridge components shall be implemented. In the event polymer materials or solvents harm the appearance of bridge components, removal of such materials will be required as directed by the Engineer. Traffic will not be permitted on the treated surface until tracking will not occur as determined by the Engineer.

VI. MEASUREMENT AND PAYMENT

When a pay item, gravity fill polymer crack sealing will be measured and paid for at the contract unit price per square yard as specified. The price bid for such work shall be full compensation for furnishing and applying the silica sand and polymer crack sealer, for vehicular and pedestrian protection, for crack preparation, for protection of waterways and bridge surfaces and for all labor, tools and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Gravity fill polymer crack sealing	Square yard

MISCELLANEOUS



**Miss Utility of Virginia
LOCATION
REQUEST FORM
1-800-552-7001**

Please fill in form and be prepared to give information when operator answers.

TICKET	_____	DATE	_____	TIME	_____
COMPANY	_____	PHONE	_____	EXT.	_____
ADDRESS	_____				
CITY & STATE	_____			ZIP	_____
CALLER	_____		CALL BACK	_____	
LOCATION (From where to where - be specific)	_____				

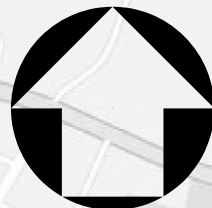
WORK TYPE	_____				
WORK DATE	_____			TIME DONE	_____
INSTRUCTIONS	VA	_____		FOR	_____
STATE	_____		CITY OR COUNTY	_____	
GRID	_____				
REMARKS	_____				

- A. Call Miss Utility Monday through Friday from 7:00 A.M. to 5:00 P.M. Emergencies will be handled on a 24-hour basis as stipulated in the State Law.
- B. Virginia Statute 56-265.17 states notification (ticket) shall be valid for ten working days and may be extended for an additional ten-working-day period upon request to the operator at least forty-eight hours prior to the expiration of the original ten-working-day period.
- C. Virginia Statute 56-265.19 requires a minimum of two working days' notice prior to any planned excavation. Virginia Statute 56-265.20 states that should the utilities fail to locate, a second call must be made providing an additional three (3) hour notice before excavation commences.
- D. For your protection make every effort not to call the center with "in progress" jobs as you will be in violation of the State Law and subject to billing should damages occur. (Make sure "in progress" requests are absolutely necessary)

Remember – It Is The Law!

Our Service Is Free – Damages Are Not

DRAWINGS



Rte. 33 Bus.
(W. Market St.)

Bridge No. 1805

Bridge No. 8006

Bridge No. 1804

S. High St.

Rte. 11 (Lee Hwy)

Rte. 33 Bus.
(E. Market St.)

Bridge No. 8020

STRUCTURES

- Bridge No. 1804 - US Route 11 Southbound
(South Liberty Street) over Blacks Run
- Bridge No. 1805 - US Route 11 Southbound
(North Liberty Street) over Blacks Run
- Bridge No. 8006 - West Rock Street over Blacks Run
- Bridge No. 8020 - State Route 280 (Stone Spring Road)
over NS Railway and Blacks Run



Issue Date:
SEPT. 22, 2021

Drawn By: KES

Designed By: KES

Checked By: CMT

Date: 09/21/21

Harrisonburg Bridge Repairs

VICINITY MAP

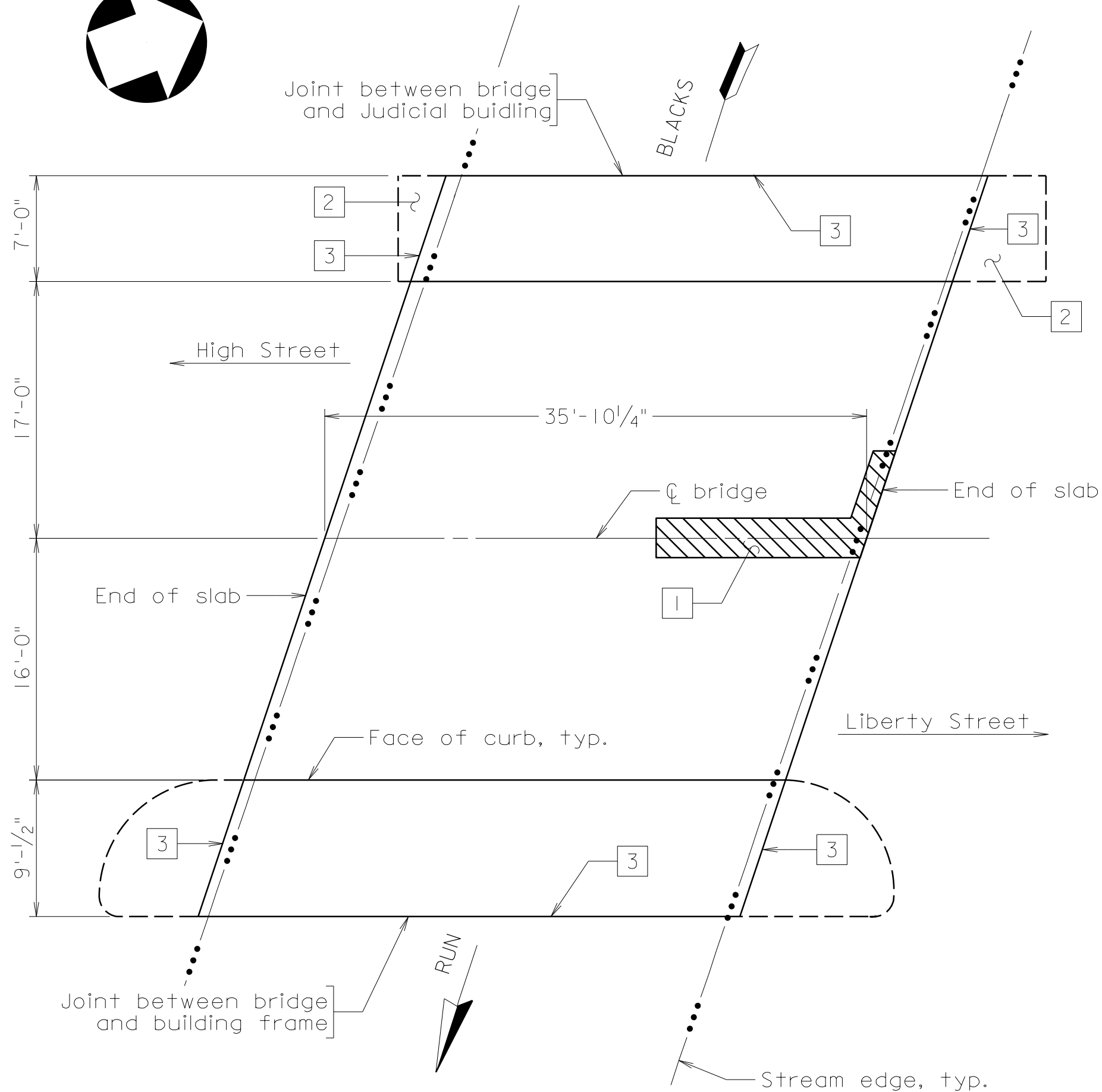
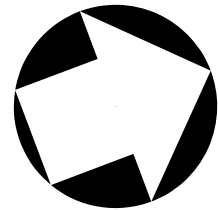
Mattern & Craig
ENGINEERS • SURVEYORS

Vertical Scale:
N/A

Horizontal Scale:
AS NOTED

Commission Number:
4192A

Sheet No.:
B-1



PLAN
SCALE: $\frac{1}{8}'' = 1'-0''$

SEQUENCE OF CONSTRUCTION:

1. Repair Epoxy Overlay

Repair missing patches of epoxy overlay on deck as shown on plans. Care shall be taken to ensure joint remains clean and free from epoxy.

2. Concrete (Class A4) for Sidewalk

Remove existing portion of sidewalks. Form and pour new concrete sidewalk. Cost of removal, disposal of materials, testing, and reinforcing steel shall be included in bid item for Concrete (Class A4) for Sidewalk.


3. Replace Joint Sealant

Remove and replace joint sealant between bridge and all approach sidewalks. Remove and replace joint sealant between bridge and adjacent upstream and downstream structures.



Issue Date:	SEPT. 22, 2021	Drawn By: KES	Designed By: KES	Checked By: CMT	Date: 09/21/21
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Harrisonburg Bridge Repairs
BRIDGE NO. 1804
REPAIR PLAN

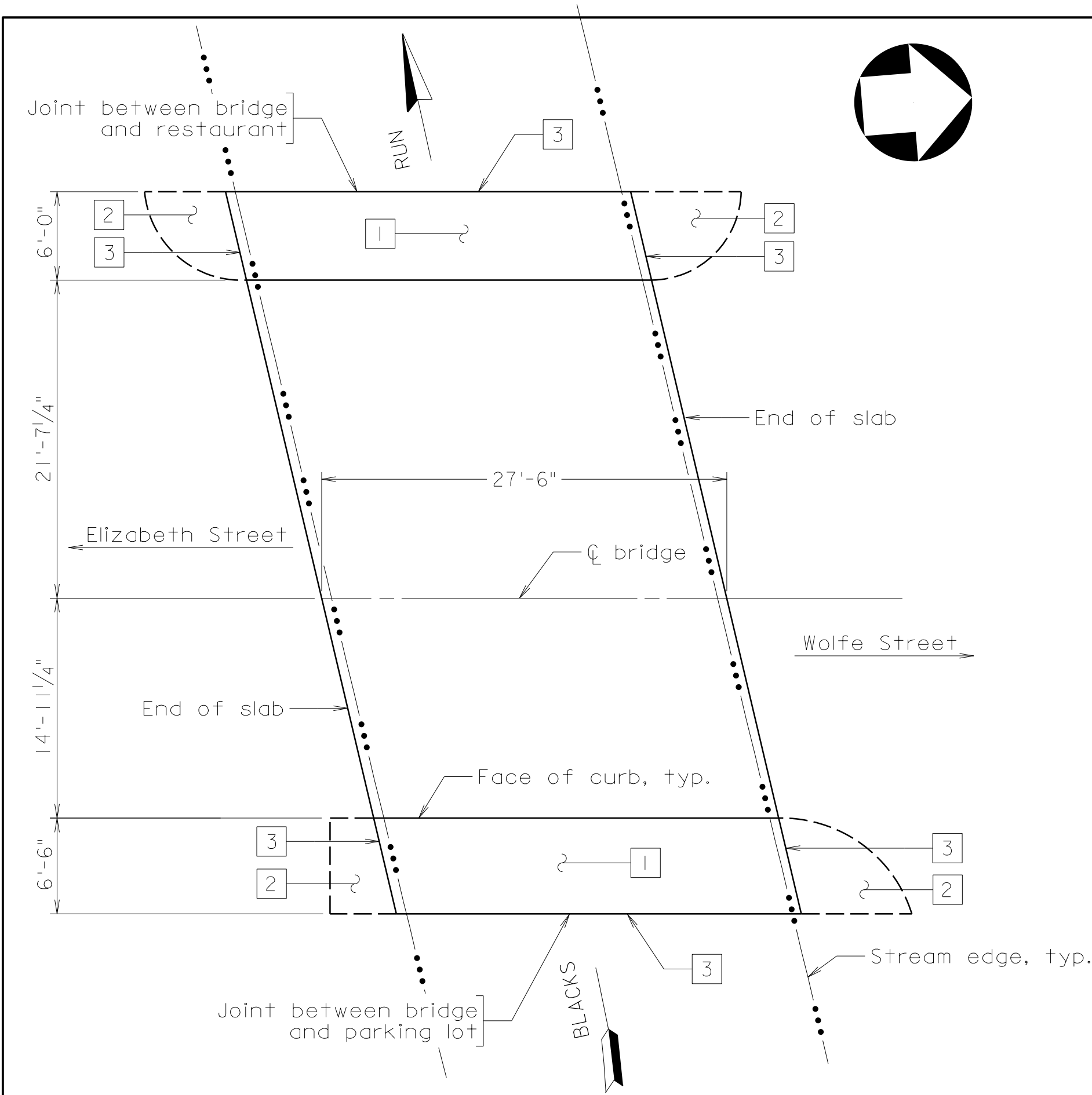
**Mattern & Craig**
ENGINEERS • SURVEYORS

Vertical Scale:
N/A

Horizontal Scale:
AS NOTED

Commission Number:
4192A


Sheet No.:
B-2



PLAN
SCALE: 1/8" = 1'-0"

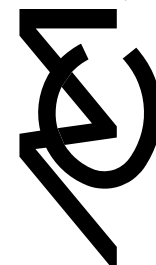
SEQUENCE OF CONSTRUCTION:

1. Epoxy Overlay - Sidewalks and Median
Apply epoxy overlay to both upstream and downstream sidewalk. Care shall be taken to ensure joint remains clean and free from epoxy.
2. Concrete (Class A4) for Sidewalk
Remove existing portion of sidewalks. Form and pour new concrete sidewalk. Cost of removal, disposal of materials, testing, and reinforcing steel shall be included in bid item for Concrete (Class A4) for Sidewalk.
3. Replace Joint Sealant
Remove and replace joint sealant between bridge and all approach sidewalks. Remove and replace joint sealant between bridge and adjacent upstream and downstream structures.



Issue Date:	SEPT. 22, 2021
Drawn By:	KES
Designed By:	KES
Checked By:	CMT
Date:	09/21/21

Harrisonburg Bridge Repairs
BRIDGE NO. 1805
REPAIR PLAN



Mattern & Craig
ENGINEERS • SURVEYORS

Vertical Scale:	N/A
Horizontal Scale:	AS NOTED
Commission Number:	4192A
Sheet No.:	B-3



Sheet No.:

B-4

SEQUENCE OF CONSTRUCTION:

1. Fixed Bearing Work

Weld plate washers in place at all pier bearing locations.

2. Expansion Bearing Work

Elongate bearing slots at Girder 6 at Abutment B.

3. Epoxy Overlay - Sidewalks and Median

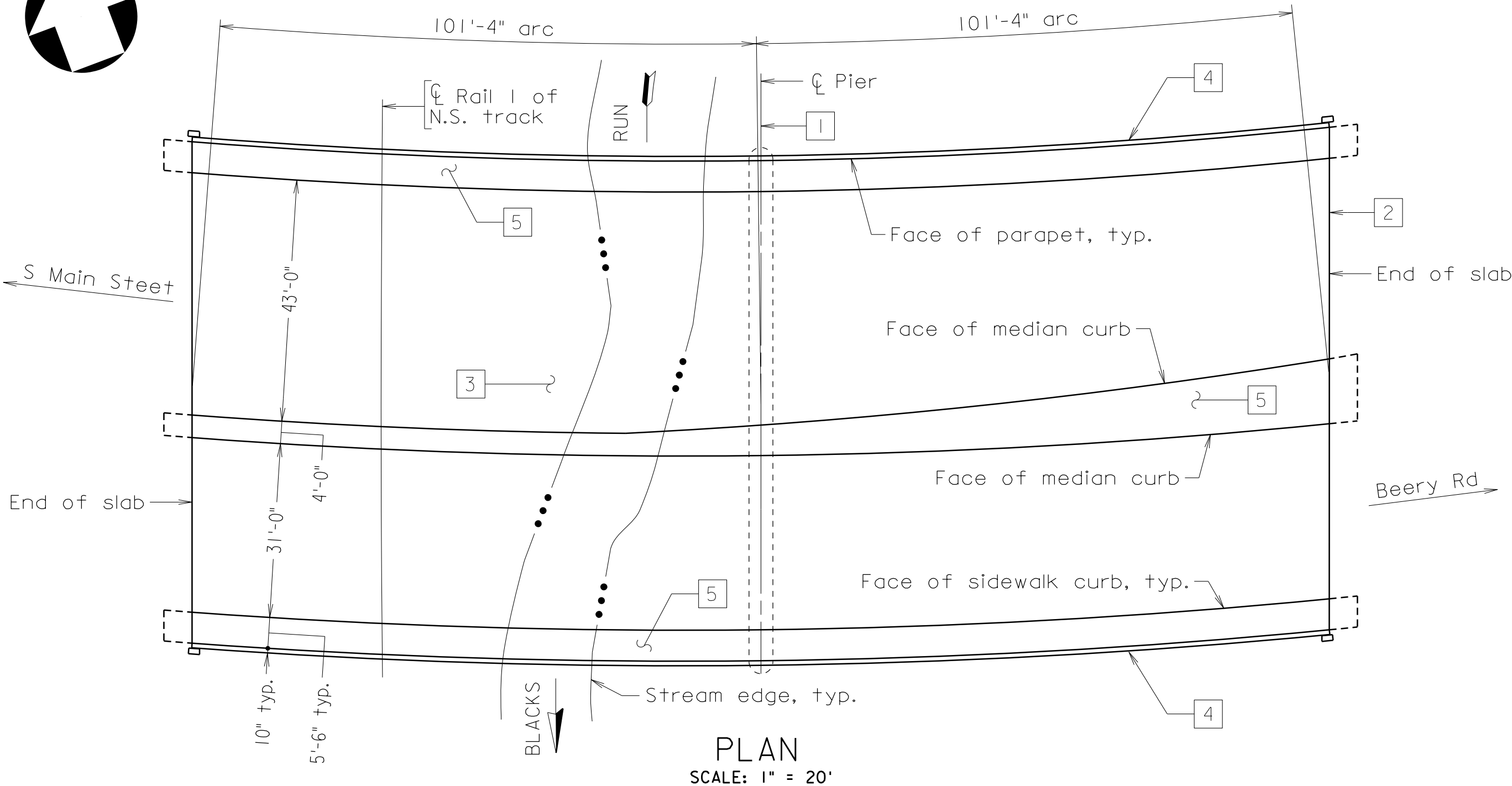
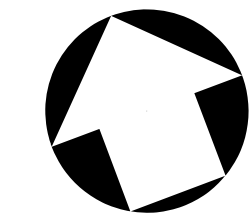
Apply epoxy overlay to both sidewalks and median. Care shall be taken to ensure joint remains clean and free from epoxy.

4. Waterproofing - Parapets

Waterproof the roadway face and top of both upstream and downstream parapets.

5. Seal Cracks in Deck and Sidewalk

Seal cracks in deck as indicated by the Engineer.




PLAN
SCALE: 1" = 20'



Issue Date:	SEPT. 22, 2021
Drawn By:	KES
Designed By:	KES
Checked By:	CMT
Date:	09/21/21

Harrisonburg Bridge Repairs
BRIDGE NO. 8020
REPAIR PLAN

**Mattern & Craig**
ENGINEERS • SURVEYORS

Vertical Scale:
N/A

Horizontal Scale:
AS NOTED

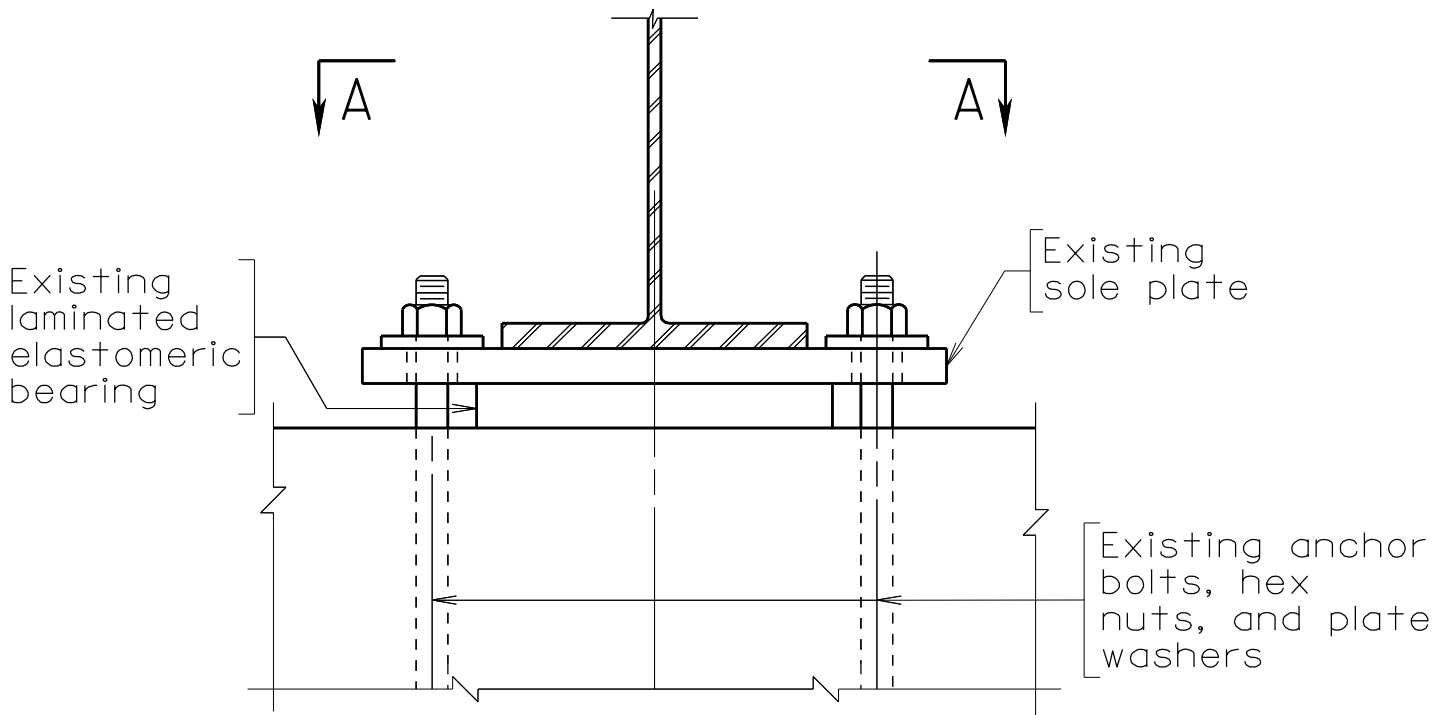
Commission Number:
4192A

Sheet No.:
B-5

NOTES

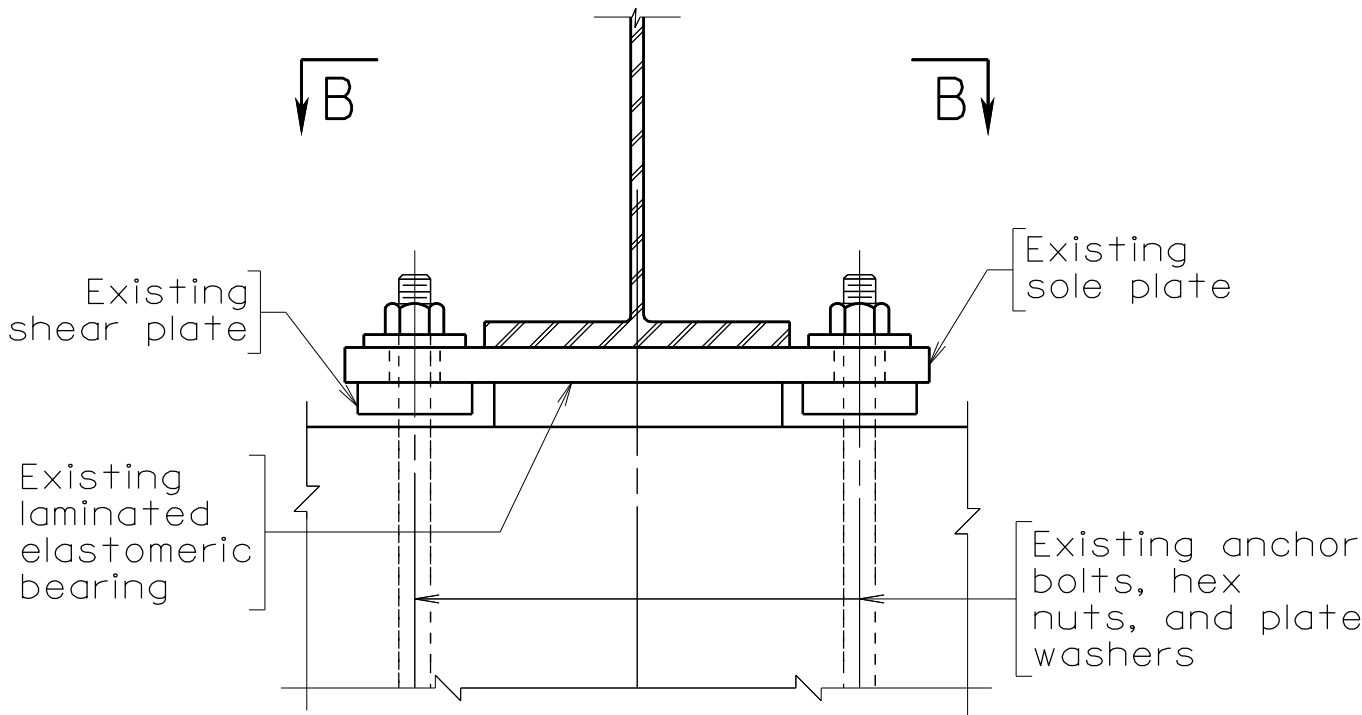
All expansion bearing work shall be done on Abutment B, Girder 6 only. Care shall be taken not to damage existing anchor bolts during construction.

All fixed bearing work shall be done from the East side of pier, avoiding railroad tracks. All fixed bearing plate washers at pier shall be welded.



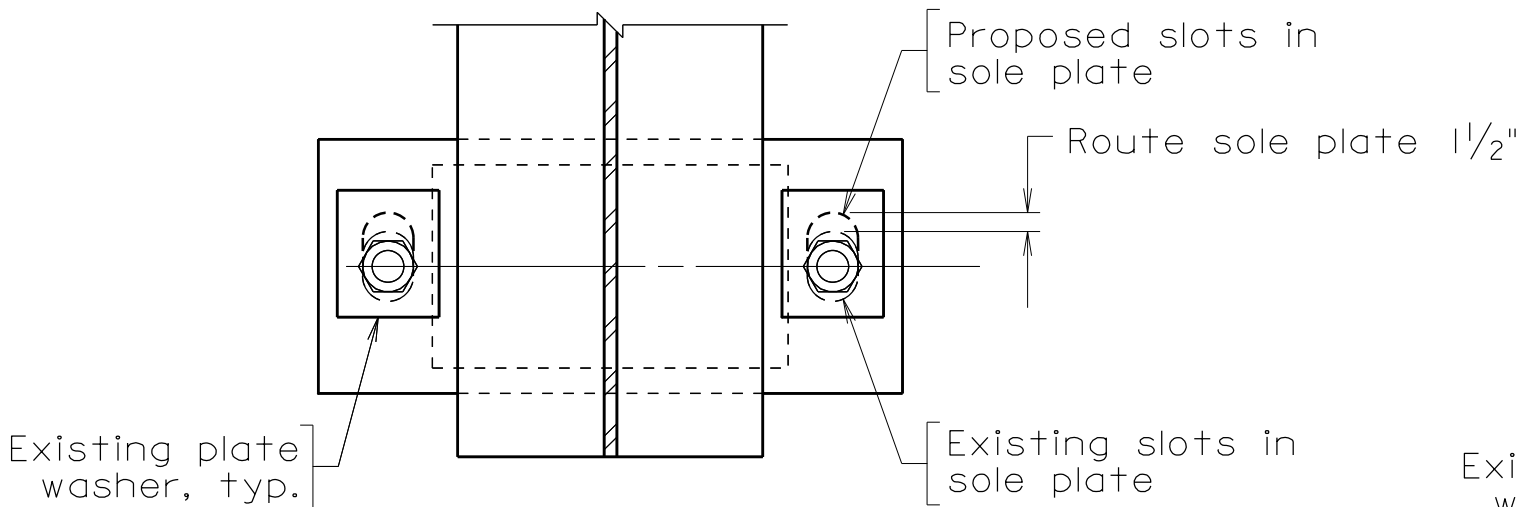
EXPANSION BEARING

Not to scale



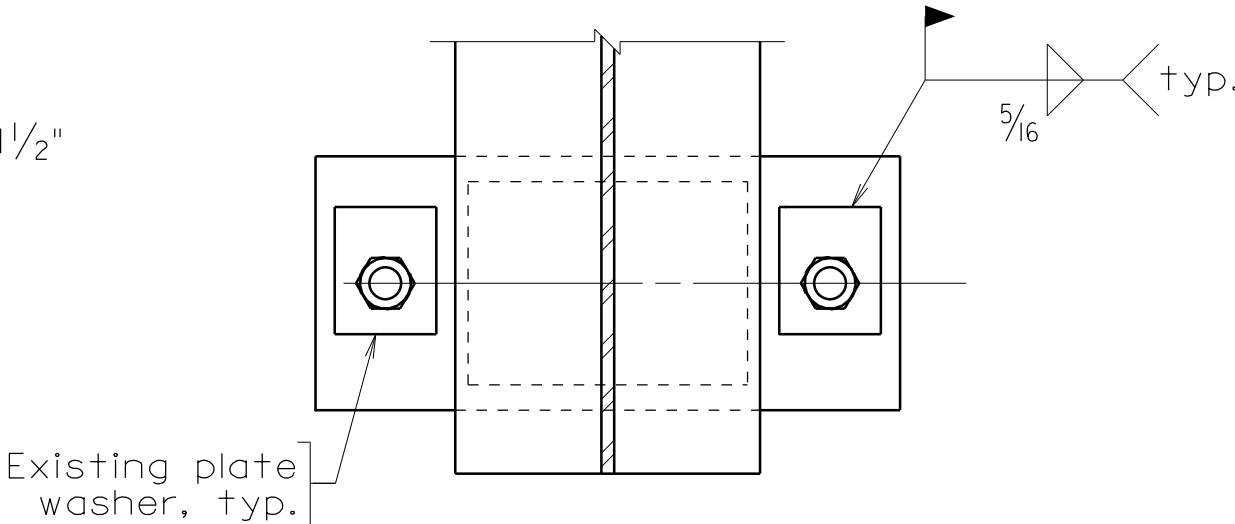
FIXED BEARING

Not to scale



SECTION A-A

Not to scale



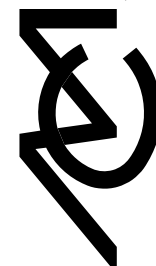
SECTION B-B

Not to scale



Issue Date:	SEPT. 22, 2021
Drawn By:	KES
Designed By:	KES
Checked By:	CMT
Date:	09/21/21

Harrisonburg Bridge Repairs
BRIDGE NO. 8020
BEARING DETAILS

**Mattern & Craig**
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Vertical Scale:
N/A

Horizontal Scale:
AS NOTED

Commission Number:
4192A

Sheet No.:
B-6