CONTRACT DOCUMENTS
and
TECHNICAL SPECIFICATIONS

for

LAFAYETTE BOULEVARD
STREETSCAPE IMPROVEMENTS

June 2016

810 Union Street, Room 700, Norfolk, Virginia 23510
757.664.4602 / www.norfolk.gov/bids.aspx

CITY OF NORFOLK

LAFAYETTE BOULEVARD
STREETSCAPE IMPROVEMENTS

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A Pavement Cores

Posted: June 3, 2016

INVITATION FOR BIDS
CITY OF NORFOLK - DEPARTMENT OF PUBLIC WORKS

PROJECT: **LAFAYETTE BOULEVARD STREETSCAPE IMPROVEMENTS**

Owner:	City of Norfolk Department of Public Works Room 700, 7th floor, City Hall Building 810 Union Street, Norfolk, VA 23510 Contact: Tammy Halstead, P.E., Project Manager Tel: (757) 664-4632 / Fax: (757) 664-4603	A&E: Contact: Tel:	Blakeway Corp. 770 Independence Circle, Suite 100 Virginia Beach, VA 23455 Elmer Tolle (757) 226-0081

****

Sealed bids are to be received in City of Norfolk Public Works Department, Attn: Contracts Office, Room 700, 7th floor, City Hall Building, 810 Union Street, Norfolk, VA 23510 until **3:00 p.m., Thursday, June 23, 2016,** for the above titled Project.

The Work under this project consists of replacing curb, gutter and sidewalk, build new medians and accessible ramps, install storm water hydrodynamic separator, asphalt roadway mill and overlay, concrete sidewalk demo, pavement striping, seeding and tree planting, and relocate banner poles.

Bidding Documents are available from the Department of Public Works, provided on a CD, upon non-refundable payment of **$5.00 per set** in the form of a check made payable to Treasurer, City of Norfolk.

A copy of the Bidding Documents will be on file and open to inspection at The Builders and Contractors Exchange, Inc., Norfolk, VA (757-858-0680) and the City of Norfolk web site www.norfolk.gov/bids.aspx.

A Bid Bond, certified check, or cashier's check made payable to the Treasurer, City of Norfolk, for 5% of total bid must accompany each bid. State Contractor registration class and number is required on the outside of the envelope. State Contractor registration class and number is required on the outside of the envelope.

The City reserves the right to cancel the bid opening or to reject any or all bids in whole or part, when it is in the best interest of the City. The right to waive informalities and to determine responsiveness of any bid and responsibility of all bidders is reserved to the City.

Withdrawal of bids will be in accordance with Section 33.1-42.1 of the Norfolk City Code and Section 11-54 of The Code of Virginia, 1950 (as amended).

David L. Ricks, P.E.
Director

The Virginian Pilot – June 5, 2016
DemandStar – June 5, 2016

INSTRUCTIONS TO BIDDERS

1. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

(a) Bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission.

(b) Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why6 the bidder or offeror is not required to be so authorized.

2. SUBMISSION OF BIDS

(a) Make all bids on "Bid Form" and seal in opaque envelope. The name of project, the contractor's name, address, and Virginia Contractor Registration Class and Number shall be placed on the outside of the envelope.

(b) If a contract is for $120,000.00 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any 12 month period is for $750,000.00 or more, the bidder is required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended), to show evidence of being licensed as a Class A Contractor. If a contract is $7,500.00 or more, but less than $120,000.00, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than $150,000, the bidder is required to show evidence of being licensed as a Class B Contractor. If a contract is $1,000 or more, but less than $7,500, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than $150,000, the bidder is required to show evidence of being licensed as a Class C Contractor. The bidder shall place on the bid above its signature its Virginia Contractor Registration Class and Number. If a contract is less than $1,000.00, licensure is not required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended).

(c) If bids are submitted by mail, enclose the above noted envelope in a second sealed, opaque envelope and address to: **City of Norfolk, Department of Public Works, Attn: Contracts Office, Room 700, 7th floor, City Hall Building, 810 Union St., Norfolk, VA 23510.** Bids submitted by mail must be received at the above address before the time designated for bid opening.

(d) Fully fill in all blanks in ink or typewritten**,** and state numbers in both writing and figures. Signatures shall be in longhand with name and title printed below. Bidders shall acknowledge all addenda in spaces provided on the bid form. For unit price contracts, in the event of a discrepancy between the Total Base Bid and the total of the extension of unit prices, the total extension of unit prices governs in determining the bid amount. For unit price contracts, in the event of a discrepancy between the extension of unit prices and the unit prices, the unit prices governs in determining the bid amount.

(e) Interlineations, alterations, and irregularities of any kind may be cause for rejection of the bid. Erasures or any physical changes on the form shall be initialed by the Bidder.

(f) Bidders may withdraw a bid after it has been submitted to the City any time prior to the stipulated time for opening such bids. Withdrawal of bids will be in accordance with Section 33.1-42.1 of the Norfolk City Code and Section 2.2-4330 of the Code of Virginia, 1950 (as amended).

3. EXAMINATION OF SITE

The bidder shall be responsible for having ascertained all pertinent local and existing conditions determinable by inspection and inquiry both on the site and adjacent thereto, including any other work being performed thereon, and shall include in its bid all cost attendant upon problems arising from said conditions existing at the time of

submission of its bid.

Reference is made to the Contract Documents for information relating to reports, explorations, underground facilities, and easements. On request, the owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. The Bidder must fill all holes, clean up, and restore the site to its former condition upon completion of such explorations, investigations, tests and studies, and hold the Owner harmless from any damage to property or injury to persons resulting from or arising out of such explorations, investigations, tests, and studies.

4. INQUIRIES, INTERPRETATION AND ADDENDA

Should a bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their meaning, it should at once notify the Owner in writing. The Owner will welcome such inquiries and they will be given consideration. Every interpretation made by the Owner will be in the form of a printed addendum which will be on file in the office of the Owner. Addenda will be posted to the Owner's web site, www.norfolk.gov/bids.aspx, it will be the bidder's responsibility to know of, examine and become familiar with all addenda issued. All addenda shall become a part of the Contract Documents. The Owner will not be responsible for any oral instruction.

The submission of a Bid will constitute incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Section, that without exception, the Bid is premised upon the agreement by the Bidder to perform the Work required by the Contract Documents, and applying specific means, methods, techniques, sequence or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that the Bidder has given Written Notice to the Owner of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Contract Documents and the written resolutions thereof by the Owner is acceptable to the Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions of performance and furnishing the Work.

ALL RFI'S SHALL BE SUBMITTED BY 5:00 P.M., FRIDAY, JUNE 17, 2016. THE CITY CANNOT GUARANTEE A RESPONSE FOR ANY RFI RECEIVED AFTER THIS DATE.

5. BID GUARANTEE

Bids shall be accompanied by a bid guarantee of five percent (5%) of the amount of the total bid including all additive alternates, if any, and may be a certified check or cashier's check or a Bid Bond, made payable to**: Treasurer, City of Norfolk.** Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw its bid during the period of sixty (60) days following the opening of bids; that if its bid is accepted, it will enter into a Contract with the Owner in accordance with a form of agreement acceptable to and approved by the Owner and that the required Performance and Payment Bonds will be given; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and given said bonds within ten (10) days after it has received notice of acceptance of its bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular thereof. The bid bonds and checks will be returned to the bidders after the Owner and the lowest, responsive, responsible bidder have executed a contract. If the required contract has not been executed within sixty (60) days after the date of the opening of the bids, then the bond or check of any bidder will be returned upon its request, provided it has not been notified of the acceptance of its bid prior to the date of such request.

6. PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish a performance bond and a labor and material payment bond each in the amount of 100% of the contract price. Said bonds shall be delivered to the Owner (in duplicate) and shall be approved by the Owner prior to the execution of a construction contract between the Contractor and the Owner. Bonds shall be City of Norfolk standard form and shall be in accordance with Section 33.1-76 of the Norfolk City Code. All costs of

bonds shall be paid by the Contractor. A bond rider will be required should change orders increase the amount of the contract by $100,000 or more.

7. NEGOTIATIONS WITH APPARENT LOW BIDDER

The City reserves the right to negotiate with the lowest, responsive, responsible bidder if the bid exceeds available funds. Negotiations may include reduction in bid price, modification and/or reduction in scope of the work, substitution of materials, or any other alterations to the work so that the low bid is reduced to within available funds including a reasonable fund balance for contingency funds to be available during the course of construction.

8. TIME OF COMPLETION

(a) Time is of the essence. All work shall be completed within **One Hundred Twenty (120)** calendar days from the Notice to Proceed. Work shall commence within (10) ten days from date of Notice to Proceed.

(b) Work shall not commence until the Contractor has received a fully executed copy of the Contract which authorizes the Work and has also received a Notice to Proceed issued by the authorized City representative. Work commenced prior to receipt of both a fully executed copy of the Contract and a written Notice to Proceed from an authorized City official shall be deemed unauthorized and such work will progress solely at Contractor's risk.

9. NON-DISCRIMINATION CLAUSE

The Contractor agrees to comply, and to require all suppliers and subcontractors paid in whole or in part from funds made available under this contract to comply with Section 122(a)(1) of the State and Local Fiscal Assistance Act of 1972 (P. L. 92-512), as amended, to wit:

"No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of Title I of the Act.)

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity."

Further, the Contractor agrees to comply with Section 33.l-53 of the Code of the City of Norfolk, Virginia 1979, as amended, regarding prohibited employment discrimination.

10. MINORITY BUSINESS CLAUSE

It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders (offerors) are asked, as part of their submission, to describe any planned use of such businesses in fulfilling this contract.

11. NON-COLLUSION AFFIDAVIT

(a) Every bidder, by submitting a bid, shall be deemed to covenant, with regard to said bid, as follows:

(1) that said bid was arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) that, unless otherwise required by law, the prices which have been quoted in the bid submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

(3) that no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where the bidder shall have failed to comply with a(1), a(2), or a(3) above.

(b) Every bidder, in addition to making the above covenants (a)(1), (a)(2) and (a)(3) will be required to provide the City of Norfolk, with the bid submitted, the affidavit contained herein.

(c) Every bidder will be required to disclose, with the submitted bid, the following information:

(1) the correct mailing address of the bidder.

(2) if a corporation, the name and current mailing address of the President, the Secretary and the Treasurer of the corporation.

(3) if a partnership, proprietorship or other firm, the name and current mailing address of each partner, proprietor or member of said firm.

(4) whether or not the bidder is associated with; owns, in whole or in part; or is owned, in whole or in part, or is a subsidiary of, any other bidder.

(d) The fact that a bidder (1) has published price lists, rates or tariffs covering items included in the submitted bid; (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (3) has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of Subparagraph 9(a).

(e) Any bid submitted by a corporate bidder shall be deemed to have been authorized by the Board of Directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the execution of the affidavit required in (b) above as the acts and deeds of the corporation.

12. SUBSTANCE ABUSE AND DRUG-FREE WORK PLACE

The Contractor agrees to comply with Section 33.1-58 of the Code of the City of Norfolk, Virginia, 1996, as amended, regarding substance Abuse and Drug-Free Work Place Policy.

End of Page

Bids to be opened:	**3:00 p.m., Thursday June 23, 2016**
Work to be Completed in:	**120 calendar days**
Liquidated Damages:	**$600.00 per day**
Performance Bond:	**100%**
Payment Bond:	**100%**
Bid Bond:	**5%**

BID FORM

To: City of Norfolk
Department of Public Works
810 Union Street, Room 700
Norfolk, Virginia 23510

A. **UNIT PRICE BID**

In compliance with the Invitation for Bids and Instructions to Bidders, the General Conditions of the Contract, the contract drawings and specifications titled **LAFAYETTE BOULEVARD STREETSCAPE IMPROVEMENTS** and all addenda issued to date, all of which are part of this bid, the undersigned hereby proposes to furnish all items, including materials, labor, and equipment called for by, and in strict accordance with Contract Documents and the list of unit prices hereto attached and referred to as Attachment A, for the sum of:

$_____

(Use words)

_____Dollars ($_____)

B. **ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No._____Dated:_____

Addendum No._____Dated:_____

We agree to enter into a contract with the City of Norfolk, Virginia within ten (10) days of the award of same to us for the price named in our bid.

It is expressly agreed by us that the City of Norfolk, Virginia shall have the right to reject any and all bids and to waive any informalities.

In default of the performance on our part of the conditions of bid, our failure to enter into a contract with the City of Norfolk, Virginia, within the time above set, we herewith furnish a certified check, cashier's check (or Bid Bond) in the amount of $_____, which shall be forfeited as liquidated damages to the City of Norfolk, Virginia, but otherwise the said check or Bid Bond shall be returned.

We agree to begin work at any time after receipt of the Notice to Proceed from the Director of Public Works and substantially complete all of the Work within **One Hundred Twenty (120) consecutive calendar days** from the Notice to Proceed.

C. Norfolk Businesses: It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in Norfolk and which employ Norfolk residents to compete for City contracts. Bidders are asked, as part of their submission, to advise of their Norfolk location and detail their employment of Norfolk residents.

D. Equal Opportunity Business Development: It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders (offerors) are asked, as part of their submission, to describe any planned use of such businesses.

1. Is your firm a minority owned business? Yes ___ No ___ If yes, please check the appropriate category: ___ African American (male), ___ African American (female), ___ Caucasian (female), ___ Hispanic (male), ___ Hispanic (female), ___ Asian American (male), ___ Asian American (female), ___ American Indian (male), ___ American Indian (female), ___ Eskimo (male), ___ Eskimo (female), ___ Aleut (male), ___ Aleut (female), ___ Other (male), ___ Other (female).

2. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans. All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

a. Proposed Name of your Subcontractor(s):

b. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies):

___ African American (male)	___ African American (female)
___ Hispanic (male)	___ Hispanic (female)
___ Asian American (male)	___ Asian American (female)
___ American Indian (male)	___ American Indian (female
___ Eskimo (male)	___ Eskimo (female)
___ Aleut (male)	___ Aleut (female)
___ Other (male)	___ Caucasian (female)
	___ Other (female)

c. Proposed Amount of Subcontracts:

d. Proposed Description of commodity (i.e. masonry, hauling, insulation, etc.):

e. Proposed Description of Project:

f. Proposed Total value of awards to all subcontractors:

g. Proposed Total Number of minority subcontracts awarded:

h. If you do not propose the use of any subcontractors, please check here ____.

E. The undersigned has read all sections under "Instructions to Bidders."

F. **CONTRACTOR'S REGISTRATION AND SIGNATURE**

Registered Virginia Contractor Class and No._____

City of Norfolk Business License No. _____

Contractor_____ Signed_____ (SEAL)

Date_____ Title_____

NOTE: If Bidder is a corporation, write state of incorporation under signature and if a partnership, give full names of all partners.

End of Page

AFFIDAVIT

City of Norfolk, Virginia project: **Lafayette Boulevard Streetscape Improvements**

Bid Date:_____

STATE OF VIRGINIA
(City/County)

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid, _____, who having been first duly sworn
(name of owner, partner, president)
according to law, did depose and aver as follows:

(a) That he is_____
(owner, partner, president, etc.)

of_____
(insert name of contractor)

(b) That he is personally familiar with the bid of _____
(insert name of contractor)
submitted in connection with the above captioned City of Norfolk project.

(c) That said bid was formulated and submitted in good faith as the true bid of said bidder.

(d) That said bid in no manner violates the Sherman Antitrust Act (15 U.S.C. '1 *et seq*.), The Virginia Antitrust Act (n59.1-9.1 through n59.1-9.17 Code of Virginia, (1950), as amended) or the Conspiracy to Rig Bids to Government Act (nn59.1-68.8, Code of Virginia (1950), as amended.

And further this deponent saith not.

_____
Affiant

Subscribed and sworn to before me this_____day of_____, 20___.

My commission expires:_____, 20___

_____
Notary Public

MAILING ADDRESS, FAX, TELEPHONE NUMBER and EMAIL OF BIDDER:

_____

_____

_____

IF CORPORATION, PROVIDE NAME AND MAILING ADDRESS AS REQUIRED BELOW

PRESIDENT	SECRETARY	TREASURER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IF PARTNERSHIP, PROPRIETORSHIP, OR OTHER FIRM, PROVIDE NAME AND MAILING ADDRESS OF EACH PARTNER, PROPRIETOR, OR MEMBER OF FIRM.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

End of Page

COMPLIANCE WITH STATE LAW

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

I. **CERTIFICATION**

A. The Bidder/Vendor (Please fill in with your enterprise's complete name)

_____

certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission: _____

B. Bidder/Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

_____

_____

_____

Bidder/Vendor:_____

Signed: _____

Title: _____

Date: _____

II. **INSTRUCTIONS**

a. The Bidder/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Vendor's responsibility. Failure of the Bidder/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Vendor non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

End of Page

SCHEDULE OF UNIT PRICES

LAFAYETTE BOULEVARD STREETSCAPE IMPROVEMENTS

OWNER: CITY of NORFOLK, VIRGINIA

The unit prices have been computed in accordance with Subparagraph 7.3.3.2 of the General Conditions of the Contract for Construction (as amended). Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. The prices quoted shall include, without exception, all materials, labor, equipment, appliances, clean-up, applicable sales, use and other taxes, building permits or fees, and the Contractor's labor, overhead, profit, mobilization and other mark-ups, and in full accordance with the Specifications. Include allowance for waste where appropriate. The unit prices shall be maintained throughout the contract period. Unit prices shall be used in determining additions or deductions from the TOTAL CONTRACT AWARD amount in the event of changes in the work.

Item #	Description	Unit	Qty	Price	Extension
1	Mobilization / Demobilization	LS	1		
2	Construction Surveying	LS	1		
3	Traffic Control	LS	1		
4	Erosion & Sediment Control	LS	1		
5	Demolition-Concrete Sidewalk/Entrance	SY	2,393		
6	Demolition-Curb	LF	2,070		
7	Demolition-Curb and Gutter	LF	360		
8	Demolition-2” Pavement Milling	SY	15,928		
9	Demolition-Asphalt Pavement	SY	4,247		
10	Rim Adjustment	EA	4		
11	Manhole Conversion	LS	1		
12	Pavement Markings – 4” Solid Line	LF	10,686		
13	Pavement Markings – 6” Solid Line	LF	4,090		
14	Pavement Markings – 6” Mini Skip Line	LF	2,031		
15	Pavement Markings – 12” Solid Line	LF	1,863		
16	Pavement Markings – Directional Legend	LF	63		
17	Pavement Markings – Bike Legend	EA	45		
18	Pavement Markings – Sharrows “Double Chevron”	EA	55		
19	Pavement Markings – “ONLY” Legend	EA	2		
20	Pavement markings – “Loading Zone” Legend	EA	1		
21	Landscaping – Swamp Chestnut Oak Tree	EA	17		
22	Landscaping – Muskogee Crape Myrtle Tree	EA	59		
23	Relocation of Traffic Sign	EA	7		
24	Relocation of Banner Pole	EA	3		
25	Traffic Sign	EA	7		

Attachment A-1

Item #	Description	Unit	Qty	Price	Extension
26	VDOT CG-2 Curb	LF	1,690		
27	Mod. VDOT CG-6 Curb and 1.5’ Gutter	LF	2,500		
28	Norfolk Std. HS-206 Concrete Sidewalk	SY	1,415		
29	VDOT CG-12 Ramp	EA	34		
30	Hydrodynamic Separator	LS	1		
31	Pedestrian Crossing Grate	LS	1		
32	HS-207 Concrete Driveway	SY	260		
33	2” SM-9.5A Asphalt Pavement (Surface)	TON	2,239		
34	4” BM-25 Asphalt Pavement (Base)	TON	943		
35	8” 21-B Aggregate	SY	4,247		
36	Topsoil (4” Min.)	SY	2,475		
37	Fine Grading, Seeding, Lime and Fertilizer	SY	2,475		
38	Unsuitable Material (Export)	CY	50		
39	Select Fill (Import)	CY	50		
40	Neighborhood Sign Allowance	LS	1	**$ 7,000.00**	**$ 7,000.00**
41	VSMP Permit Fee	LS	1	**$ 2,700.00**	**$ 2,700.00**
	TOTAL BID				**$**

Attachment A-2

THE CITY OF NORFOLK, VIRGINIA

OFFICE OF THE CITY MANAGER

CONTRACT

THIS AGREEMENT, made as of the **____** day of **_____** in the year **2016**, is between the **City of Norfolk, Virginia**, acting by and through the City Manager, hereinafter styled the **City**, and

party of the second part, hereinafter styled the **Contractor**.

WITNESSETH, That whereas the City has awarded to the Contractor, in accordance with his bid of **June 23, 2016** a contract for **LAFAYETTE BOULEVARD STREETSCAPE IMPROVEMENTS** as described in specifications and drawings prepared therefor by **Blakeway Corporation, 770 Independence Circle, Suite 100, Virginia Beach, Virginia 23455** hereinafter styled the Engineer, or by the City of Norfolk, and on file in the office of the Director of Public Works of the City of Norfolk, Virginia.

ARTICLE 1 - THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 - DATE OF COMMENCEMENT AND COMPLETION TIMES

The Contractor further agrees to begin Work at such a date as the Director, Department of Public Works, Norfolk, Virginia, shall notify it to begin via a Notice to Proceed letter, and that it will achieve Substantial Completion of the entire Work in accordance with Paragraph 9.8 of the General Conditions not later than **One Hundred Twenty (120) consecutive calendar days for Base Bid** from the date of commencement as well as achieve Final Completion in accordance with Paragraph 9.10 of the General Conditions not later than **One Hundred Fifty (150) consecutive calendar days** from the date of Notice to Proceed.

ARTICLE 3 - LIQUIDATED DAMAGES

The Contractor and the City recognize that time is of the essence of this Agreement. In view of the difficulty of ascertaining the loss which the City will suffer by reason of delay in the performance of the Work, the Contractor and the City hereby agree upon as the liquidated damages set below that the City will suffer by reason of delay and/or default, and not as a penalty. Further, the City shall deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due to the Contractor under this Agreement.

Accordingly, should the Contractor fail to achieve Substantial Completion the aforesaid Work in accordance with the contract documents to the satisfaction and approval of the Engineer within the time stipulated in Article 2 above, the Contractor shall pay to the City of Norfolk, Virginia, **Six Hundred**

Dollars ($600.00) for every calendar day beyond the time set for substantial completion.

After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by the City, the Contractor shall pay the City **One Thousand Dollars ($1,000.00**) for every calendar day beyond the time set for final completion until the Work is completed and ready for final payment.

ARTICLE 4 - CONTRACT PRICE

The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below subject to additions and deductions as provided in the Contract Documents:

For all Unit Price Work, an amount equal to the sum of the established unit prices hereto attached and referred to as Attachment A, for:

_____ Dollars and _____ Cents ($_____)

As provided in Subparagraph 7.3.3.2 of AIA A201-2007, General Conditions of the Contract for Construction (as modified), estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer's recommendation to the City.

ARTICLE 5 - PAYMENTS

Based upon applications for payment submitted to the Engineer by the Contractor and certificates for payment issued by the Engineer, the City shall make monthly progress payments on account of the contract sum to the Contractor as provided in the conditions of the contract as follows:

The City will pay the Contractor, on or about the thirtieth calendar day after receipt of a Request for Payment, ninety-five percent (95%) of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case; provided, however, that the owner, at any time after fifty percent (50%) of the Work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining partial payments in full; and upon final completion, a sum sufficient to increase the total payment to one-hundred percent (100%) of the contract sum, less such retainage as the Engineer shall determine for all incomplete Work and unsettled claims. But such full payment or payments shall in no manner be construed as reducing the amount of the bond, or the liability of the surety thereon, until final completion and acceptance of all items of Work herein set forth.

The action of the Engineer by which the Contractor is to be bound according to the terms of this contract shall be that evidenced by his final estimate and certificate, all prior estimates upon which ninety-five percent (95%) or more may be made, being merely payment on account, and not payments for accepted Work, and subject to the correction of such final estimate, which may be made with notice to the Contractor.

ARTICLE 6 - CONTRACTOR'S REPRESENTATION

To induce the City to enter into this Contract, the Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been provided with the Contract Documents, and (2) reports and drawings of a hazardous environmental condition, if any, at the site, which have been provided with the Contract Documents.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work.

F. Contractor is aware of the general nature of Work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor hereby certifies that it has familiarized itself with Sections 33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," including the additional statutes set forth in Section 33.1-86 thereof, and further that all amounts received by the Contractor pursuant to this Agreement are proper and in accordance therewith.

J. Contractor hereby certifies that at all times during which any term of this Agreement is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

K. Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents consist of the following:

a. Invitation for Bids
b. Instructions to Bidders
c. Bid Form/Affidavit
d. Bid Bond
e. Contract
f. Performance Bond
g. Payment Bond
h. AIA A201-2007, "General Conditions of the Contract for Construction" (as modified)
i. Certificate of Insurance
j. Notice of Award
k. Notice to Proceed
l. Change Orders (if any)
m. Other Documents as may be required by law or appended hereto
n. Plans and Drawings prepared by: **Blakeway Corporation, 770 Independence Circle, Suite 100, Virginia Beach, Virginia 23455**
o. Specifications prepared or issued by: **Blakeway Corporation, 770 Independence Circle, Suite 100, Virginia Beach, Virginia 23455**
p. Addendum (as listed in Bid Form)

Witness the following signatures and seals:

(Contractor)

Witness: _____

By: _____
Written Signature

_____
Printed Signature

Seal
If
Incorporated

_____
Title *Date*

Virginia State Contractor's License No. _____

City of Norfolk Business License No. _____

Contents Approved:

_____
Director of Public Works

Approved as to form and correctness:

_____
Deputy City Attorney

CITY OF NORFOLK, VIRGINIA

Attest: _____ By_____

City Clerk City Manager

Certification of Funds

I hereby certify that the money required for this contract (agreement, obligation or expenditure) is in the City Treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose.

Account: Amount:

Contract No.: Vendor Code:

_____

Director of Finance Date

End of Page

PERFORMANCE BOND

Bond No. _____
Amount: **$_____**

KNOW ALL PERSONS BY THESE PRESENTS, that _____ of _____ hereinafter called the Contractor and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto the City of Norfolk as Owner, in the sum of **_____ Dollars and ____ Cents ($_____)**, lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Contract, hereto attached, with the Owner dated _____, 2016 for

LAFAYETTE BOULEVARD STREETSCAPE IMPROVEMENTS

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions including the correction of any defective work and the provision of safety measures required as the result of such default; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall

not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this _____ day of _____, **2016**, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

(_____)

By:_____(Seal)

Printed Name:_____

Title: _____

_____
Attest

SURETY

_____

By:_____(Seal)

_____
Attest

APPROVED AS TO FORM: _____, 2016

City of Norfolk, OWNER

By: _____
Deputy City Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

End of Page

PAYMENT BOND

Bond No._____
Amount: **$_____**

KNOW ALL PERSONS BY THESE PRESENTS, that **_____,** hereinafter called the Contractor and _____, a corporation duly organized and existing under and by virtue of the laws of the State _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto the City of Norfolk as Owner, in the sum of **_____ Dollars and ____ Cents ($_____),** lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, 2016 for

LAFAYETTE BOULEVARD STREETSCAPE IMPROVEMENTS

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in connection with the construction of the Work, and all insurance premiums on the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, **2016**, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

(_____)

By:_____(Seal)

Printed Name:_____

_____
Attest

Title: _____

SURETY

_____

By: _____(Seal)

_____
Attest

APPROVED AS TO FORM: _____, 2016

City of Norfolk, OWNER

By: _____
Deputy City Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

End of Page

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Lafayette Boulevard Streetscape Improvements

THE CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia, hereinafter called the "City" or the OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE ARCHITECT:
(Name, legal status and address)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them ~~as being necessary to produce the indicated results.~~ or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for at no additional cost to the Owner.

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§ 1.2.1.1 Should any conflict be found in the Contract Documents, the Architect/Engineer shall interpret or construe the Contract Documents so as to secure the most substantial and complete performance of the Work. In other words, the better quality or great quantity of work shall be provided in accordance with the Architect/Engineer's interpretation. The Architect/Engineer's decision in this matter shall be final.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Wherever in the Contract Documents the words "as approved", "as directed", "as required", "acceptable", "satisfactory" and words of like import are used with references to the Work or its performance, and without further qualification, it shall mean as approved, as directed, as required by the Architect/Engineer and acceptable, satisfactory, etc. to the Architect/Engineer.

§ 1.2.5 The general character of the detailed work is shown on the Drawings, but minor modifications may be made on the shop drawings or mock-ups. Any details shall be worked out in relation to their location and their connection to other parts of the Work. Where on any drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out also apply to all other like portions of the Work. Where details or conditions are indicated but started only, such details or conditions shall be continued throughout the courses or parts in which they occur and shall also apply to all other similar parts in the Work unless otherwise indicated or specifically noted.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

Wherever the term "Architect" appears in this Agreement, it shall mean either Architect or Engineer.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the drawings, specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors and owners of ~~their respective Instruments of Service, including the Drawings and Specifications,~~ them, and will retain all common law, statutory and other reserved rights, ~~including copyrights. The Contractor,~~ in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The drawings, specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. As such, the City is hereby declared sole-owner of these documents in regards to this Project and will abide by the limitations described in Subparagraph 1.5.1. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers ~~shall not own or claim a copyright in the Instruments of Service.~~ are authorized to use and reproduce applicable portions of the drawings, specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by

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the Architect and the Architect's consultants.. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

~~§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.~~

§ 1.5.2. Intentionally Omitted.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.1. Intentionally Omitted.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise specified, the following applies:

a. Water line taps, construction of pits for water taps and meter, and restoration of the area to its original condition shall be performed by the Contractor at its expense. Only new water meters shall be installed by City forces at the expense of project sponsor (i.e. the City or private developer). All the aforementioned shall be coordinated by the Contractor.

b. Sanitary taps and cleanouts shall be done by the Contractor or its Subcontractor at the Contractor's expense. HRSD tap fees will be paid by the Owner.

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c. For gas and electrical work and associated meter installations, the Contractor shall be responsible for complete coordination of work with utilities, including provision of all necessary labor, equipment, and materials as required in the Contract Documents as well as payment of all resulting costs to aforesaid Work.

d. For telephone and cables, the Contractor shall be responsible for coordination of telephone trunk lines and cable installation with telephone/television company to the "point of penetration" to the facility, including provision of all necessary labor, equipment, and materials as required in the Contract Documents as well as payment of resulting costs to all aforesaid work.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the ~~Owner~~ Owner, subject to Subparagraph 3.74, but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.3.1 The Contractor shall be responsible for protecting pins, stakes, marks, hubs, and control points. Replacement of damaged or destroyed pins, stakes, marks, hubs or control points shall be conducted under the supervision of a surveyor licensed in the Commonwealth of Virginia, if required by the City, and at the Contractor's expense. The Contractor shall coordinate with the Survey Division of the Department of Public Works (664-4645) prior to resetting of points and shall provide certified documentation to include the reference/recovery sheet with swing ties for new benchmarks.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one ~~copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~(1) CD containing the drawings, specifications, and addendums, in PDF format, free of charge..

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or ~~failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.~~ failure.. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ **3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

§ **3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ **3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ **3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Any failure by the Contractor to acquaint himself with such information shall not relieve him from the responsibility for successfully performing the Work.

.1 Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be used at all times.

.2 The Contractor shall verify all dimensions by measurement at the jobsite, and shall take any and all other measurements necessary to verify the drawings and to properly layout the Work.

.3 The study of the Contract Documents by the Contractor shall be made sufficiently in advance of the actual layout of the work so as to allow the Contract Documents to be interpreted or modified by the Architect.

§ **3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ **3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect ~~issues~~ in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. ~~If the Contractor performs those obligations, the Contractor~~ The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, or for differences between field measurements or conditions and the Contract ~~Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect..

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ **3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means,

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methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

a. **Substituted Materials.** Request for approval of any substituted material and equipment for those specified or shown on the drawings shall be made in writing to the Engineer within 30 days after award of the Contract. If this request is not submitted, the Engineer reserves the right to have the Contractor furnish the material and equipment definitely specified or shown on the plans. The Contractor shall show, in writing, the monetary savings, improvement in quality, time savings, and other factors to be gained from the proposed substitute. Approval of substitute materials and equipment will be at the sole discretion of the Engineer.

b. **Or Equal.** It is not the intent of these specifications to exclude or omit products or any responsible manufacturer, if said products are equal in every respect to those mentioned herein. Whenever an article, or any class of materials is specified by trade name or byname of any particular patentee, manufacturer or dealer, it shall be taken as intending to mean equal thereto in quality, finish, size, durability and equally as serviceable for the purpose for which it is or they intended. Request for approval of any "equal" material or product for those specified or shown on the drawings shall be made in writing to the Engineer within 30 days after award of the Contract. If this request is not submitted, the Engineer reserves the right to have the Contractor furnish the material and products definitely specified and shown on the plans. The Contractor shall show, in writing, that the material or product being proposed is equal in every respect to that specified and shall provide all necessary supporting documentation requested by the Engineer. The quality shall be determined by the Engineer, and he alone shall be sole judge as to what materials or services will be accepted as equal. No substitution of materials, methods or services specified shall be made without written approval from the Engineer.

c. **Materials and Equipment Manufacturer's Recommendation.** All materials, equipment or other items specified by trade or manufacturer's name shall be handled, installed, erected or connected in strict conformity with the manufacturer's recommendations and/or specifications. By making requests for substitutions, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

3. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs and time extensions related to the substitution which may subsequently become apparent; and

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4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be advised that there is NO permit fee for new construction, additions, etc. for CITY-OWNED BUILDINGS. Before final payment is made on the Project, Contractor shall demonstrate that the necessary inspections, certificates of occupancy, clearance, and/or acceptance from the City, State, Federal, and/or private entities/organizations such as from the City's Building Official, Corps of Engineers, Department of Environmental Quality, etc. have been obtained.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are ~~disturbed and in no event later than 21 days after first observance of the conditions.~~ disturbed, Contractor shall not disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so "except in an emergency as required by Paragraph 10.4.. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. With respect to unforeseen Work that is paid on a Unit Price Basis, any adjustment in quantity and Contract price will be determined by the Architect/Engineer subject to the provisions of Subparagraph 15.1.5.3. Architect/Engineer will review with the Contractor the Architect/Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or

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otherwise). If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.4.1 Possible Price and Times Adjustments. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Terms if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect to Contract price and Contract times by the submission of a Bid or becoming bound under a negotiated contract; or

b. The existence of such condition could reasonably have been discovered or revealed as a result of examination, investigation, exploration, test, or study of the Site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give written notice within the time and as required by Subparagraph 3.7.4.

§ 3.7.4.2 Subsurface and Physical Conditions. The Contract Documents identify:

a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Architect/Engineer has used in preparing the Contract Documents.

b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that the Architect/Engineer has used in preparing the Contract Documents.

§ 3.7.4.3 Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data", if any, shall be identified in Supplementary General Conditions. Contractor may not rely upon or make any claim against Owner, Architect/Engineer, or any of the Architect/Engineer's consultants with respect to:

a. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or

b. Any Contractor interpretation of or conclusion drawing from any "technical data" or any such data, interpretations, opinions, or information.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. The Contractor shall attach with monthly invoices the original copy of sales invoices/receipts for materials or equipment that are covered under allowances.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~in sufficient time to avoid delay in the Work..

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

1. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent ceases to be in the Contractor's employ.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, and prior to mobilization or proceeding with any work on site, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 A qualified General Superintendent shall be present on the project site whenever work is being performed, unless otherwise authorized in writing by the Owner. The Contractor shall notify the Owner whenever the superintendent will be absent for four hours or more. This notification shall include the name of the designated substitute. Any substitute shall be familiar with the project and have the same authority of the primary superintendent. Verbal notification is acceptable for periods less than one full workday.

1. The qualified General Superintendent shall remain on site each day throughout all work days whenever contract work is performed through the punch list period **and until all punch list items are complete**. Lack of supervision shall constitute a reduction in the Contract Amount of General Conditions, Supervision, or other category which solely represents at the General Contractor's work responsibility, in the amount of $250.00 per day, or any portion of a day, based on the amount indicated.

§ 3.9.5 The superintendent shall serve as a day to day point of contact on the Project for the Owner and shall, as a minimum, have the authority to:

a. Act on behalf of the Contractor;

b. Direct the work of Subcontractors;

c. Respond to directed changes in the schedule;

d. Provide detailed updates to and respond to inquiries from the Owner on the progress of the work;

e. Act upon verbal and written notification of non-conforming work;

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f. Respond to any complaints regarding the conduct or actions of any employee of the Contractor or any Subcontractor.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. At the Pre-Construction Conference, the Contractor shall submit to the Engineer for its timely review a preliminary construction schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

1. The progress schedule shall be in the form of a bar graph and shall identify each major or critical activity. The progress schedule shall be updated monthly. Five (5) copies of the updated progress schedule shall be submitted with each Application for Payment.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

1. Reproduction of the Contract Drawings, or any portion thereof, shall not be acceptable.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal

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schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

The Contractor, within **15 days from the Notice to Proceed,** shall submit to the Engineer for approval, a complete schedule of submittals for shop drawings and technical and/or engineering data sheets covering all items and equipment for this Contract as listed in each respective division. Submit for approval **six (6) copies of certified Shop Drawings and technical data sheets** plus sufficient copies for Contractor's use. Approval of the above submissions shall not relieve the Contractor from complying with the drawings and specifications, nor shall such approval be construed as a guarantee of the accuracy of dimensions or other covered items. The Engineer shall endeavor to process all drawings, data sheets, etc., within 21 calendar days of receipt unless impractical. Except for construction schedule and schedule of values that need to be turned over directly to the City for review/approval, the Contractor shall forward all other submittals for review/approval to only one clearing house. The City will notify the Contractor during the Pre-Construction Conference where to send these submittals.

1. Unless otherwise directed or specified, samples shall be submitted in duplicate. Samples shall be properly labeled, bearing the name and quality of material, name of the manufacturer, name of Project, name of the Contractor and the date of submission.

§ **3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, ~~or will do so~~ and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. All copies of Shop Drawings submitted for approval shall bear the following statement: "Checked and certified correct for conformance with Contract Documents." This statement shall be dated and signed by the Contractor and shall appear on each submittal. One copy of each approved submittal shall be kept at job site at all times.

§ **3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

1. The Contractor shall furnish to the field as many prints of the approved Shop Drawings as may be required.

§ **3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ **3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ **3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear

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such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 UNDERGROUND UTILITY DAMAGE PREVENTION ACT

The Contractor shall be required and agrees to comply with all the provisions of the Virginia Underground Utility Damage Prevention Act (Section 56-265.14, *et seq.* Code of Virginia, 1950, as amended) and hereby agrees to hold the City of Norfolk harmless against any loss, damages or claims of any nature whatsoever arising out of the Contractor's failure to comply with the requirements of said Act.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. In addition, immediately after the completion of the Work, or any portion thereof, the Contractor shall restore the facility, street, and surrounding area to a condition as clean as before the Work was begun. The drainage system shall also be inspected and cleaned by the Contractor. If done by the City or its agents, any expense the City may incur will be charged against the Contractor and deducted before Final Payment is made. The Contractor will be required to back fill along the edges of the sidewalks, driveways and curbs where settlement has occurred, and reshape and reslope where directed. Site must be maintained regularly according to State and City regulations, including regular grass cutting. During the progress of the Work, the sidewalks and portions of the streets adjoining the Work, or in its vicinity, must not be obstructed or littered, and the adjacent sidewalks and gutters must be kept clean as directed by the Engineer.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and ~~Owner shall be entitled to reimbursement from~~ the costs thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but

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shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The requirements of this Paragraph 3.18 shall be incorporated into the Contractor's insurance policies in a manner approved by the Owner.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The ~~Owner shall retain an architect~~ architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture ~~in the jurisdiction where the Project is located. That person or entity is identified as the Architect~~ identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

~~§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~

§ 4.1.3. Intentionally Omitted.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 As the Owner's Project representative, the Consulting Architect/Engineer's duties, responsibilities and limitations of authority shall be presented during the Pre-Construction Conference. The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.1.1 Engineer – An individual or entity having an Agreement with the Owner to furnish services as Owner's independent professional consultant with respect to the Project and who is identified as such in the Agreement.

§ 4.2.2 The ~~Architect~~ Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of ~~construction, or as otherwise agreed with the Owner, to become generally familiar with the~~ the Contractor's

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operations (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and ~~to determine in general if the Work observed is being performed in a manner indicating that~~ (2) to endeavor to guard the Owner against defects and deficiencies in the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will ~~not~~ neither have control over, charge of, ~~or responsibility~~ nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

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assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 PRE-CONSTRUCTION CONFERENCE. Before starting the Work, the Architect/Engineer/Owner will schedule a conference to review the requirements on such matters as Project supervision and on-site inspection, Shop Drawing schedules and submission, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety, labor provisions and equal opportunity in employment and any other items pertinent to the Project. Present at the conference will be the Architect/Engineer, Owner, Project Representative, the Contractor, and its Superintendent for the project.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable~~ within 15 days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for ~~each principal portion of~~ the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable ~~objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~objection..

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or ~~Architect~~ Architect, upon written notice of such intent, makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.~~.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

~~§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

§ 5.4.3. Intentionally Omitted.

§ 5.5 SUBCONTRACTORS COORDINATION OF WORK

Every subcontractor performing work that affects others shall provide for all requirements of the other trades, notwithstanding the Contractor's responsibility to coordinate the Work. Should the work provided by unsuitable for the application of work by any other subcontractor, the subcontractor shall notify the Contractor and the Engineer in writing immediately. The Contractor is required to forward a copy of correspondence from his subcontractors providing notice of unsuitable work.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of ~~subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~ subrogation..

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement ~~among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or~~ between the Owner and Contractor; a Construction Change Directive may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 Modifications shall be in compliance with the Code of the City of Norfolk, Virginia, Chapter 33.1.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 ~~Unit prices stated in the Contract Documents or subsequently agreed upon;~~Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Architect/Engineer's recommendation to the City as follows;

  Architect/Engineer will review with Contractor the Architect/Engineer's preliminary determinations on such matters before rendering a written recommendation thereon (by endorsement of an Application for Payment or otherwise). City's written decision thereon (by approval of Application for Payment or otherwise) will be final and binding (except as modified by Architect/Engineer to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of Paragraph 7.3.4.

  Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably ~~adjusted.~~adjusted provided that there is no corresponding adjustment with respect to any other item of Work.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 ~~Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and~~Overhead and profit costs, except where such costs have been determined by means of Paragraph 7.3.3.2 above, wherein such costs are included in the unit prices, shall be determined as follows:;

Fifteen percent (15%) of the costs determined above shall be paid for overhead and profit of the Contractor or subcontractor(s) actually performing the work, including, but not limited to, field and home office expense, superintendent, taxes, subsistence expenses of any nature, premiums on bonds, insurance, and all other costs and expenses as determined by the City.

In the event the work is performed by a subcontractor or subcontractors, the Contractor shall be paid ten percent (10%) of the total costs determined above, excluding the subcontractor's or subcontractors' overhead and profit, to cover and compensate the Contractor for its overhead and profit;

.5 ~~Additional costs of supervision and field office personnel directly attributable to the change.~~. Intentionally Omitted.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Architect.~~ Architect plus overhead and profit to actual net cost.. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment. The ~~Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~ Contractor may only include the amounts of fully executed Change Orders in the Applications for Payment. .

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the ~~Owner pending mediation and arbitration;~~ Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

Based upon Applications for Payment submitted to the Engineer by the Contractor and certificates for payment issued by the Engineer, the City shall make monthly progress payments on account of the Contract Sum to the Contractor as provided in these General Conditions of the Contract for Construction as follows:

The City will endeavor to pay the Contractor, on or about the thirtieth (30th) calendar day after receipt of Request for Payment, ninety-five (95%) percent of the portion of the Contract Sum properly allocated to labor, materials and equipment incorporated in the work and ninety-five (95%) percent of the portion of the Contract Sum properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case; provided however, the City, at any time after fifty (50%) percent of the work has been completed, if it finds that satisfactory progress is being made, may in its sole discretion make any of the remaining partial payments in full. Also, upon Substantial Completion of the work, the City may increase total payment to one hundred (100%) percent of the Contract sum, less such retainage as the Engineer shall determine for incomplete work and unsettled claims. But such full payment or payments shall in no manner be construed as reducing the amount of the bond or the liability of the Surety thereon, until Final Completion and acceptance of all lines of work herein set forth. Final Payment shall be made upon completion of all work and acceptance by the Engineer in accordance with the General Conditions.

The action of the Engineer by which the Contractor is to be bound according to the terms of this Contract shall be evidenced by his final estimate and certificate, all prior estimates upon which ninety-five (95%) percent or more may be made, being merely payments on account, and not payments for accepted work, and subject to the corrections of such final estimate, which may be made without notice to the Contractor thereof, or of the measurements upon which the same is based.

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be ~~notarized, if required,~~ certified by an officer of the firm and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may not include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, ~~or by interim determinations of the Architect,~~ but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such

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materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to comply with obligations under the Contract.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The City reserves the right to determine payment made.

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§ **9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ **9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ **9.6.2** The Contractor ~~shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.~~is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the Owner for work performed by any subcontractor under this Agreement:

a. Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor under this Agreement; or

b. Notify the Owner and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor under this Agreement. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A contract modification or Amendment to the Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

§ **9.6.3** ~~The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.~~A Subcontractor inquiry for progress payment and other information shall be directed to the City Attorney's office under the Freedom of Information Act..

§ **9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ **9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ **9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ **9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by

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the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~ Intentionally Omitted.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ **9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ **9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ **9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ **9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. The Contractor shall submit a Contractor's release from liens, claims, security interests or encumbrances along with final invoice. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ **9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ **9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ **9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property.

This includes providing protection of the Work, materials, appliances and fixtures against weather, rain, wind, storms, freezing or heat. At the end of the day's work, work likely to be damaged shall be properly protected. For work on existing buildings, the Contractor shall accomplish the work in such a manner that the remainder of the building, and its contents and inhabitants, are fully protected from any weather damage.

The Contractor shall be responsible for ensuring that adequate measures are taken to secure materials and equipment during the progress of the Work to prevent storm-related hazards. It is, therefore, essential that the Contractor take necessary precautions to ensure that openings in the building are monitored carefully. The Contractor shall take immediate actions required to seal of such openings when rain or other detrimental weather is imminent, and at the end of each workday; and ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.

The provisions of this subparagraph take precedence over any similar provisions contained in the technical specifications.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the ~~Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ Owner.. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written ~~agreement of the Owner~~ direction by the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.3. Intentionally Omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the ~~site unless such materials or substances are required by the Contract Documents.~~ site. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.1 EMERGENCY CONDITIONS. The issuance of a Declaration of Emergency conditions by any authorized government official may result in the suspension of the Work under the Contract and/or the ordering by the City of additional work. The Contractor shall make available to the City, during the time of the declared emergency, labor and equipment for such services under the terms and conditions of the Contract. Labor and equipment rates shall not exceed FEMA reimbursable rates for the Hampton Roads area. Failure to comply with such emergency directives may result in termination of the Contract by reason of non-compliance.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

See Subparagraphs 3.18.1 and 10.3.1

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 ~~The insurance required by Section 11.1.1 shall be written for not less than limits of liability~~ All liability policies shall be written in an occurrence form unless otherwise specifically approved by the City.

The Contractor shall secure and maintain in force insurance, including malicious mischief and vandalism, with minimum acceptable amounts described below, naming the City as additional insured during the life of the Contract:

.1	Worker's Compensation	Statutory
	Employer's Liability	$200,000 per accident injury
.2	Commercial General Liability	Combined single limit $3,000,000 or
		$2,000,000 per occurrence
		$3,000,000 aggregate
		$3,000,000 products & completed Operations

The Commercial General Liability Insurance required above shall include the following extensions of coverage:

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(1) The coverage shall be provided under a Comprehensive form of policy or similar thereto.
(2) X.C.U. Coverage – If the Contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU liability coverage with limits of $500,000 per occurrence and $1,000,000 aggregate.
(3) Broad Form Property Damage Endorsement.
(4) Contractual Liability coverage shall be included.
(5) Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by its Subcontractors.
(6) Products Liability and/or Completed Operations coverage shall be included.

.3 Comprehensive Automobile Liability including owned, non-owned and hired vehicles:

Combined Single limit each accident	$2,000,000
Bodily Injured	$1,000,000 per person $2,000,000 per occurrence $2,000,000 aggregate
Property Damage	$500,000 per occurrence

.4 Environmental Impairment Liability Insurance. If applicable, as determined by the City, the Contractor shall procure and maintain during the life of the Contract Environmental Impairment Liability Insurance, which shall protect against all claims and costs including, but not limited to, bodily injury or property damage claims (including clean-up costs) caused by pollution conditions, as herein defined, arising from the contracted work. Pollution conditions means the discharge, dispersal, release or escape of smoke vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage. The policy limits will be determined by the City and specified in the Contract Documents or ~~required by law, whichever coverage is greater. Coverages, whether written on an occurrence or~~ as prescribed by City, State or Federal law/regulations. Coverages, written on a claims-made basis, shall be maintained without interruption from the date of commencement of the Work until at least one year following the date of final payment and ~~termination of any coverage required to be maintained after final payment, and,~~ with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 All insurance policies required hereunder shall contain an express provision therein, or endorsement attached thereto, worded substantially as follows:

"This is not to be cancelled or become subject to reduction of coverage prior to thirty days after the insured has received written notice mailed to the address noted hereinbefore, as evidenced by return receipt of registered letter."

All insurance certificates and/or policies shall designate the City of Norfolk, its employees, and its agents as "additional insured" regarding the contracted Work.

Certificates of Insurance issued by companies licensed within the Commonwealth of Virginia shall provide the designed insurance.

Contractor shall notify the City in writing within 10 days after receiving notice of any cancellation or reduction in coverage.

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies

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will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 ~~The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.~~**SUBCONTRACTOR'S INSURANCE.** The Contractor shall require all subcontractors to secure and maintain in force containing the same coverage and amounts as described in Subparagraph 11.1.2.

§ 11.2 OWNER'S LIABILITY INSURANCE

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.~~. Intentionally Omitted.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 ~~Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.~~Until the work is completed and accepted by the City, the Contractor shall purchase and maintain a Builder's Risk or property insurance as is appropriate upon the entire work at the Site to the full insurable value thereof.

~~**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~

~~**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

~~**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~

~~**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or~~

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~~companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

§ 11.3.1.1. Intentionally Omitted.

§ 11.3.1.2. Intentionally Omitted.

§ 11.3.1.3. Intentionally Omitted.

§ 11.3.1.4. Intentionally Omitted.

§ 11.3.1.5. Intentionally Omitted.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~. Intentionally Omitted.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. A Performance Bond and Payment Bond Rider is required for all Change Orders that are in the amount of $100,000 or greater; or, if the aggregate total of multiple Change Orders is equal to or greater than $100,000.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties

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established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

~~**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~

§ 12.2.2.3. Intentionally Omitted.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

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§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ Intentionally Omitted.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law,

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but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

~~§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:~~

- ~~.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;~~
- ~~.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;~~
- ~~.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- ~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

~~§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~

~~§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~

~~§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

§ 14.1.1: Intentionally Omitted

- .1 ;
- .2 ;
- .3
- .4 .

§ 14.1.2. Intentionally Omitted.

§ 14.1.3. Intentionally Omitted

§ 14.1.4. Intentionally Omitted

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, ~~upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ , may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not ~~executed.~~executed and costs incurred from this termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

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§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Decision of Owner. Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial ~~decision.~~ evaluation and recommendation. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, ~~an initial decision~~ a final decision by the Owner shall be required as a condition precedent to ~~mediation of any Claim~~ litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the ~~Initial Decision Maker~~ Architect with no decision having been ~~rendered.~~ rendered by the Owner. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not ~~decide~~ evaluate disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten days of the receipt of ~~a~~ the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) ~~reject~~ recommend rejection of the Claim in whole or in part, (3) ~~approve~~ recommend approval of the Claim, (4) ~~suggest~~ recommend a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to

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evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will ~~either reject or approve~~ recommend either rejection or approval of the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will ~~render an initial decision~~ recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The ~~initial~~ Owner's decision shall be final and binding ~~on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~subject to mediation or arbitration.

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.6. Intentionally Omitted

§ 15.2.6.1.. Intentionally Omitted.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

~~**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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~~§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.3.1. Intentionally Omitted.

§ 15.3.2... Intentionally Omitted.

§ 15.3.3... Intentionally Omitted.

§ 15.4 ARBITRATION

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 15.4.1... Intentionally Omitted.

§ 15.4.1.1.. Intentionally Omitted.

§ 15.4.2. Intentionally Omitted.

§ 15.4.3. Intentionally Omitted.

§ 15.4.4 CONSOLIDATION OR JOINDER

~~§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.4.4.1. Intentionally Omitted.

§ 15.4.4.2.. Intentionally Omitted.

§ 15.4.4.3. Intentionally Omitted.

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PART II

1. SCHEDULES AND REPORTS

Contractor shall submit for approval the following items in four (4) copies prior to commencing the Work:

a. A complete, detailed construction progress schedule in weekly increments, showing anticipated start and completion of all sections of the Work. Also, see sections 3.10 and 3.10.1

b. A complete list of Subcontractors

c. A breakdown of the Project contract price for use in processing monthly requisitions.

d. A projection of contract's monthly cash flow requirements for the duration of the Project.

e. The above requirements may be waived for small projects at the discretion of the Engineer.

2. MINORITY PARTICIPATION

The Contractor shall notify the City in writing of the names of any minority and disadvantaged business subcontractors to be used on the Project, including the estimated dollar amount of such subcontract and the minority classification of such subcontractors. A minority and disadvantaged business is one that is at least 51% owned by an Asian American, Black, Hispanic, and American Indian, Eskimo, Aleut, or Female.

3. EROSION & SEDIMENT CONTROL

On construction projects that are required by the City's Erosion & Sediment Control ordinance (City Code Chapter 15) to have an approved erosion and sediment control plan, the Contractor shall be required to implement the approved plan and comply with all conditions of the plan. A copy of the approved plan and the Virginia Erosion and Sediment Control Handbook. (Third Edition, 1992) shall be kept at the City. If the Contractor determines that the approved plan cannot be effectively carried out, the Contractor shall be responsible for notifying the plan approving authority and requesting a plan amendment as provided for in the Virginia Erosion and Sediment Control Law (Code of Virginia Title 10.1, Chapter 5, Article 4, Section 10.1-563C).

4. RIGHT TO AUDIT

For cost-reimbursement contracts, change orders issued for fixed priced contracts or other contracts in excess of $30,000, which include the provisions of services, the Contractor shall retain all books, records and other documents relative to this Contract for five (5) years after final payment or until audited by the Office of the City Auditors shall have full access to and the right to examine and duplicate any of said materials during said period.

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

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INSTRUCTIONS TO BIDDERS

1. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

(a) Bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission.

(b) Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why6 the bidder or offeror is not required to be so authorized.

2. SUBMISSION OF BIDS

(a) Make all bids on "Bid Form" and seal in opaque envelope. The name of project, the contractor's name, address, and Virginia Contractor Registration Class and Number shall be placed on the outside of the envelope.

(b) If a contract is for $120,000.00 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any 12 month period is for $750,000.00 or more, the bidder is required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended), to show evidence of being licensed as a Class A Contractor. If a contract is $7,500.00 or more, but less than $120,000.00, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than $150,000, the bidder is required to show evidence of being licensed as a Class B Contractor. If a contract is $1,000 or more, but less than $7,500, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than $150,000, the bidder is required to show evidence of being licensed as a Class C Contractor. The bidder shall place on the bid above its signature its Virginia Contractor Registration Class and Number. If a contract is less than $1,000.00, licensure is not required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended).

(c) If bids are submitted by mail, enclose the above noted envelope in a second sealed, opaque envelope and address to: **City of Norfolk, Department of Public Works, Attn: Contracts Office, Room 700, 7th floor, City Hall Building, 810 Union St., Norfolk, VA 23510.** Bids submitted by mail must be received at the above address before the time designated for bid opening.

(d) Fully fill in all blanks in ink or typewritten, and state numbers in both writing and figures. Signatures shall be in longhand with name and title printed below. Bidders shall acknowledge all addenda in spaces provided on the bid form. For unit price contracts, in the event of a discrepancy between the Total Base Bid and the total of the extension of unit prices, the total extension of unit prices governs in determining the bid amount. For unit price contracts, in the event of a discrepancy between the extension of unit prices and the unit prices, the unit prices governs in determining the bid amount.

(e) Interlineations, alterations, and irregularities of any kind may be cause for rejection of the bid. Erasures or any physical changes on the form shall be initialed by the Bidder.

(f) Bidders may withdraw a bid after it has been submitted to the City any time prior to the stipulated time for opening such bids. Withdrawal of bids will be in accordance with Section 33.1-42.1 of the Norfolk City Code and Section 2.2-4330 of the Code of Virginia, 1950 (as amended).

3. EXAMINATION OF SITE

The bidder shall be responsible for having ascertained all pertinent local and existing conditions determinable by inspection and inquiry both on the site and adjacent thereto, including any other work being performed thereon, and shall include in its bid all cost attendant upon problems arising from said conditions existing at the time of

submission of its bid.

Reference is made to the Contract Documents for information relating to reports, explorations, underground facilities, and easements. On request, the owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. The Bidder must fill all holes, clean up, and restore the site to its former condition upon completion of such explorations, investigations, tests and studies, and hold the Owner harmless from any damage to property or injury to persons resulting from or arising out of such explorations, investigations, tests, and studies.

4. INQUIRIES, INTERPRETATION AND ADDENDA

Should a bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their meaning, it should at once notify the Owner in writing. The Owner will welcome such inquiries and they will be given consideration. Every interpretation made by the Owner will be in the form of a printed addendum which will be on file in the office of the Owner. Addenda will be posted to the Owner's web site, www.norfolk.gov/bids.aspx, it will be the bidder's responsibility to know of, examine and become familiar with all addenda issued. All addenda shall become a part of the Contract Documents. The Owner will not be responsible for any oral instruction.

The submission of a Bid will constitute incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Section, that without exception, the Bid is premised upon the agreement by the Bidder to perform the Work required by the Contract Documents, and applying specific means, methods, techniques, sequence or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that the Bidder has given Written Notice to the Owner of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Contract Documents and the written resolutions thereof by the Owner is acceptable to the Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions of performance and furnishing the Work.

ALL RFI'S SHALL BE SUBMITTED BY 5:00 P.M., FRIDAY, JUNE 17, 2016. THE CITY CANNOT GUARANTEE A RESPONSE FOR ANY RFI RECEIVED AFTER THIS DATE.

5. BID GUARANTEE

Bids shall be accompanied by a bid guarantee of five percent (5%) of the amount of the total bid including all additive alternates, if any, and may be a certified check or cashier's check or a Bid Bond, made payable to: **Treasurer, City of Norfolk.** Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw its bid during the period of sixty (60) days following the opening of bids; that if its bid is accepted, it will enter into a Contract with the Owner in accordance with a form of agreement acceptable to and approved by the Owner and that the required Performance and Payment Bonds will be given; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and given said bonds within ten (10) days after it has received notice of acceptance of its bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular thereof. The bid bonds and checks will be returned to the bidders after the Owner and the lowest, responsive, responsible bidder have executed a contract. If the required contract has not been executed within sixty (60) days after the date of the opening of the bids, then the bond or check of any bidder will be returned upon its request, provided it has not been notified of the acceptance of its bid prior to the date of such request.

6. PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish a performance bond and a labor and material payment bond each in the amount of 100% of the contract price. Said bonds shall be delivered to the Owner (in duplicate) and shall be approved by the Owner prior to the execution of a construction contract between the Contractor and the Owner. Bonds shall be City of Norfolk standard form and shall be in accordance with Section 33.1-76 of the Norfolk City Code. All costs of

bonds shall be paid by the Contractor. A bond rider will be required should change orders increase the amount of the contract by $100,000 or more.

7. NEGOTIATIONS WITH APPARENT LOW BIDDER

The City reserves the right to negotiate with the lowest, responsive, responsible bidder if the bid exceeds available funds. Negotiations may include reduction in bid price, modification and/or reduction in scope of the work, substitution of materials, or any other alterations to the work so that the low bid is reduced to within available funds including a reasonable fund balance for contingency funds to be available during the course of construction.

8. TIME OF COMPLETION

(a) Time is of the essence. All work shall be completed within **One Hundred Twenty (120)** calendar days from the Notice to Proceed. Work shall commence within (10) ten days from date of Notice to Proceed.

(b) Work shall not commence until the Contractor has received a fully executed copy of the Contract which authorizes the Work and has also received a Notice to Proceed issued by the authorized City representative. Work commenced prior to receipt of both a fully executed copy of the Contract and a written Notice to Proceed from an authorized City official shall be deemed unauthorized and such work will progress solely at Contractor's risk.

9. NON-DISCRIMINATION CLAUSE

The Contractor agrees to comply, and to require all suppliers and subcontractors paid in whole or in part from funds made available under this contract to comply with Section 122(a)(1) of the State and Local Fiscal Assistance Act of 1972 (P. L. 92-512), as amended, to wit:

"No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of Title I of the Act.)

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity."

Further, the Contractor agrees to comply with Section 33.1-53 of the Code of the City of Norfolk, Virginia 1979, as amended, regarding prohibited employment discrimination.

10. MINORITY BUSINESS CLAUSE

It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders (offerors) are asked, as part of their submission, to describe any planned use of such businesses in fulfilling this contract.

11. NON-COLLUSION AFFIDAVIT

(a) Every bidder, by submitting a bid, shall be deemed to covenant, with regard to said bid, as follows:

(1) that said bid was arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) that, unless otherwise required by law, the prices which have been quoted in the bid submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

(3) that no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where the bidder shall have failed to comply with a(1), a(2), or a(3) above.

(b) Every bidder, in addition to making the above covenants (a)(1), (a)(2) and (a)(3) will be required to provide the City of Norfolk, with the bid submitted, the affidavit contained herein.

(c) Every bidder will be required to disclose, with the submitted bid, the following information:

(1) the correct mailing address of the bidder.

(2) if a corporation, the name and current mailing address of the President, the Secretary and the Treasurer of the corporation.

(3) if a partnership, proprietorship or other firm, the name and current mailing address of each partner, proprietor or member of said firm.

(4) whether or not the bidder is associated with; owns, in whole or in part; or is owned, in whole or in part, or is a subsidiary of, any other bidder.

(d) The fact that a bidder (1) has published price lists, rates or tariffs covering items included in the submitted bid; (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (3) has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of Subparagraph 9(a).

(e) Any bid submitted by a corporate bidder shall be deemed to have been authorized by the Board of Directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the execution of the affidavit required in (b) above as the acts and deeds of the corporation.

12. SUBSTANCE ABUSE AND DRUG-FREE WORK PLACE

The Contractor agrees to comply with Section 33.1-58 of the Code of the City of Norfolk, Virginia, 1996, as amended, regarding substance Abuse and Drug-Free Work Place Policy.

End of Page

SECTION 01000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 REFERENCE SPECIFICATIONS FOR STANDARDS

A. All referenced standards and specifications shall mean the latest edition, as of the date of these specifications, unless a specific issue is identified otherwise.

B. In the event that referenced specifications or standards contain general requirements in conflict with the General or Special Conditions, or the scope of work of individual sections of these specifications, the provisions of these specifications shall govern.

C. STANDARD OF DESIGN AND WORKMANSHIP: The intent of the specifications is to obtain for the OWNER first class workmanship in all respects. All components shall be manufactured, fabricated, assembled, and finished in accordance with the best of recognized trade standards. All materials shall be new and suitable for the conditions specified.

D. CODES AND STANDARDS

i. The Virginia Uniform Statewide Building Code shall be the basis for minimum requirements not otherwise specified.

ii. Standards and Specifications of the Department of Public Works, City of Norfolk, latest revision.

iii. Standards and Specification of the Department of Utilities of the City of Norfolk. Latest version.

iv. Virginia Department of Transportation (VDOT) Road and Bridge Standards, Dated 2007 unless otherwise noted.

v. The Virginia Erosion and Sediment Control Handbook, Third Edition, 1992

vi. The Federal Manual on Uniform Traffic Control Devices, Current Edition and the Virginia Supplement, latest revision.

vii. Hampton Roads Planning District Commission Regional Standards Fifth Edition, with Department of Utilities, City of Norfolk Modifications.

1.2 DRAWINGS AND SPECIFICATIONS; CONTRACTOR shall not scale for dimensions, but in case of lack of proper dimensions for drawings, shall request the OWNER's Representative to furnish same. In case of discrepancy in dimensions between the small and large-scale drawings, large-scale drawings shall have preference.

1.3 LAYING OUT THE WORK; A Virginia licensed surveyor shall layout the work, shall establish a permanent bench mark to which easy access may be had during the progress of the work, and shall determine all lines and grades as shown on the drawings. CONTRACTOR to provide cut sheets to the OWNER's representative prior to commencement of work.

1.4 MEASUREMENTS; Before ordering any material or doing any work, the CONTRACTOR and each SUB-CONTRACTOR shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of the difference between actual dimensions and measurements indicated on the drawings. Any difference, which may be found, shall be submitted to the OWNER's Representative for consideration before proceeding with the work

1.5 PERMITS, FEES AND NOTICES; The CONTRACTOR will initiate application and pay all fees including building permit, water meter and utility connections for water and sanitary, gas service and meter. The OWNER will initiate application and pay fees regarding the permanent electrical service to and including the transformer.

1.6 SANITARY ARRANGEMENTS; The CONTRACTOR shall provide on or near the premises suitable temporary sanitary conveniences and enclosures for the use of the workmen, shall maintain them in a sanitary condition, and shall remove same when directed by the OWNER. The OWNER shall approve the location of any temporary facilities. The CONTRACTOR shall not use existing facilities without prior arrangement with and approval by the OWNER.

1.7 WATER SUPPLY; The CONTRACTOR shall provide and pay for all water required in the work, including all means of conveying it to the places where required.

1.8 ELECTRICAL ENERGY; The CONTRACTOR shall pay all fees, obtain necessary permits and have meter installed for temporary power and light as may be required in the prosecution of the work.

1.9 FIELD ENGINEERING AND SURVEYING; The CONTRACTOR is responsible for all field engineering and surveying required completing any project. The cost for all field engineering and surveying will be included in the bid price of the contract and no additional compensation will be made.

1.10 COMMENCEMENT OF WORK

Upon written Notice to Proceed, the CONTRACTOR must commence work on the project within 10 days of the dates specified in the Notice to Proceed letter and work continuously each day, Monday through Saturday until the project is complete, weather permitting. Liquidated damages in the amount of $500.00 per day will be assessed against the CONTRACTOR for each and every day said CONTRACTOR does not work or days past due dates beginning 10 days after notice to proceed excluding legal holidays. Weather conditions will be determined by the Director of Public Works or his designee. All liquidated damages will be deducted from the project payment due the CONTRACTOR.

1.11 FINAL INSPECTION

Upon completion of a project, the CONTRACTOR shall request a final inspection in writing. The City has ten (10) working days from the receipt of the written request to perform the final inspection. The City has five (5) working days after the final inspection to notify the CONTRACTOR in writing of all discrepancies noted during the final inspection. The CONTRACTOR will commence work and work continuously until all discrepancies are corrected. The CONTRACTOR will be subjected to the liquidated damages as stated above.

1.12 MAINTENANCE OF ACCESS

The continued access of businesses and residences within the project area is of particular interest to the City. The City wishes not to discourage the patronage of these businesses or impede access to residences during construction. It is the intent of this contract for the CONTRACTOR to promote, as much as possible, a clean and orderly environment in the project area.

The CONTRACTOR shall maintain ingress to and egress from all businesses and residences during construction at no additional cost to the project.

1.13 CONTRACT DOCUMENTS

The CONTRACTOR will have as copy of the contract documents and the contract special provisions on the project site at all times.

1.14 EROSION AND SEDIMENT CONTROL

A. Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed and maintained according to minimum standards and specifications of the Virginia Erosion and Sediment Control Handbook (latest edition) and the City of Norfolk erosion and sediment control ordinance.

B. The CONTRACTOR shall contact the City of Norfolk, Bureau of Environmental Services (664-4368) at least 48 hours prior the any land disturbing activity so that a preconstruction conference can be scheduled.

C. The CONTRACTOR shall apply permanent or temporary soil stabilization to all denuded or disturbed areas within seven (7) days after final grade is reached on any portion of the site. Soil stabilization must also be applied to denuded or disturbed areas which may not be at final grade but which will remain undisturbed for longer than 30 days. Soil stabilization measures include vegetative establishment, mulching and the early application of gravel base material on areas to be paved.

D. All erosion and sediment control measures are to be placed prior to or as the first step in construction.

E. The CONTRACTOR shall inspect all erosion control measures periodically and after each runoff producing rainfall event. Any necessary repairs to maintain the effectiveness of the erosion control services and cleanup of sedimentation are the responsibility of the CONTRACTOR and shall be made immediately.

F. Temporary erosion and sediment control measures are not to be removed until all disturbed areas are stabilized. After stabilization is complete, all temporary measures shall be removed within 30 days. Trapped sediment shall be spread and seeded.

G. The cost of Erosion and Sediment Control will be included in the unit bid prices of the contract.

H. The erosion and sediment control items mentioned here shall supersede erosion and sediment control notes in the supplemental general conditions.

1.15 TRAFFIC CONTROL

The CONTRACTOR shall provide and maintain, as required, all necessary traffic control in accordance with the Federal Manual on Uniform Traffic Control Devices, latest edition, and the Virginia Supplement, latest edition. The CONTRACTOR shall obtain a right-of-way work permit from the Division of Transportation before commencing any work in the right-of-way. Please see the *Maintenance of Traffic Plan*, Sheets CT-8.0, CT-8.1, CT-8.2 and CT-8.3 for permissible hours of operation and required sequence of construction.

Payment for traffic control devices will be made through and including the date of the final inspection. However, all traffic control devices will remain on the project and will be maintained by the CONTRACTOR until the City accepts the project.

1.16 MATERIALS & CONSTRUCTION METHODS

1. All materials will conform to the following unless otherwise specified on the project plans or in a written letter from the Director of Public Works or his designee. Unless otherwise stated, all referenced specifications will conform to the VDOT Road and Bridge Specifications, latest edition.

1.17 TESTING

1. The City may, at any time and at its discretion, require testing to ensure compliance with the specifications of the contract.

2. A recognized testing laboratory selected by the City, qualified in the field of materials to be tested, will perform all tests.

3. If applicable, all tests will be conducted in accordance with the VDOT Manual for Virginia Test Methods, current edition.

4. Payment for all tests performed will be in accordance with the following:

    1. The cost of all tests failing to meet minimum requirements will be borne by the CONTRACTOR.

    2. The cost of all tests that either meet or exceed minimum requirements will be borne by the City.

PART 2 (Not Applicable)

PART 3 - MEASUREMENTS AND PAYMENT

Measurement and payment for "Lafayette Boulevard Streetscape Improvements", shall be in accordance with the following, and the unit price bid shall constitute full payment for all equipment, labor, materials, tools, excavation, hauling, dewatering, disposal, and all incidentals necessary to complete the work as specified. Unless otherwise noted, all bid items shall be measured with plan quantities. For plan quantity overruns, bid items shall be measured and paid at the contract unit cost as approved by the OWNER.

1. ITEM 1, "MOBILIZATION/DEMOBILIZATION", shall include measurement and payment as a lump sum price. This includes incidentals such as bond, insurance, temporary facilities, coordination with private utility relocations, etc. Sixty percent (60%) of the lump sum price will be paid to the CONTRACTOR upon completion of his mobilization at the work site. The remaining forty percent (40%) will be paid to the CONTRACTOR upon completion of demobilization. In the event the OWNER considers that the amount in this item, sixty percent (60%) which represents mobilization and forty percent (40%) which represents demobilization, does not bear a reasonable relation to the cost of the work in this contract, the OWNER may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the OWNER will result in payment of actual mobilization costs, as determined by the OWNER, at the completion of mobilization, and actual demobilization costs, as determined by the OWNER, at the completion of demobilization. The determination of the OWNER is not subject to appeal.

2. ITEM 2, "CONSTRUCTION SURVEYING", The CONTRACTOR shall provide a lump sum price for furnishing, installing and maintaining all survey controls for all project improvements as shown on the plans, details, and specifications.

3. ITEM 3, "TRAFFIC CONTROL", shall be paid for as a lump sum. No additional measurement will be made for incidentals including labor, materials, and equipment required for installation, movement, and constant maintenance of both vehicular and pedestrian traffic during the entire contract period. All traffic control will be in according to the Manual of Uniform Traffic Control Devices, The Virginia Work Area Protection Manual, and the City of Norfolk Standards per the CONTRACTOR's submitted and approved traffic control plan. The cost of providing and maintaining temporary and permanent ADA Compliant Pedestrian and Delivery Access to all building entrances shall be included in this item. This includes all materials (additional stone, storm matting, etc.), labor, and equipment required for providing and maintaining temporary and permanent ingress/egress.

4. ITEM 4, "EROSION AND SEDIMENT CONTROL" - The CONTRACTOR shall provide a lump sum price to furnish, installing and maintaining all erosion and sediment controls measures that shall include, but not limited to; Silt Fence (SF), Inlet Protection (IP), Tree Protection (TP), Outlet Protection (OP) as shown on the plans, details and specifications identified as "Erosion and Sediment Control."

5. ITEM 5, "DEMOLITION OF CONCRETE SIDEWALK/ENTRANCE" - The CONTRACTOR shall provide a unit price per square yard to provide all labor, equipment and materials to remove and dispose of existing concrete sidewalks and entrances as shown on the plans, details, and specifications.

6. ITEM 6, "DEMOLITION OF CURB" - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to remove and dispose of existing concrete curbing as shown on the plans, details, and specifications.

7. ITEM 7, "DEMOLITION OF CURB AND GUTTER" - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to remove and dispose of existing concrete curb and gutter as shown on the plans, details, and specifications.

8. ITEM 8, "DEMOLITION OF 2" PAVEMENT MILLING" – The CONTRACTOR shall provide a unit price per square yard to provide all labor, equipment and materials to remove and dispose of existing 2" (minimum) pavement milling as shown on the plans, details, and specifications.

9. ITEM 9, "DEMOLITION OF ASPHALT PAVEMENT" - The CONTRACTOR shall provide a unit price per square yard to provide all labor, equipment and materials to remove and dispose of existing asphalt pavement and subbase as shown on the plans, details, and specifications.

10. ITEM 10, "DEMOLITION OF RIM ADJUSTMENT" - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to adjust the rim of the existing structures to the required elevation as shown on the plans, details, and specifications.

11. ITEM 11, “CONVERT DROP INLET TO MANHOLE” - The CONTRACTOR shall provide a lump sum price to provide all labor, equipment and materials to convert existing drop inlet to a manhole as shown on the plans, details, and specifications.

12. ITEM 12, “PAVEMENT MARKINGS - PAVEMENT MARKING - 4" SOLID LINE (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

13. ITEM 13, “PAVEMENT MARKING - 4" SOLID LINE (COLOR: YELLOW)” - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications. Contractor shall include in this unit price the quantity to install the outline of the gore markings as shown on the plans.

14. ITEM 14, “PAVEMENT MARKING - 6" SOLID LINE (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

15. ITEM 15, “PAVEMENT MARKING - 6" MINI SKIP LINE (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

16. ITEM 16, “PAVEMENT MARKING - 12" SOLID LINE (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications. Contractor shall include in this unit price the quantity to install the two (2) foot wide stop bars, the gore markings, and the cross walks as shown on the plans.

17. ITEM 17, “PAVEMENT MARKING - 12" SOLID LINE (COLOR: YELLOW)” - The CONTRACTOR shall provide a unit price per linear foot to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications. Contractor shall include in this unit price the quantity to install the gore markings as shown on the plans.

18. ITEM 18, “PAVEMENT MARKING - DIRECTIONAL LEGEND (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

19. ITEM 19, “PAVEMENT MARKING - BIKE LEGEND (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

20. ITEM 20, “PAVEMENT MARKING - SHARROWS "DOUBLE CHEVRON" (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

21. ITEM 21, “PAVEMENT MARKING - "ONLY" LEGEND (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

22. ITEM 22, “PAVEMENT MARKING - "LOADING ZONE" MESSAGE (COLOR: WHITE)” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install thermoplastic pavement markings as shown on the plans, details and specifications.

23. ITEM 23, “LANDSCAPING - SWAMP CHESNUT OAK TREE” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install the specified landscaping as shown on the plans, details and specifications.

24. ITEM 24, “MUSKOGEE CRAPE MYRTLE TREE” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install the specified landscaping as shown on the plans, details and specifications.

25. ITEM 25, “RELOCATION OF SIGN” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to relocate the sign as shown on the plans, details and specifications.

26. ITEM 26, “RELOCATION OF BANNER POLE” – The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to relocate the banner poles as shown on the plans, details and specifications.

27. ITEM 27, “TRAFFIC SIGN” - The CONTRACTOR shall provide a unit price to provide all labor, equipment and materials to install the traffic sign as shown on the plans, details and specifications.

28. ITEM 28, “VDOT CG-2 CURB” - The CONTRACTOR shall provide a unit price measured per linear foot complete in place to provide all labor, equipment and materials to install VDOT CG-2 curb as shown on the plans, details, and specifications. The stone base utilized under curb and gutter will be included in the cost for this item.

29. ITEM 29, “MOD. VDOT CG-6 CURB AND 1.5’ GUTTER” - The CONTRACTOR shall provide a unit price measured per linear foot complete in place to provide all labor, equipment and materials to install concrete curb and gutter as shown on the plans, details, and specifications. The stone base utilized under curb and gutter will be included in the cost for this item.

30. ITEM 30, “NORFOLK HS-206 CONCRETE SIDEWALK” - The CONTRACTOR shall provide a unit price measured in square yards to provide all labor, equipment and

materials to place the concrete sidewalk as shown on the plans, details and specifications.

31. ITEM 31, "VDOT CG-12 RAMP" - The CONTRACTOR shall provide a unit price measured per ramp to provide all labor, equipment and materials required to place the VDOT CG-12 ramp as shown on the plans, details and specifications.

32. ITEM 32, "HYDRODYNAMIC SEPARATOR" - The CONTRACTOR shall provide a lump sum price to provide all labor, equipment and materials required to install the hydrodynamic separator as shown on the plans, details and specifications. Price should include all demolition (roadway, existing RCP, etc.) and any required restoration and installation of new 15" RCP as shown on the plans and specifications.

33. ITEM 33, "PEDESTRIAN CROSSING GRATE" - The CONTRACTOR shall provide a lump sum price to provide all labor, equipment and materials required to place the pedestrian crossing grate as shown on the plans, details and specifications.

34. ITEM 34, "HS-207 CONCRETE DRIVEWAY" - The CONTRACTOR shall provide a unit price measured in square yards to provide all labor, equipment and materials required to place the concrete driveway as shown on the plans, details and specifications.

35. ITEM 35, "2" SM-9.5A ASPHALT PAVEMENT (SURFACE)" - The CONTRACTOR shall provide a unit price measured in tons to provide all labor, equipment and materials required to place the asphalt pavement as shown on the plans, details and specifications.

36. ITEM 36, "4"BM-25 ASPHALT PAVEMENT (BASE)" - The CONTRACTOR shall provide a unit price measured in tons to provide all labor, equipment and materials to place the asphalt pavement base as shown on the plans, details, and specifications.

37. ITEM 37, "8" 21-B AGGREGATE" - The CONTRACTOR shall provide a unit price measured in square yards to provide all labor, equipment and materials place the aggregate base material as shown on the plans, details and specifications.

38. ITEM 38, "TOPSOIL (4" MIN.)" - The CONTRACTOR shall provide a unit price per square yard to provide all labor, equipment and materials needed to install topsoil to all disturbed pervious areas and new medians as shown on the plans, details, and specifications.

39. ITEM 39, "FINE GRADING, SEEDING, LIME AND FERTILIZER" - The CONTRACTOR shall provide a lump sum to provide all labor, equipment and materials needed to install and perform fine grading, seeding, lime, and, fertilizer to all areas disturbed due to clearing and grubbing as shown on the plans, details, and specifications.

40. ITEM 40, "UNSUITABLE MATERIAL (EXPORT)" - Unsuitable Material shall be measured in cubic yards based on actual quantities of unsuitable material excavated. The unit price shall include all labor, materials and equipment to excavate unsuitable material as directed by the OWNER's representative. The volume used for payment shall be determined by the OWNER's representative for in-place, compacted cubic yards of soil excavated/filled. Field quantities above that are listed in the Schedule of Prices will not

be considered for additional compensation unless approved by the OWNER's representative or classified as undercut excavation as described in the technical specifications. Unsuitable material below the grading plane in excavation areas that is determined by the OWNER or OWNER's representative to be unsuitable for the planned use shall be excavated and disposed of or stabilized as directed or approved by the OWNER or OWNER's representative

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use and as defined in the technical specifications. Such suitable material shall be placed and compacted

41. ITEM 41, "SELECT FILL (IMPORT)" - Measurement for this item shall be measured in cubic yards based on plan quantities for select fill. For plan quantity overruns, select fill shall be measured and paid at the contract unit cost as approved by the OWNER. The CONTRACTOR shall provide delivery tickets to the OWNER on a daily basis. Tickets not submitted the day of delivery will not be used in justification of quantity overruns.

    The OWNER shall approve select fill such as borrow sand or other common granular fill hauled to the job site for use. A delivery ticket shall accompany each load of select backfill material. Each ticket will be serially numbered, list the company supplying the fill material, truck number of trucks delivering material, date, size of load, and the project where delivered. In the event a material delivery ticket and delivery do not correspond, the OWNER may refuse the delivery and / or payment until such conditions are corrected to the satisfaction of the OWNER.

END OF SECTION 01000

SECTION 01300

SHOP DRAWINGS AND SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

A. The Contractor shall provide shop drawings, samples and catalog data as specified.

B. ITEMS NOT INCLUDED IN SHOP DRAWINGS: Shop drawings shall include all pertinent data required for the proper fabrication and installation of the materials specified.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SHOP DRAWINGS

A. Original Submittal. One reproducible copy and five copies of all shop drawings shall be submitted for approval in ample time to coordinate necessary features of construction with all fabrication and installation requirements. Not less than fifteen working days shall be allowed to permit checking and appropriate action.

B. Resubmittal. When a resubmittal is required, one print so indicating will be returned to the Contractor. After revision of the original, a new reproducible and three copies shall be submitted for approval.

3.2 SAMPLES

A. Original Submittal. Two samples, unless otherwise specified, of each item for which samples are required shall be furnished for approval. Approval shall be obtained prior to delivery of the material to the project site. Such samples shall be representative of the actual material proposed for use in the project and of sufficient size to demonstrate design, color, texture, and finish when these attributes will be exposed to view in the finished work.

B. Resubmittals. All rejected samples will be returned upon request, and any or all resubmittals required shall consist of two new samples.

3.3 CATALOG DATA

A. Submittals. Four copies of catalog data are required for the original submittal and each subsequent resubmittal that may become necessary. Catalog data shall be submitted along with shop drawings. Two copies will be returned as noted.

B. Catalog Data

1. Catalogs or brochures submitted containing multiple items for approval need identification only on the exterior. In such instances the identification shall include page and catalog numbers of items which are submitted for approval.

2. In the event that one or more of the multiple items are not approved in any submittal, additional copies will be required until all items are approved.

3.4 CONTRACTOR'S RESPONSIBILITY

A. Representation. By his submittal of any shop drawings or catalog data, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each item with other applicable approved shop drawings and the contract requirements.

B. Deviations. Approval of shop drawings, samples, or catalog data by the Owner shall not authorize any deviation from the requirements of the contract documents.

END OF SECTION 01300

sSECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. DEFINITIONS:

Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract. Specific requirements for individual units of work are included in the appropriate sections in Division 2 through 16.

1.2 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General: Complete the following before requesting the Owner's inspection for certification of substantial completion, for the entire Work.

1. Prepare and submit to the Owner a list for approval of items remaining to be completed in accordance with General Conditions, the value of incomplete work, and reasons for the Work being incomplete. Items listed on the punch list will be directly coordinated with the Owner’s representative to ensure a complete and accurate list.

2. Obtain and submit releases enabling the Owner's full, unrestricted use of the work and access to services and utilities. Where required, include occupancy permits, operating certificates and similar releases.

3. Touch-up and otherwise repair and restore marred exposed finishes.

4. Complete final cleaning up requirements, including touch-up painting of marred surfaces.

5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.

B. Upon receipt of the contractors list and request for Owner's verification, the Owner will either proceed with verification inspection or advise the Contractor of unfilled prerequisites.

1. Following initial verification inspection the Owner will either prepare a certificate of substantial completion, or will advise the Contractor of work which must be performed before the certificate will be issued. The Owner will repeat the inspection when requested, but only when assured that the work has been substantially completed.

2. Results of the completed inspection will form the initial "punch-list" for final acceptance.

1.3 PREREQUISITES TO THE FINAL ACCEPTANCE

A. General: Complete the following before requesting the Owner's final inspection for certification of final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in the request.

1. Submit Record Documents on a monthly basis with application for payment.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Owner's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

5. Submit an As-Built Plan showing deviations from the contract drawings neatly hand-marked in red ink.

1.4 WARRANTY

A. A period of one year shall be established for all guarantees and warranties required by the contract specifications unless a longer period is specified. The installation and each item of equipment and material shall be guaranteed by the Contractor, and the equipment and material shall be warranted by the supplier and manufacturer.

B. The guarantee and warranty period for all items, unless specifically listed otherwise, shall commence on the date of the Certificate of Substantial completion certified by the Owner's representative.

C. In all cases, prior to beginning of the warranty period, equipment that has been used for any reason whatsoever shall be placed in first class operating condition.

D. The extent of a guarantee and warranty shall be the requirement to repair or replace, without cost to the Owner, all equipment or workmanship which shall be found to be defective during the guaranteed period, exclusive of repairs due to improper maintenance or operation, or to normal wear, tear and usage, and to pay for all damage resulting from defects.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01700

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 SCOPE: Provide all labor and materials to fully and properly complete the work indicated on the drawings and/or specified. Unless otherwise specified this work includes cleaning during and at the completion of the project. General cleaning during regular progress of work is required by the General Conditions.

1.2 RELATED WORK SPECIFIED ELSEWHERE: Cleaning-up required for specific trades or work is specified in section pertaining to that trade or work.

1.3 REQUIREMENTS OF REGULATORY AGENCIES:

A. Safety and Insurance Standards: Maintain project in accordance with all applicable Federal, State and Local codes and ordinances and in accordance with any applicable insurance company regulations or standards.

B. Fire Protection: Store volatile waste in covered metal containers and remove from premises daily.

C. Pollution Control: Conduct clean-up and disposal operations to comply with local ordinances and anti-pollution laws.

D. Burning or burying of rubbish and waste materials on the project site is not permitted.

E. Disposal of volatile fluid wastes (such as mineral spirits, oils, paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS: Use only cleaning materials recommended by manufacturer of surface to be cleaned and cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

A. Ensure that the work-site is maintained free from accumulations of waste materials and rubbish.

B. Sprinkle dusty debris with water.

C. Provide on site containers for collection of waste materials, rubbish and debris.

D. Do not allow waste materials, rubbish and debris to accumulate and become an unsightly or hazardous condition.

E. Remove waste materials, rubbish and debris from the site and legally dispose of at public or private dumping areas off the Owner's property.

F. The Contractor is responsible for the removal of all paint and marks on the concrete and concrete pavers which are caused by the Contractor or by others, such as utility companies marking lines for Miss Utility, graffiti, or other. A method of removal must be approved by the Owner.

G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on recently prepared surfaces.

3.2 FINAL CLEANING

A. Use experienced workmen for final cleaning.

B. At completion of construction and just prior to acceptance, conduct a final inspection of exposed surfaces.

C. Remove grease, dust dirt, stains, labels, fingerprints and other foreign materials from surfaces.

D. Repair, patch and touch-up marred surfaces to match adjacent finishes.

E. Broom clean paved surfaces; rake clean other surfaces of grounds.

3.3 All cleaning as required by the Owner and as specified in these Contract documents shall not be measured and paid. All manpower, work, equipment and incidentals necessary to complete the cleaning shall be considered incidental for the contract.

END OF SECTION 01710

SECTION 02000

SEQUENCE OF CONSTRUCTION

PART 1 - GENERAL

1.1 The Contractor shall coordinate and develop a Sequence of Construction Plan to be submitted to the City at the preconstruction conference. The Contractor shall sequence his construction to incorporate, but not be limited to, the items contained below.

1.2 Existing water, sanitary facilities, drainage and lighting shall be maintained by the Contractor during construction and until the proposed items have been properly connected and tested by the Contractor and approved by the Owner's representative.

1.3 The Contractor shall install utility services in a continuous manner that will cause the least disruption to system users.

1.4 Contractor shall maintain pedestrian access along Lafayette Boulevard and all side streets including access to all parcels.

1.5 Submittals

A. The Contractor shall submit a detailed plan describing materials and procedures utilized to maintain temporary and permanent ADA Compliant Pedestrian and delivery access at all times through all phases of demolition and construction.

B. The Contractor shall submit a detailed construction schedule using the critical path method showing all critical milestones for the project. Please see the Maintenance of Traffic Plan, Sheet CT-8.1 that identifies the *Temporary Traffic Control Phases* required for this project.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 The Contractor shall protect pedestrians by delineating walkways and preventing pedestrian access from areas under construction by utilizing Type I cones, snow fencing, or other approved barricades.

3.2 Sequence of construction shall not be measured and paid under this contract. All work associated with the specified sequence of construction shall be considered incidental to the Contract.

END OF SECTION 02000

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.1 Related work specified elsewhere includes the following:

A. Section 02000 - Sequence of Construction

B. Section 02730 – Storm Sewers

1.2 Description: Demolition shall be classified as the removal of all existing concrete sidewalks, pavers, concrete curb and gutter, roadway pavement, signage and lighting, water systems, sanitary sewer systems, storm drainage systems, and any necessary incidentals within the limits of the right-of-way and limits of demolition as indicated on the plans, required to complete the work specified.

1.3 Project Conditions

A. Explosives shall not be used.

B. Burning is not permitted.

1.4 The composition of the existing roadway is varied and may be concrete containing rebar and/or wire reinforcing.

PART 2 - PRODUCTS

2.1 Remove and store equipment or material designated to be reused on site, or at a location indicated herein, on the drawings, or by the Owner's Representative or Owner.

2.2 Remove and store equipment or material designated to remain the property of the Owner on site or at the location indicated herein or on the drawings.

2.3 Remove from the site and take possession of any equipment or material not designated to be reused or to remain the property of the Owner.

PART 3 - EXECUTION

3.1 Demolition Operations

1. The Contractor shall saw-cut existing concrete and asphalt between sections which are to be removed and adjacent sections which are to remain. All sawcuts shall be in a straight line or notched as appropriate to match doorway entrances and/or existing joints. Saw-cuts shall be 4-inch depth minimum to allow removal of the demolished section, yet leave a smooth surface joint when section is repaired.

2. Remove existing above-grade items including but not limited to posts, poles, fences, shrubs, and plants as specifically indicated or necessary to permit new construction. The Contractor shall coordinate the removal and/or replacement of such items with the Owner prior to beginning the demolition work.

3. When working on private or public property, the Contractor shall exercise caution so as to avoid damage to existing items that are to remain. Damage to existing items shall be repaired by the contractor to match existing condition or better at the Contractor's expense.

4. Where existing pipes are to be cut and abandoned for the installation of the proposed improvements, where designated on the drawings and as directed in the field, the Contractor shall plug both ends of the cut.

5. The area shall be wetted down thoroughly to prevent dust and dirt from rising.

6. The existing trees identified to remain are very sensitive to construction activity and shall be protected. The Contractor shall demolish the existing entrances and sidewalk behind the trees and within the limits of the drip lines only by jackhammer and removal of the debris shall only be by hand.

3.2 Underground Utilities

1. The Contractor shall exercise caution when working in areas of underground utilities. Underground utilities, as indicated on the drawings, are shown in the approximate location. Neither the Owner’s Representative nor the Owner shall be held liable for any reason, for any omissions of underground utilities. The Contractor shall notify "Miss Utility" of Virginia, 811, to locate utilities before beginning any work.

2. Any removal or relocation of public utilities shall be coordinated with the Owner.

3. The Contractor shall maintain all existing flows for water and sanitary facilities. Any damages or disruption to water and sanitary services shall be repaired promptly and coordinated with the Department of Utilities. Contractor to provide by-pass pumping as required.

3.3 Cleanup

1. Debris resulting from demolition shall be cleaned up continuously with the progress of the work.

2. Debris will not be permitted to accumulate on the site. If the Contractor fails to remove excess debris promptly, the Owner reserves the right to remove it at the Contractor's expense.

3. Remove debris from site without spillage. Keep pavement and area adjacent to site clean and free from mud, dirt, and debris at all times.

4. Salvage material that is to become property of the Contractor, and is not to be reused in construction, shall be removed within 10 days. Sale of material on the site is prohibited.

5. Remove all tools, equipment, material, and rubbish from the demolition upon completion of demolition.

6. Leave the site clean, neat, and orderly and in a condition to begin new construction.

7. The Contractor will be responsible for the removal of all debris and waste materials associated with this project to include but not be limited to; dirt, asphalt, broken concrete, and unsuitable material. The City dump will not be permitted to be used for any materials on this project. The Contractor shall identify waste areas to be used at the pre-construction meeting.

END OF SECTION 02050

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 WORK INCLUDED, BUT NOT LIMITED TO

A. Excavation, trenching, backfill, rough and finish grading, together with placement and preparation of topsoil for lawns and planting.

1.2 DEFINITIONS

A. Excavation: consists of removal of material encountered to subgrade elevations indicated. Material not to be reused shall be disposed of properly.

B. Subgrade: the undisturbed earth or the compacted soil layer immediately below structure or topsoil materials.

C. Unauthorized Excavation: consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at Contractor's expense.

D. Additional Excavation: When excavation has reached required subgrade elevations, notify Owner's Independent Testing Lab, who will make an inspection of conditions. If the testing lab determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by the testing lab with select backfill material. The contractor shall not remove or replace excavated material without written authorization from the owner or his special inspector. Removal of unsuitable materials and replacement with select materials shall be at the unit price as specified within the contract.

E. Any removal and disposal of unsatisfactory material as well as the replacement of select backfill shall be paid for at unit prices established in Schedule of Values.

1.3 QUALITY ASSURANCE

A. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Unless otherwise indicated comply with Virginia Department of Transportation (VDOT) Current Specifications and Standards for Road and Bridge Construction, latest edition.

1.4 SUBMITTALS

A. One optimum moisture-maximum density curve for each type of soil encountered will be

available from the site.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Locate existing underground utilities in areas of work.

B. Should uncharted or incorrectly charted utilities be encountered, consult Owner immediately for directions. Cooperate with Owner in keeping respective services and facilities in operation.

C. Repair damaged utilities to the satisfaction of utility company and Owner. Provide minimum 48-hour notice to the Owner and Utility Company prior to interruption of the utility. Contractor shall not proceed with utility interruption until receiving written notification to proceed.

D. Use of Explosives: The use of explosives is not permitted.

E. Protection of Persons and Property: Barricade open excavations and post warning signs and lights.

F. Operate warning lights as required by authorities having jurisdiction.

G. Protect all existing structures, utilities, sidewalks, pavements, lawns, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

H. Dust Control: Control dust on and near the Work, and on and near all off-site borrow areas. Thoroughly moisten all surfaces to prevent dust from being a nuisance to the public, and operation of existing facilities.

I. Pavement Cores: Provide in the specifications under ***Appendix A – Pavement Cores.*** The Contractor shall review this information prior to preparing his bid.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP. CL may be used as base fill in areas to be landscaped.

B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups ML,MH, CL, CH, OL, OH, and PT.

C. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 1/2 inches in any dimension (unless required by approved material gradation), debris, waste, frozen materials, vegetation and other deleterious matter.

D. Select Backfill: Satisfactory sandy soil materials having a soaked C.B.R. greater than or equal to 15.

E. Topsoil: See Section 02900, “Seeding”.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
B. Earth Excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as rock or unauthorized excavation.
C. Do not perform rock excavation work until material to be excavated has been cross-sectioned and classified by Owner.
D. Under footings, or foundation bases, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Drainage fill shall be used to bring elevations to proper position, when acceptable to Owner.
E. Contractor to strip and stockpile all existing topsoil within the areas designated for construction and/or grading. Stockpiles to be in areas designated on the plans, or as required by the Owner. Stockpiles to be in compliance with all erosion control specifications.

3.2 STABILITY OF EXCAVATIONS

A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.

B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

D. Provide permanent steel sheet piling or pressure-creosoted timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Cut off tops a minimum of 2'-6" below final grade and leave permanently in place.

3.3 DEWATERING

A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

B. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

C. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

3.4 STORAGE OF EXCAVATED MATERIALS:

A. Stockpile excavated materials acceptable for backfill and fill where directed. Place, grade, and shape stockpiles for proper drainage.

B. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.

C. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

3.5 EXCAVATION FOR STRUCTURES

A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection.

B. Excavations for footings and foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot; plus a sufficient distance to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection. Do not disturb bottom of excavations, intended for bearing surface.

3.6 TRENCH EXCAVATION FOR PIPES AND CONDUIT

A. Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of 6 to 9 inches of clearance on both sides of pipe or conduit.

B. Excavate trenches and conduit to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on undisturbed soil. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

C. For pipes or conduit less than 6 inches in nominal size, and for flat-bottomed, multiple-duct conduit units, do not excavate beyond indicated depths. Hand-excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.

D. For pipes and equipment 6 inches or larger in nominal size, shape bottom of trench to fit bottom of pipe for 90 degrees (bottom 1/4 of the circumference). Fill depressions with tamped sand backfill. At each pipe joint, dig bell holes to relieve pipe bell of loads to ensure continuous bearing of pipe barrel on bearing surface.

3.7 COLD WEATHER PROTECTION

A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.8 BACKFILL AND FILL

A General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.

B. Under grassed areas, use satisfactory borrow material. Do not use organic material to backfill the trench.

C. Under walks and pavements, use select backfill material as specified in Paragraph 2.1.D. Excavated or borrow material, or a combination of the two materials, that meets the requirements of these specifications is satisfactory material.

D. Under steps, use subbase material.

E. Under piping and conduit and equipment, use subbase materials where required over rock bearing surface and for correction of unauthorized excavation. Shape excavation bottom to fit bottom 90 degrees of cylinder.

F. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place concrete to level of bottom of adjacent footing.

G. Concrete is specified in Section 02500, “Paving, Surfacing, and Walks”.

H. Do not backfill trenches until tests and inspections have been made and backfilling is

authorized by Owner. Use care in backfilling to avoid damage or displacement of pipe systems.

I. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
3. Removal of concrete formwork.
4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
5. Removal of trash and debris from excavation.
6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

3.9 PLACEMENT AND COMPACTION

A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

B. The surface of the exposed subgrade shall be inspected by probing or testing to check for pockets of soft or unsuitable material. Excavate as required to remove soft soil.

C, Care shall be exercised during the grading operations at the site. Combinations of excess surface moisture from precipitation and the traffic of heavy construction equipment may create "pumping" and a general deterioration of the bearing capabilities of the shallower soils. The grading should therefore be carried out during a dry season, if possible. Additional undercutting of the exposed Subgrade should be anticipated should the subgrade become saturated and worked by construction equipment. The contractor shall only expose subgrade areas in the parking lot area which can receive stone within 24 hours.

D. The exposed subgrade shall be well drained to prevent accumulation of water on the site. Limit construction traffic across the site such that traffic is within well defined areas.

E. Proofroll the surface of the exposed subgrade with a loaded tandem axle dump truck. Pockets of soft soil encountered which pump or will not properly compact under proofrolling, shall be removed and replaced with controlled fill. Replacement of subgrade with controlled fill shall be performed under the conditions of the contract. The contractor shall not excavate or replace unsuitable subgrade without written

authorization from the owner or his special inspector.

F. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

G. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

H. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts as directed by Owner if soil density tests indicate inadequate compaction.

1. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 1557:

2. Under structures, slabs and steps, and pavements, compact top 6 inches of subgrade and each layer of backfill or fill material at 98 percent maximum density.

3. Under lawn or unpaved areas, compact top 6 inches of subgrade and each 12" layer of backfill or fill material at 90 percent maximum density.

4. Under walkways, compact top 6 inches of subgrade and each 12" layer of backfill or fill material at 95 percent maximum density.

I. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.

J. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

K. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by dicing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

3.10 GRADING

A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances,

compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.

B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:

1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.

2. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.05 foot above or 0.10 foot below required subgrade elevation.

B. Grading Surface of subgrade and backfill under pavements and Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2 inch when tested with a 10-foot straightedge.

C. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.11 PAVEMENT AGGREGATE FILL

A. General: Aggregate fill consists of placement of stone material, in layers of indicated thickness, over subgrade surface to support asphalt pavement.

B. Placing: Place aggregate fill material on prepared subgrade, in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting material during placement operations.

C. When a compacted aggregate fill is indicated to be 6 inches thick or less, place material in single layer. When indicated to be more than 6 inches thick place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

3.12 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.

B. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.

C. Field density tests may also be performed by the nuclear method in accordance with ASTM D 2922, providing that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. In conjunction with

each density calibration check, check the calibration curves furnished with the moisture gages in accordance with ASTM D 3017.

D. If field tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Owner.

E. Footing Subgrade: For each strata of soil on which footings will be placed, perform at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata when acceptable to Owner.

C. If in opinion of Owner, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained.

3.13 EROSION CONTROL

A. Provide erosion control methods in accordance with requirements of authorities having jurisdiction.

3.14 MAINTENANCE

A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.

C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible. All of the above to be done under the supervision of the Owner's independent testing laboratory.

3.15 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property: Remove waste materials, including unacceptable, or excess, excavated material, trash, and debris, and dispose of it off Owner's property, in a lawful manner.

END OF SECTION 02200

SECTION 02500

PAVING, SURFACING, AND WALKS

PART 1 - GENERAL

1.1 Related work specified elsewhere includes the following:

A. Section 02720 – Storm Sewers

1.2 Reference specifications where applicable to work under this Section are referred to by abbreviation as follows:

A. American Association of State Highway and Transportation Officials (AASHTO)

B. Virginia Department of Transportation (VDOT) Road and Bridge Specification, latest edition unless otherwise specified.

1.3 Establish and maintain required lines and elevations.

1.4 Apply tack coats only when ambient temperature is above 50 degrees, if and when temperature has not been below 35 degrees F for 12 hours immediately prior to application. Construct asphalt concrete surface course only when atmospheric temperature is above 40 degrees F and base is dry. Base course may be laid when temperature is above 30 degrees F and rising.

1.5 Concrete mixture for all concrete surfaces (curbs, walks, et c.) shall be from the same supplier. Mixture shall be of natural crushed river bed stone and light Portland Cement. Cement shall be from one source or mill. Mixture and color shall be approved by the Owner's Representative.

1.6 Contractor shall submit shop drawings indicating locations of expansion joints and control joints in concrete paving for approval by the Owner's Representative.

PART 2 - PRODUCTS

2.1 Aggregate base course shall be Type II, Size 21B or 22, graded aggregate base material as defined in VDOT, Road and Bridge Specifications, "Subbase and Aggregate Base Material".

2.2 Materials for use with asphalt concrete:

A. Tack coat shall be in accordance with VDOT Specifications, 2007 Asphalt Concrete Pavement

B. Asphalt concrete base course shall be VDOT BM-25D meeting requirements of VDOT

Road and Bridge Specifications, 2007, Section 211.

C. Asphalt concrete surface course shall be VDOT SM-9.5D meeting requirements of VDOT Road and Bridge Specifications, 2007, Section 211.

2.4 Concrete

A. Concrete base and/or base for utility pavement replacement shall be VDOT Specifications, Section 217, Class A3.

B. Concrete for exposed slabs shall be VDOT Specifications, Section 217, Class A-3, air-entrained.

D. Curing materials for concrete shall be clear and in accordance with VDOT Specifications, Section 220.

E. Joint materials shall be VDOT Specifications, Section 212. Expansion material shall be placed at all R/W line adjacent to buildings and or walls.

F. All concrete used for private property entrances shall "high-early" strength mix as approved by the Owner's Representative.

2.5 Select Material:

Select Material shall conform to VDOT specifications, Section 207.

2.6 Concrete joint Former:

A. "Kold-Seal" Zip-per Strip Extension Joint Former #KSF-400-38-50, distributed by Vinylex Corp., P. O. Box 7187, Knoxville, TN 37921, (615) 690-2211 or approved equivalent.

2.7 Pavement Striping

A. All pavement markings in the right-of way shall meet VDOT and City of Norfolk Specifications for thermoplastic line striping.

PART 3 - EXECUTION

3.1 Subgrade Preparation: Subgrade preparation shall consist of the final machining of the subgrade immediately prior to placing the aggregate base course. The surface shall be true to line and grade. Construction methods and equipment shall conform to applicable portions of Section 305 "Subgrade and Shoulders" of VDOT Road and Bridge Specifications.

3.2 Aggregate base course construction methods and equipment shall conform to requirements of Section 309, "Aggregate Base Course" VDOT Road and Bridge Specifications.

3.3 Asphalt Concrete Pavement Construction Methods shall conform to Section 315, "Asphalt Concrete Pavement" of VDOT Road and Bridge Specifications.

A. Apply tack coat to contact surfaces of previously constructed asphalt or Portland Cement concrete and surfaces abutting or projected into asphalt concrete pavement. Apply at rate of 0.10 gallon per square yard of surface in accordance with VDOT Road and Bridge Specification, Section 310, "Tack Coat.

3.4 Asphalt concrete overlay shall consist of Type SM-9.5D (VDOT 1987 Road and Bridge Specification) asphalt concrete, thickness as required to grade and tack coat. Placement of materials shall be as herein described.

3.5 Concrete walks shall be constructed in accordance with VDOT Specifications, Section 504 and as follows:

A. A test panel for each type of concrete section shall be poured for approval by the Owner prior to the remainder of placement of concrete walks on the project.

B. For curve formed concrete paving, tack concrete joint former to semi-rigid "bender board" or similar for use as an edge form. Remove board for adjacent pour, leaving concrete in place for use as an expansion joint.

C. Execution

1. Cement for the entire project should be the same type, brand and mix.
2. All aggregate, fine or coarse, should be from one source.
3. The mix design must remain constant.
4. Water of slump must remain constant. No water to be added at the site.
5. Clean the mixer before and after batching colored concrete.
6. Determine pigment amount by weight, not volume.
7. The transit mixer should operate at charging speed for 5 - 10 minutes after adding color.
8. Avoid calcium chloride.
9. Water reducing admixtures - determined by concrete producers.
10. Air entrainment admixtures - determined by concrete producers. Do not use carbon black pigment.
11. Minimize moving or spreading concrete. Do not over trowel.
12. Cement dusting, sprinkling or fogging of water not to be permitted.
13. Broom or texture finish required.
14. All joints shall be trowelled or expansion. Saw cutting joint patterns shall not be permitted under any circumstances.

3.6 Concrete entrances shall be Norfolk standard as shown unless otherwise indicated on drawings. Placement shall be in accordance with VDOT Specifications or the drawings. All concrete used for entrances shall be "high-early" strength concrete.

3.7 Curb and Gutter

A. Concrete curbs and gutters shall be Norfolk standards as shown, or as dimensioned on the plans, constructed in accordance with VDOT Specifications, Section 502. Curb wipe downs shall be constructed in accordance with the details shown on the plans.

B. Joints shall be in accordance with VDOT standards, except where walks adorn the curb. Where walks are adjacent to the curbs, curb joint pattern shall match the walk pattern with joints at minimum 10 feet on center.

3.8 Pavement for replacement over piping shall be in accordance with the plans and these specifications.

3.9 Pavement Repairs

1. Asphalt Concrete Pavement in areas outside of limits of overlay pavement replacement.

    1. When pavement must be cut, make the cut in a straight line, parallel to, and 12-inches wider than, trench on each side to provide an undisturbed shoulder under the new work.

    2. Where trenches cross streets, avoid placement of excavated material on existing pavement whenever possible. Clean the pavement by an approved method. Use no cleated equipment on pavements. Alter normal traffic flow only with permission from the Owner.

    3. Prepare subgrade as specified in “Subgrade Preparation”, paragraph above.

    4. Replace aggregate base course in layers not to exceed 6 inches in thickness to a depth in accordance with the details. In no case shall the replaced base be less than 6 inches thick.

    5. Replace asphalt concrete base and/or surface course in accordance with the details. All asphalt pavement repairs shall have a smooth edge at the transition to existing pavement.

2. Milling Existing Pavement

    1. In cases where milling of existing pavement is required to match grades of proposed and existing pavement; the following methods shall be used.

    2. Mill surface as required to match final grade with minimum 2" asphalt overlay.

    3. Apply tack coat and asphalt concrete overlay, SM-9.5D asphalt concrete, as described here and as specified in VDOT Section 315.

    4. Note that total milling depth may vary between 2"-8". Refer to plan sheets for

reference.

3. Concrete

1. When curb and gutter or sidewalks must be cut, make the cut at the nearest construction joint.

2. Restore private entrances (where outside limits of full improvements) to match original conditions or provide no less than 6 inches of aggregate base course, whichever condition is better.

3.11 Do not block private entrances except with permission of the Traffic Engineering Department and after notification to the property owner. Maintain ingress and egress to all properties at all times.

3.12 Do not clog street drainage. Maintain shoulders, gutters, and ditches affected by trenching operations to carry drainage flows.

3.13 Temporary Repairs

1. Where it is not feasible to replace pavements in streets or private driveways immediately after completion of the excavation and backfill, furnish and place crushed stone or gravel as required to maintain traffic until the pavement can be restored. Continuously maintain the temporary crushed stone or gravel surfaces in a smooth condition, free of holes, divots or ruts, until the permanent pavement is restored. Keep dust to a minimum by applying water. An asphalt cold patch may be used in temporary repairs at the discretion of the Owner.

3.14 Protection and Restoration

A. Side Walks

1. Protect completed walks from damage. Cover completed construction, subject to continued movement of installation personnel, equipment or materials, with plywood panels to protect paver alignment and prevent depressions.

2. Restore damaged walks as directed by the Owner's representative.

3. The Contractor shall install pavers per manufacturer's recommendations. Discrepancies between this specification and manufacturer's recommendation, if any, shall be resolved in advance of installation and agreed to by the Owner's representative.

3.16 Subgrade Preparation

1. The Contractor shall verify subgrade elevations and correct discrepancies before proceeding with construction.

2. The Contractor shall verify casting elevations and reset or adjust to meet flush with finished walk surface.
3. Base course shall not be placed on frozen or muddy subgrade.

END OF SECTION 02500

SECTION 02720

STORM SEWERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

A. SUMMARY

i. Extent of storm sewage systems work is indicated on drawings and schedules, and by requirements of this section.

ii. Refer to Division-2 Section 02220 "Earthwork" for excavation and backfill required for storm sewage systems; not work of this section.

B. QUALITY ASSURANCE

i. Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm sewage system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

ii. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with storm sewage work similar to that required for project.

C. CODES AND STANDARDS

i. Plumbing Code Compliance: Comply with applicable portions of National Standard Plumbing Code pertaining to selection and installation of storm sewage system's materials and products.

ii. Environmental Compliance: Comply with applicable portions of local Environmental Agency regulations pertaining to storm sewage systems.

iii. Install system in accordance with the City of Norfolk standards and specifications.

D. SUBMITTALS

i. Product Data: Submit manufacturer's technical product data and installation instructions for storm sewage system materials and products.

ii. Shop Drawings: Submit shop drawings for storm sewage systems, showing piping materials, size, locations, and inverts. Include details of underground structures, connections, and manholes.

iii. Record Drawings: At project closeout, submit record drawings of installed storm sewage piping and products, in accordance with requirements of Division 1.

iv. Maintenance Data: Submit maintenance data and parts lists for storm sewage system materials and products. Include this data, product data, shop drawings, and record drawings in maintenance manual; in accordance with requirements of Division 1.

PART 2 - PRODUCTS

2.1 PIPES AND PIPE FITTINGS

A. General: Provide pipes of one of the following materials, of weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.

B. Reinforced Concrete Pipe: A.A.S.T.O. M170 and ASTM C 76, Class III unless otherwise indicated.

C. All PVC Storm Drain shall be ASTM D-3034-74. Pipe 8" and Larger shall be SDR-35. Pipes 6" and Smaller shall be SDR-23.5.

D. Fittings: PVC, ASTM D3034, solvent cement joint complying with ASTM D2855 using solvent cement complying with ASTM D 2564; or elastomeric joints complying with ASTM D 3212 using elastomeric seals complying with ASTM F 477.

F. Butyl Joint Sealant: Use butyl joint sealant at joints of reinforced concrete pipe. Size of sealant shall be 3/4" for 12"-21" pipe diameter, 1" for 24"-36" pipe diameter, and 1-1/4" for 42"-48" pipe diameter.

2.2. STORM SEWER DROP INLETS

A. General: Provide City of Norfolk standard storm sewer drop inlets as indicated, in accordance with detail on the plans.

B. Top: Cast concrete, flat slab type, as indicated.

C. Base: Cast concrete, as indicated.

D. Frame and Grate Cover: Cast-iron, 30" square, heavy-duty, ASTM A-48 with frame weight 277 lbs. and cover weight 160 lbs.

E. Concrete Pipe Connection: Pipes shall be concrete grouted (min 8"thick) into wall.

F. Cement: High early strength American Portland Cement of well established and approved brands and shall conform to the latest Specifications of ASTM.

G. Brick: Brick shall be all hard No. 1 brick, manufactured of clay or shale of uniform standard commercial size with straight, parallel edges and square corners, burned uniformly hard entirely through, with uniform color and uniform abrasion specifications.

H. Sand: Clean and sharp, free from deleterious substances and contain not with strength test of 105 percent at 7 days and 28 days, and a color test of not more than two (2), as set out in the ASTM Specifications.

2.3. STORM SEWER CATCH BASINS

A. General: Provide VDOT standard storm sewer catch basins as indicated, in accordance with the detail on the plans.

B. Top: As indicated on the plans.

C. Base: Cast concrete, as indicated on the plans.

D. Top casting: As indicated on the plans.

E. Concrete Pipe Connection: Pipes shall be concrete grouted (min 8"thick) into wall.

F. Cement: High early strength American Portland Cement of well established and approved brands and shall conform to the latest Specifications of ASTM.

G. Brick: Brick shall be all hard No. 1 brick, manufactured of clay or shale of uniform standard commercial size with straight, parallel edges and square corners, burned uniformly hard entirely through, with uniform color and uniform abrasion specifications.

H. Sand: Clean and sharp, free from deleterious substances and contain not with strength test of 105 percent at 7 days and 28 days, and a color test of not more than two (2), as set out in the ASTM Specifications.

2.4 STORM SEWER MANHOLES

A. General: Provide VDOT standard storm drain manholes as indicated, in accordance with the detail on the plans.

B. Top: As indicated on the plans.

C. Base: Cast concrete, as indicated on the plans.

D. Top casting: As indicated on the plans.

E. Concrete Pipe Connection: Pipes shall be concrete grouted (min 8"thick) into wall.

F. Cement: High early strength American Portland Cement of well established and approved brands and shall conform to the latest Specifications of ASTM.

G. Brick: Brick shall be all hard No. 1 brick, manufactured of clay or shale of uniform standard commercial size with straight, parallel edges and square corners, burned uniformly hard entirely through, with uniform color and uniform abrasion specifications.

H. Sand: Clean and sharp, free from deleterious substances and contain not with strength test of 105 percent at 7 days and 28 days, and a color test of not more than two (2), as set out in the ASTM Specifications.

2.5 STORM SEWER JUNCTION BOXES

A. General: Provide VDOT standard storm sewer junction box as indicated, in accordance with the detail on the plans. Junction box shall be constructed to meet H-20 traffic loads rating.

B. Top: As indicated on the plans.

C. Base: Cast concrete, as indicated on the plans.

D. Top casting: As indicated on the plans.

E. Concrete Pipe Connection: Pipes shall be concrete grouted (min 8"thick) into wall.

F. Cement: High early strength American Portland Cement of well-established and approved brands and shall conform to the latest Specifications of ASTM.

2.6 STORMWATER TREATMENT DEVICE (HYDRODYNAMIC SEPARATOR)

A. GENERAL

i. This item shall govern the furnishing and installation of the CDS® by Contech Engineered Solutions LLC (or approved equal), complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents.

ii. The Contractor shall furnish all labor, equipment and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Drawings and these specifications.

iii. The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least five (5) years and which have a history of successful production, acceptable to the Engineer.

iv. Related Sections

a. Section 02200: EARTHWORK

v. All components shall be subject to inspection by the engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.

vi. The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of twelve (12) months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.

vii. The SWTD manufacturer shall submit to the Engineer of Record a "Manufacturer's Performance Certification" certifying that each SWTD is capable of achieving the specified removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research

viii. No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

B. MATERIALS

i. Housing unit of stormwater treatment device shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Precast concrete components shall conform to applicable sections of ASTM C 478, ASTM C 857 and ASTM C 858 and the following:

a. Concrete shall achieve a minimum 28-day compressive strength of 4,000 pounds per square-inch (psi);
b. Unless otherwise noted, the precast concrete sections shall be designed to withstand lateral earth and AASHTO H-20 traffic loads;
c. Cement shall be Type III Portland Cement conforming to ASTM C 150;
d. Aggregates shall conform to ASTM C 33;
e. Reinforcing steel shall be deformed billet-steel bars, welded steel wire or deformed welded steel wire conforming to ASTM A 615, A 185, or A 497.
f. Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.

g. Shipping of components shall not be initiated until a minimum compressive strength of 4,000 psi is attained or five (5) calendar days after fabrication has expired, whichever occurs first.

h. Internal Components and appurtenances shall conform to the following:

i. Screen and support structure shall be manufactured of Type 316 and 316L stainless steel conforming to ASTM F 1267-01;

j. Hardware shall be manufactured of Type 316 stainless steel conforming to ASTM A 320;

k. Fiberglass components shall conform to the ASTM D-4097

l. Access system(s) conform to the following:

m. Manhole castings shall be designed to withstand AASHTO H-20 loadings and manufactured of cast-iron conforming to ASTM A 48 Class 30.

C. PERFORMANCE

i. The SWTD shall be capable of achieving an 80% reduction of a particle size distribution having a mean particle size (d_{50}) of 125 microns unless otherwise stated.

ii. The SWTD shall be capable of capturing and retaining 100 percent of pollutants greater than or equal to 2.4 millimeters (mm) regardless of the pollutant's specific gravity (i.e.: floatable and neutrally buoyant materials) for flows up to the device's rated-treatment capacity. The SWTD shall be designed to retain all previously captured pollutants addressed by this subsection under all flow conditions. The SWTD shall be capable of capturing and retaining total petroleum hydrocarbons. The SWTD shall be capable of achieving a removal efficiency of 92 and 78 percent when the device is operating at 25 and 50 percent of its rated-treatment capacity. These removal efficiencies shall be based on independent third-party research for influent oil concentrations representative of storm water runoff (20 ± 5 mg/L). The SWTD shall be greater than 99 percent effective in controlling dry-weather accidental oil spills.

iii. The SWTD shall be designed with a sump chamber for the storage of captured sediments and other negatively buoyant pollutants in between maintenance cycles. The minimum storage capacity provided by the sump chamber shall be in accordance with the volume listed in Table 1. The boundaries of the sump chamber shall be limited to that which do not degrade the SWTD's treatment efficiency as captured pollutants accumulate. The sump chamber shall be separate from the treatment processing portion(s) of the SWTD to minimize the probability of fine particle re-suspension. In order to not restrict the Owner's ability to maintain the SWTD, the minimum dimension providing access from the ground surface to the sump chamber shall be 16 inches in diameter.

iv. The SWTD shall be designed to capture and retain Total Petroleum Hydrocarbons generated by wet-weather flow and dry-weather gross spills and have a capacity listed in Table 1 of the required unit.

v. The SWTD shall convey the flow from the peak storm event of the drainage network, in accordance with required hydraulic upstream conditions as defined by the Engineer. If a substitute SWTD is proposed, supporting documentation shall be submitted that

demonstrates equal or better upstream hydraulic conditions compared to that specified herein. This documentation shall be signed and sealed by a Professional Engineer registered in the State of the work. All costs associated with preparing and certifying this documentation shall be born solely by the Contractor.

vi. The SWTD shall have completed field tested following TARP Tier II protocol requirements.

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPE AND PIPE FITTINGS

A. General: Install piping in accordance with manufacturer's specifications and governing authorities having jurisdiction, except where more stringent requirements are indicated.

B. Inspect piping before installation to detect apparent defects. Mark defective materials with white paint and promptly remove from site.

C. Lay piping beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert.

D. Place bell ends or groove ends of piping facing upstream.

E. Install gaskets in accordance with manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

F. Cleaning Piping: Clear interior of piping of dirt and other superfluous material as work progresses. Maintain swab or drag in line and pull past each joint as it is completed.

i. In large, accessible piping, brushes and brooms may be used for cleaning.

ii. Place plugs in ends of uncompleted conduit at end of day or whenever work stops.

iii. Flush lines between manholes if required to remove collected debris.

G. Closing Abandoned Utilities: Close open ends of abandoned underground utilities which are indicated to remain in place. Provide sufficiently strong closures to withstand hydro-static or earth pressure which may result after ends of abandoned utilities have been closed.

i. Close open ends of concrete or masonry utilities with not less than 8" thick brick masonry bulkheads. For structures, ensure the plug is flush with the interior wall and structurally sound. For pipes, ensure plug is flush with end of pipe.

H. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.

i. Make inspections after lines between manholes, or manhole locations, have been installed and approximately 2' of backfill is in place, and again at completion of project.

ii. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, correct such defects, and re-inspect.

3.2 DROP INLETS

A. General: Construct drop inlets to sizes and shapes indicated. See details on plans.

B. Set frames and grates to elevations indicated. Prior to installation, clean all YB-1 grates thoroughly and paint only the grate Yellow Alkyd Traffic Paint #22691 as manufactured by Glidden Paint Co. or approved equal. Do not paint the collar.

C. Provide VDOT IS-1 inlet shaping to all drop inlets.

3.3 CATCH BASINS

A. General: Construct catch basins to size and shapes indicated. See details on plans.

B. Set casting to top of curb elevation indicated.

C. Provide VDOT IS-1 inlet shaping to all catch basins.

3.4 STORM SEWER MANHOLES

A. General: Construct manholes to size and shape indicated. See details on plans. Prior to installation, clean thoroughly the rims of all storm drain manholes located in grassed or landscaped areas and paint the rim only Yellow Alkyd Traffic Paint #22691 as manufactured by Glidden Paint Co. or approved equal.

B. Set frames and covers to elevations indicated.

C. Provide VDOT IS-1 inlet shaping to all manholes.

3.6 STORMWATER TREATMENT DEVICE

A. The contractor shall exercise care in the storage and handling of the SWTD components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be borne by the contractor.

B. The SWTD shall be installed in accordance with the manufacturer's recommendations and related sections of the contract documents. The manufacturer shall provide the contractor installation instructions and offer on-site guidance during the important stages of the installation as identified by

the manufacturer at no additional expense. A minimum of 72 hours' notice shall be provided to the manufacturer prior to their performance of the services included under this subsection.

C. The contractor shall fill all voids associated with lifting provisions provided by the manufacturer. These voids shall be filled with non-shrinking grout providing a finished surface consistent with adjacent surfaces. The contractor shall trim all protruding lifting provisions flush with the adjacent concrete surface in a manner, which leaves no sharp points or edges.

D. The contractor shall removal all loose material and pooling water from the SWTD prior to the transfer of operational responsibility to the Owner.

3.7 BACKFILLING

A. General: Conduct backfill operations of open-cut trenches closely following laying, jointing, and bedding of pipe, and after initial inspection and testing are completed. Backfilling, lifts, and compaction is to be in accordance with the details on the plans and specifications section 02200.

i. To minimize local area traffic interruptions, allow no more than 100' between pipe laying and point of complete backfilling.

3.8 FIELD QUALITY CONTROL

A. Testing: Perform testing of completed piping in accordance with local authorities having jurisdiction.

B. Cleaning: Once the storm drainage system has been completed, the contractor shall thoroughly clean all pipes and structures of siltation and debris and maintain erosion and sediment control measures to protect the system until the completion of construction.

END OF SECTION 02720

SECTION 02900

SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes provisions for the following items:

i. Seeding.
ii. Final Grading.
iii. Ground cover.
iv. Soil amendments.

All disturbed areas within the project limits which are not located under pavements, walks and buildings shall be seeded as per the specifications contained herein.

B. Related Sections: The following sections contain requirements that relate to this Section.

i. Excavation, filling, and rough grading required to establish elevations shown on drawings is specified in Division 2 Section, "Site Earthwork."

C. Quality Control:

i. Seed shall comply with standards outlined in the U.S. Department of Agriculture Rules and Regulations under the Federal Seed
ii. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
iii. Topsoil: Before delivery of topsoil, furnish Owner with written statement giving location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown during past 2 years.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Soil analysis including:

i. Ph factor.
ii. Mechanical analysis (composition)
iii. Percentage of organic content
iv. Sufficient quantity of topsoil samples to give a representative analysis of on-site topsoil from outside sources, if any.

C. Certificate of crop purity from seed containers

i. Certificates certifying guaranteed analysis of soil supplement products as recommended by laboratory.
ii. Certificates indicating that the material is a single variety and of premium quality.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver fertilizer, lime, mulch, and seed in original unopened and undamaged containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.5 JOB CONDITIONS

A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Owner & correct conditions before planting.

1.6 SEQUENCING AND SCHEDULING

A. Planting Time: Proceed with, and complete seeding work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.

i. Plant or install materials during normal planting seasons for each type of plant material required.
ii. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.

1.7 SPECIAL PROJECT WARRANTY

A. Provide a uniform stand of grass vigorously growing by watering, mowing, and maintaining lawn areas until final acceptance by owner. Re-seed areas with specified materials, which fail to provide a uniform stand of grass, until all affected areas are accepted by the owner.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Provide new topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1/2 inch in any dimension, and other extraneous or toxic matter harmful to plant growth. It shall not be excessively acid or alkaline & shall be without admixture of subsoil. It shall contain at least 6% organic matter.

   i. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.

2.2 SOIL AMENDMENTS

A. Organic Compost: "Nature's Blend Compost" as produced by the Southeastern Public Service Authority (SPSA), or equivalent. Compost shall consist of well-broken down organic material, free of matter harmful to plant life.

B. Mulch: Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs, or other plants and consisting of the following:

   i. Shredded hardwood bark with a white wood content not to exceed 8%.

C. Commercial Fertilizer: Complete slow release fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:

   i. Fertilizer shall have an analysis of 18-24-10 and be uniform in composition, free flowing and suitable for application with approved

D. Lime: shall be ground dolomitic limestone containing not less than 85% of total carbonates and shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 100% will pass through a 20-mesh sieve. Coarser materials will be accepted provided the specified rates of application are increased proportionally on the basis of quantities passing the 100-mesh sieve, but no additional payment will be made for the increased quantity.

E. Water: The Contractor shall make, at his own expense, whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs of this contract. He shall also furnish all necessary hose, equipment, attachments, and accessories necessary the adequate irrigation of seeded areas as may be required to complete the work as specified. The water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass.

F. Seed: shall be a mixture of Southern Belle Fescue and Primavera Bermuda, with proportions of each being planted according to the seasonal chart provided in this section. All seed shall be labeled in accordance with the U.S. Department of Agriculture Rules and Regulations under the

Federal Seed Act. Seed shall be furnished in sealed standard containers. No seed which has become wet, moldy, or otherwise damaged in transit or in storage shall be acceptable. In no case shall the weed seed content exceed 1% by weight. The grass seed mixture formula in each lot of seed shall be as specified herein in planting seed.

Planting Season	Variety	Percent by weight
Season 1	Bermuda / Fescue	80% / 20%
Season 2	Fescue / Bermuda	80% / 20%
Season 3	Annual Rye (Temporary)	100%

Season 1	Season 2	Season 3
May 15 - July 15	Aug. 15 - Oct. 15	Oct. 6 - April 30

G. Lawn Mulch: Straw stalks of any threshed grain or tall hay grass stalks, free from seed bearing stalks or roots harmful to lawn growth. Mulch material containing noxious weeds, decomposed material or brittle weed material is not acceptable.

H. The contractor may substitute seeded areas with sod at no additional expense to the owner.

PART 3 - EXECUTION

3.1 PREPARATION OF SEED BED

A. Equipment necessary for the proper preparation of ground surface and for the handling and placing of all required materials shall be on hand, in good condition.

B. Clearing: Prior to the grading and tillage operations, vegetation on the site that might interfere with the seeding operations shall be treated with “round-up” as per the manufacturer’s directions. After vegetation shows the effect of the herbicide it shall be mowed, grubbed, raked and removed from the site. Prior to or during grading and tillage operations, the ground surfaces shall be cleared of all stones, roots, cable, wire, and other materials one half inch or larger that might hinder proper grading, tillage, seeding, or maintenance operations.

C. Grading: Grades on the areas to be seeded shall match those shown on the construction plans. When no grades are shown surfaces shall be left in an even and properly compacted condition so as to prevent the formation of depressions where water will stand.

D. Tillage: Undisturbed areas to be seeded shall be tilled thoroughly to a depth of at least three inches by plowing, discing, harrowing, or other approved method until the condition of the soil is acceptable. Undulations or irregularities in the surface that would interfere with further construction operations or maintenance shall be leveled before the next specified operation.

E. Finished Grading: After subgrade soil has been prepared the contractor shall provide topsoil to a minimum depth of 4". All areas to be seeded as shown on the drawings. The surface shall be

graded to eliminate any depressions which might hinder drainage. Any soil which is in a frozen or muddy condition shall not be worked.

F. Clean Up: After completion of the above operations, the surface to be seeded shall be clear of stones, and other objects larger than one half inch in thickness or diameter, and of roots, brush, wire, and maintenance operations. Paved areas over which hauling operations are conducted shall be kept clean.

3.2 APPLICATION OF FERTILIZER AND LIME

A. Fertilizer shall be distributed uniformly at the rate specified by the manufacturer over the areas to be seeded, and shall be incorporated into the soil to a depth of at least one half inch by discing, harrowing, or other acceptable methods. The incorporation of fertilizer may be a part of the tillage operation specified herein.

B. Lime: Immediately following or simultaneously with the incorporation of the fertilizer, lime shall be distributed uniformly at a rate of 40 pounds per 1,000 square feet or as recommended in the soil analysis report. Lime shall be incorporated into the soil to a depth of at least one half inch by discing, harrowing or other acceptable methods. The incorporation of the lime along with the fertilizer may form a part of the tillage operation specified herein.

3.3 APPLICATION OF SEED

A. Time of Seeding shall be between February 15 and March 15, or between September 1 and October 15. When delays in operation carry seeding work beyond the specified planting season, or when conditions are such by reason of drought, high winds, excessive moisture or other factors, that satisfactory results are not likely to be obtained, the work will be stopped and shall resume only when directed.

B. Methods of Sowing: Seed shall be broadcast either by hand or approved sowing equipment. Seed shall be applied at the rate of 6 lbs. Per 100 sf. One half the total quantity of seed shall be applied with the sower moving in one direction over the entire area. The second half shall be applied with the sower moving at right angles to initial sowing. No broadcast seeding shall be done during windy weather. Seed bed shall be lightly raked. Depth of coverage not to exceed one half inch.

C. Compacting: Immediately after the seeding operations have been completed, the entire seeded area shall be compacted by means of a roller or other approved equipment weighing 60 to 90 pounds per linear foot of roller. If thee soil is of such type that a smooth or corrugated roller cannot be operated satisfactorily, a pneumatic roller (not wobble wheel) shall be used. The pneumatic roller shall have tires of sufficient size so that complete coverage of the soil surface is obtained.

D. Mulching: Seed bed shall be mulched following the compaction operations. Mulch shall be lightly distributed over the entire seed bed at approximately 75 lbs. per 1000 sf. No masses of mulch which would inhibit seed germination shall be accepted.

E. Watering: Seed bed shall be watered immediately following mulching operation. Sufficient water shall be applied to soak seed bed to a 2 inch depth. Care shall be taken to prevent any erosion of prepared seed bed.

3.4 HYDRO SEEDING OPTION

A. The contractor has the option of hydro seeding areas indicated to be seeded, at no additional cost to the owner. If hydro seeding option is used, the contractor shall mix the seed in the presence of the Owner or his representative. Soil shall be prepared as specified in this section. Contractor shall omit the use of hay or wheat straw mulch. Seed, lime, and fertilizer shall be applied at the rates specified within this section. Wood cellulose fiber for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber, processed to contain no growth or germination-inhibiting factors and dyed an appropriate color to facilitate visual metering of the application of materials. On an air-dry weight basis, the wood cellulose fiber shall contain a maximum of 12 percent moisture, plus or minus three percent, at the time of manufacture. The ph range shall be from 3.5 to 5.0. The wood cellulose fiber shall be manufactured so that after addition and agitation in slurry tanks with fertilizers, grass seeds, water, and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry. When hydraulically sprayed on the ground the material will form a blotter-like cover impregnated uniformly with grass seed. The cover will allow the absorption of moisture and allow rainfall or applied water to percolate to the underlying soil. When hydro seeding, the seed and fertilizer, or the seed, fertilizer, and approved mulch material shall be mixed in the required amount of water to produce a homogeneous slurry and then uniformly applied under pressure at the rate of 12.75 pounds per 1000 square feet (dry weight). When wood cellulose mulch is to be incorporated as an integral part of the slurry mix, it shall be added after the seed and fertilizer have been thoroughly mixed, and shall be applied at the rate of 23 pounds per 1000 square feet (dry weight). Lime, when applied hydraulically, shall be a single, separate operation. Where seed is applied by hydro seeding, compacting as specified in this section may be eliminated.

3.5 MAINTENANCE

A. The lawn areas shall be maintained until all work on the entire contract has been completed and accepted.

B. Maintenance of lawn areas shall include watering, spot weeding, mowing, application of herbicides, fungicides, insecticides, and re-seeding until a full uniform stand of grass, free of weed, undesirable species, disease, and insects is achieved and accepted by the Owner.

C. Maintenance shall include providing protection against traffic by erecting barricades and by placing approved warning signs on the seeded areas.

D. Contractor shall lightly rake up and dispose of mulch material prior to initial mowing. Care will be taken to not disturb new lawn any more than necessary. Note: Disregard if area is hydro seeded.

E. Contractor shall mow new lawn once and dispose of excess clippings when grass reaches 2 ½ inches. Mowing height shall be 1 ½ - 2 inches.

3.6 ACCEPTANCE

A. Inspection to determine acceptance of lawns will be made by the Owner, upon the Contractor's request. Provide notification at least 2 working days before requested inspection date.

B. Lawn areas will be acceptable provided all requirements including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease and insects.

C. Upon acceptance the Owner will assume lawn maintenance.

3.7 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding/hydro seeding operations.

END OF SECTION 02900

SECTION 02910

PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Plants.
2. Fertilizers.
3. Topsoil and Planting soils.
4. Mulches.
5. Tree stabilization.
6. Landscape edgings.
7. Tree grates.

B. Related Sections:

1. Section 02050 "Demolition"

2. Section 02200 "Earthwork"

3. Section 02900 "Seeding"

1.3 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than sizes indicated diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated diameter and depth recommended by ANSI Z60.1 for type and size of plant required.

D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.

E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

F. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

G. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

H. Finish Grade: Elevation of finished surface of planting soil.

I. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

J. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

K. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

L. Planting Area: Areas to be planted.

M. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

N. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

O. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

P. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

Q. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

R. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

S. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

T. Landscaping Substantial Completion: Inspection by the City of Norfolk's - Department of Recreation, Parks, and Open Space, Division of Open Space Planning and Development, Landscape Architect to ensure that all work encompassing this specification section and the contract documents is satisfactory to the City of Norfolk. This inspection will precede the awarding of the project's substantial completion.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated, including soils.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

2. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to the Project.

3. Plant Substitutions: Substitutions of plant materials will not be permitted unless authorized in writing by Owner or Owner's Representative. If proof is submitted that any plant specified is not obtainable by two reputable plant brokers, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract price. Such proof shall be substantiated and submitted in writing to Owner at least 30 days prior to start of work under this Section. These provisions shall not relieve Contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

B. Samples for Verification: For each of the following:

1. Organic Compost Mulch: 1-pint volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

2. Mineral Mulch: 2 lb of each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on the site; provide an accurate indication of color, texture, and makeup of the material.

3. Weed Control Barrier: 12 by 12 inches.

4. Edging Materials and Accessories: Manufacturer's standard size, to verify color selected.

C. Qualification Data: For qualified landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

D. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

E. Material Test Reports: For standardized ASTM D 5268 topsoil existing native surface topsoil existing in-place surface soil and imported or manufactured topsoil. Copies of all testing results shall be submitted to the City of Norfolk's Forester, Landscape Architect, and Public Works Site Inspector.

F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before start of required maintenance periods.

G. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Installer Qualifications STRICTLY ENFORCED: A qualified landscape Installer whose work has resulted in successful establishment of plants.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.

2. Experience: Five years' experience in landscape installation in addition to requirements in Division 01 Section "Quality Requirements."

3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress. The same supervisor

shall be used throughout this project unless a substitution is approved by the Owner.

4. Personnel Certifications: Installer's field supervisor personnel assigned to the Work shall have certification in all of the following categories from the Professional Landcare Network:

   a. Certified Landscape Technician - Exterior, with installation maintenance irrigation specialty area(s), designated CLT-Exterior.

   b. Certified Landscape Technician - Interior, designated CLT-Interior.

   c. Certified Ornamental Landscape Professional, designated COLP.

5. Pesticide Applicator: State licensed, commercial.

B. Soil-Testing Laboratory Qualifications: An independent or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.

2. The soil-testing laboratory shall be given soil sampling data, with depth, location, and number of samples taken to adequately represent each soil type on project site. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.

3. All tests will be performed with the sample compacted to 30 foot pounds at 40 cm. moisture tension where applicable.

4. Report suitability of tested soil for turf growth.

   a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

   b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and

vanadium. If such problem materials are present, provide additional recommendations for corrective action.

5. If soil testing does not meet particle size distribution, physical and/or chemical properties specified; the soil shall be adjusted and re-tested, or another source secured, tested, and submitted for approval.

6. All testing will be at the expense of the contractor.

C. Percolation Test: Submit a soil percolation test report for each 200 cubic yards of proposed new planting soil, or existing stockpiled planting soil, certifying that proposed soil has a proper water absorption rate.

1. Dig a rectangular pit 12" square by 18" deep and rapidly pour water to a depth of 6" (approximately 3 ¾ gallons). Note time required for water to be completely absorbed.

2. Test holes to be dug randomly within planting locations indicated on plans to ensure areas tested specifically correlate to proposed plantings.

3. Proposed planting soils having a water absorption rate faster than 18 minutes, or slower than 30 minutes, are not acceptable.

D. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1. Contractor shall keep a copy of ANSI regulation on site while installing all plant materials.

1. Selection of plants purchased under allowances will be made by Owner, who will tag plants at their place of growth before they are prepared for transplanting.

E. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.

2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

F. Plant Material Observation: Owner may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Owner retains right to observe trees and shrubs further for size and condition of balls and root systems, growth habit, pests, disease symptoms, injuries,

and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.

G. Mandatory pre-installation Conference: Must conduct landscape pre-installation conference at Project site, include Public Works Site Inspector and designated City Landscape Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

B. Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

E. Handle planting stock by root ball.

F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.

H. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees

in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.

2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.

3. Do not remove container-grown stock from containers before time of planting.

4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Contractor is responsible for calling Miss Utility.

B. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

C. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:

1. Notify Landscape Architect Construction Manager and Owner no fewer than two days in advance of proposed interruption of each service or utility.

2. Do not proceed with interruption of services or utilities without Owner's written permission.

D. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. All ball and burlap plant material shall be installed from October 15 to March 31, unless otherwise authorized by the Department of Recreation, Parks and Open Space.

2. All container grown plant material shall be installed from September 15 to May 15, unless otherwise authorized by the Department of Recreation, Parks and Open Space.

E. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

F. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.8 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Death and unsatisfactory growth, except for defects resulting from abuse, or neglect by Owner, or incidents that are beyond Contractor's control.

b. Structural failures including plantings falling or blowing over.

c. Faulty performance of tree stabilization edgings.

d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Periods from Date of Landscaping Substantial Completion:

a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.

b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.

c. Contractor shall be responsible for complete and proper planting supports, installation layout, watering, fertilizing, and pest and pathogen control during warranty period.

d. Contractor shall be responsible for watering of installed materials during the warranty period of one year. Contractor shall be responsible for securing appropriate water source, providing the water and all associated equipment for watering at the contractor’s expense.

3. Include the following remedial actions as a minimum:

a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.

b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

c. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.

1.9 MAINTENANCE SERVICE

A. Initial Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: Maintain until Final Acceptance.

B. Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: Maintain until Final Acceptance.

C. Initial Maintenance Service for Mulching and Weeding: Provide maintenance by skilled employees of landscape Installer. Maintain mulch depth and removal of weeds as required in Part 3. Begin maintenance immediately after beds are installed and continue until Landscaping Substantial Completion is awarded by City of Norfolk – Department of Recreation, Parks, and Open Space's Landscape Architect and Parks and Forestry Department accepts the project for Landscaping Substantial Completion but for not less than maintenance period below.

1. Maintenance Period: Maintain until Final Acceptance.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous

stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots will be rejected.

2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Owner, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

D. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.

2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.

3. Provide lime in form of ground dolomitic limestone.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated.

E. Perlite: Horticultural perlite, soil amendment grade.

E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.

G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

G. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.

2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or granular texture, with a pH range of 3.4 to 4.8.

C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.

E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.4 FERTILIZERS

A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

E. Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

1. Size: 5-gram tablets.

2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

F. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

2.5 PLANTING SOILS

A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. Mix ASTM D 5268 topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Topsoil by Volume: 1:4.

2. Ratio of Loose Sphagnum Peat to Topsoil by Volume: per soil test recommendations.

3. Ratio of Loose Wood Derivatives to Topsoil by Volume: per soil test recommendations.

4. Weight of Lime per 1000 Sq. Ft.: per soil test recommendations.

5. Weight of Sulfur Iron Sulfate Aluminum Sulfate per 1000 Sq. Ft.: per soil test recommendations.

6. Weight of Agricultural Gypsum per 1000 Sq. Ft.: per soil test recommendations.

7. Volume of Sand Plus 10 Percent Diatomaceous Earth per 1000 Sq. Ft.: per soil test recommendations.

8. Weight of Bonemeal per 1000 Sq. Ft.: per soil test recommendations.

9. Weight of Superphosphate per 1000 Sq. Ft.: per soil test recommendations.

10. Weight of Commercial Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

11. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

B. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process and stockpiled on-site. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

1. Supplement with another specified planting soil when quantities are insufficient.

2. Mix existing, native surface topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

a. Ratio of Loose Compost to Topsoil by Volume: 1:2.

b. Ratio of Loose Sphagnum Peat to Topsoil by Volume: per soil test recommendations.

c. Ratio of Loose Wood Derivatives to Topsoil by Volume: per soil test recommendations.

d. Weight of Lime per 1000 Sq. Ft.: per soil test recommendations.

e. Weight of Sulfur Iron Sulfate Aluminum Sulfate per 1000 Sq. Ft.: per soil test recommendations.

f. Weight of Agricultural Gypsum per 1000 Sq. Ft.: per soil test recommendations.

g. Volume of Sand Plus 10 Percent Diatomaceous Earth per 1000 Sq. Ft.: per soil test recommendations.

h. Weight of Bonemeal per 1000 Sq. Ft.: per soil test recommendations.

i. Weight of Superphosphate per 1000 Sq. Ft.: per soil test recommendations.

j. Weight of Commercial Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

k. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

C. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Surface Soil by Volume: 1:2.

2. Ratio of Loose Sphagnum Peat to Surface Soil by Volume: per soil test recommendations.

3. Ratio of Loose Wood Derivatives to Surface Soil by Volume: per soil test recommendations.

4. Weight of Lime per 1000 Sq. Ft.: per soil test recommendations.

5. Weight of Sulfur Iron Sulfate Aluminum Sulfate per 1000 Sq. Ft.: per soil test recommendations.

6. Weight of Agricultural Gypsum per 1000 Sq. Ft.: per soil test recommendations.

7. Volume of Sand Plus 10 Percent Diatomaceous Earth per 1000 Sq. Ft.: per soil test recommendations.

8. Weight of Bonemeal per 1000 Sq. Ft.: per soil test recommendations.

9. Weight of Superphosphate per 1000 Sq. Ft.: per soil test recommendations.

10. Weight of Commercial Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

11. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

D. Planting Soil: Imported topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs, or marshes.

1. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 1 inch or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets of coarse sand, paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials harmful to plant growth; free of obnoxious weeds and invasive plants including quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass; not infested with nematodes; grubs; or other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens; friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled pore space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.

2. Mix imported topsoil or manufactured topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

a. Ratio of Loose Compost to Topsoil by Volume: 1:2.
b. Ratio of Loose Sphagnum Peat to Topsoil by Volume: per soil test recommendations.

c. Ratio of Loose Wood Derivatives to Topsoil by Volume: per soil test recommendations.

d. Weight of Lime per 1000 Sq. Ft.: per soil test recommendations.

e. Weight of Sulfur Iron Sulfate Aluminum Sulfate per 1000 Sq. Ft.: per soil test recommendations.

f. Weight of Agricultural Gypsum per 1000 Sq. Ft.: per soil test recommendations.

g. Volume of Sand Plus 10 Percent Diatomaceous Earth per 1000 Sq. Ft.: per soil test recommendations.

h. Weight of Bonemeal per 1000 Sq. Ft.: per soil test recommendations.

i. Weight of Superphosphate per 1000 Sq. Ft.: per soil test recommendations.

j. Weight of Commercial Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

k. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: per soil test recommendations.

2.6 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following (Triple Shredded Hardwood unless otherwise noted on construction drawings):

1. Type: Triple Shredded hardwood and Pine needles.

2. Size Range: 3 inches maximum, 1/2 inch minimum.

3. Color: Natural.

B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.

2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

C. Mineral Mulch: Hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of following type, size range, and color:

1. Type: Rounded riverbed gravel or smooth-faced stone.

2. Size Range: 2-4 inches.

3. Color: Black.

2.7 WEED-CONTROL BARRIERS

A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally-encountered chemicals, alkalis, and acids.

B. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, 4.8 oz./sq. yd..

2.8 PESTICIDES

A. General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.9 TREE STABILIZATION MATERIALS

A. Stakes and Guys:

1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.

2. Wood Deadmen: Timbers measuring 8 inches in diameter and 48 inches long, treated with specified wood pressure-preservative treatment.

3. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.

4. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.

5. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.

6. Guy Cables: Five-strand, 3/16-inch- diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.

7. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.

8. Proprietary Staking-and-Guying Devices: Proprietary stake and adjustable tie systems to secure each new planting by plant stem; sized as indicated and per manufacturer's written recommendations.

B. Root-Ball Stabilization Materials:

1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated; stakes pointed at one end.

2. Wood Screws: ASME B18.6.1.

3. Proprietary Root-Ball Stabilization Devices: Proprietary at- or below-grade stabilization systems to secure each new planting by root ball; sized per manufacturer's written recommendations unless otherwise indicated.

2.10 LANDSCAPE EDGINGS

A. Steel Edging: Standard commercial-steel edging, rolled edge, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.

1. Edging Size: 3/8 inch wide by 6 inches deep.

2. Stakes: Tapered steel, a minimum of 12 inches long.

3. Accessories: Standard tapered ends, corners, and splicers.

4. Finish: Standard paint.

5. Paint Color: Black.

2.11 MISCELLANEOUS PRODUCTS

A. Wood Pressure-Preservative Treatment: AWPA C2, with waterborne preservative for soil and freshwater use, acceptable to authorities having jurisdiction, and containing no arsenic; including ammoniacal copper arsenate, ammoniacal copper zinc arsenate, and chromated copper arsenate.

B. Root Barrier: Black, molded, modular panels manufactured with 50 percent recycled polyethylene plastic with ultraviolet inhibitors, 85 mils thick, with vertical root deflecting ribs protruding 3/4 inch out from panel, and each panel 18 inches wide.

C. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

D. Burlap: Non-synthetic, biodegradable.

E. Planter Drainage Gravel: Washed, sound crushed stone or gravel complying with ASTM D 448 for Size No. 8.

F. Planter Filter Fabric: Woven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.

G. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.

3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.

4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Owner and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Refer to construction documents for specific requirements on amending soils in place or excavation and replacement in preparing all planting beds (Contact Department of Recreation, Parks & Open Space / Open Space Planning and Development if construction documents do not specify requirements).

D. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Owner's acceptance of layout before excavating or planting. Make minor adjustments as required.

E. Lay out plants at locations directed by Owner. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

F. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

G. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.3 PLANTING AREA ESTABLISHMENT – SMALL SHRUBS AND GROUND COVERS

A. Small Shrubs and ground covers: plants that have a maturity height of 5’-0” or less.

B. Amend in place to create specified planting soil or excavate and replace with planting soil for planting areas to a minimum depth of 8 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. When amending topsoil to planting soil; apply one-half of the amendments directly to planting area before loosening, till areas then apply the other half and till areas again until thoroughly blended into the planting soil.

a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.

b. Mix lime with dry soil before mixing fertilizer.

c. Do not place amendments or till planting areas if planting soil or subgrade is frozen, muddy, or excessively wet.

2. When replacing soil and importing planting soil; thoroughly blend planting soil off-site before spreading or spread topsoil, apply one-half soil amendments and fertilizer on surface, till areas and then apply the other half and till areas again until thoroughly blended into the planting soil.

a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.

b. Mix lime with dry soil before mixing fertilizer.

c. Spread planting soil to a depth of 8 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

d. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

D. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

E. Application of Mycorrhizal Fungi: At time directed by Owner, broadcast dry product uniformly over prepared soil at per soil test recommendations.

3.4 PLANTING AREA ESTABLISHMENT (LARGE SHRUB AND SMALL TREE BEDS)

A. Large Shrubs and Small Trees: plants that have a maturity height above 5’-0” and below 25’-0”.

B. Amend in place to create specified planting soil or excavate and replace with planting soil for planting areas to a minimum depth of 12 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. When amending topsoil to planting soil; apply one-half of the amendments directly to planting area before loosening, till areas then apply the other half and till areas again until thoroughly blended into the planting soil.

a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.

b. Mix lime with dry soil before mixing fertilizer.

c. Do not place amendments or till planting areas if planting soil or subgrade is frozen, muddy, or excessively wet.

2. When replacing soil and importing planting soil; thoroughly blend planting soil off-site before spreading or spread topsoil, apply one-half soil amendments and fertilizer on surface, till areas and then apply the other half and till areas again until thoroughly blended into the planting soil.

a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.

b. Mix lime with dry soil before mixing fertilizer.

c. Spread planting soil to a depth of 12 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

d. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

D. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

E. Application of Mycorrhizal Fungi: At time directed by Owner, broadcast dry product uniformly over prepared soil at per soil test recommendations.

3.5 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

1. Excavate approximately three times as wide as ball diameter for balled and burlapped container-grown stock.

3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.

4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.

5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.

6. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.

7. Maintain supervision of excavations during working hours.

8. Keep excavations covered or otherwise protected when unattended by Installer's personnel.

9. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.

B. Subsoil and topsoil removed from excavations may be used as planting soil.

C. Obstructions: Notify Owner if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Owner if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.6 TREE, SHRUB, AND VINE PLANTING

A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.

1. Use planting soil for backfill.

2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Set container-grown stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1. Use planting soil for backfill.

2. Carefully remove root ball from container without damaging root ball or plant.

3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

E. Set fabric bag-grown stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1. Use planting soil for backfill.

2. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

F. Set and support bare-root stock in center of planting pit or trench with root flare 1 inch above adjacent finish grade.

1. Use planting soil for backfill.

2. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.

3. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.

4. Continue backfilling process. Water again after placing and tamping final layer of soil.

G. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.7 MECHANIZED TREE SPADE PLANTING

A. Trees may be planted with an approved mechanized tree spade at the designated locations. Do not use tree spade to move trees larger than the maximum size allowed for a similar field-grown, balled-and-burlapped root-ball diameter according to ANSI Z60.1, or larger than the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller.

B. When extracting the tree, center the trunk within the tree spade and move tree with a solid ball of earth.

C. Cut exposed roots cleanly during transplanting operations.

D. Use the same tree spade to excavate the planting hole as was used to extract and transport the tree.

E. Plant trees as shown on Drawings, following procedures in "Tree, Shrub, and Vine Planting" Article.

F. Where possible, orient the tree in the same direction as in its original location.

3.8 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines as directed by Owner.

C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Owner, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.

3.9 TREE STABILIZATION

A. Install trunk stabilization as follows unless otherwise indicated:

1. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend to the dimension shown on Drawings above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.

2. Use two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.

3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

B. Staking and Guying: Stake and guy trees more than 14 feet in height and more than 3 inches in caliper unless otherwise indicated. Securely attach no fewer than three guys to stakes 30 inches long, driven to grade.

1. Site-Fabricated Staking-and-Guying Method:

a. For trees more than 6 inches in caliper, anchor guys to wood deadmen buried at least 36 inches below grade. Provide turnbuckle for each guy wire and tighten securely.

b. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.

d. Support trees with strands of cable or multiple strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.

e. Attach flags to each guy wire, 30 inches above finish grade.

f. Paint turnbuckles with luminescent white paint.

2. Proprietary Staking and Guying Device: Install staking and guying system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

C. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.

1. Wood Hold-Down Method: Place vertical stakes against side of root ball and drive them into subsoil; place horizontal wood hold-down stake across top of root ball and screw at each end to one of the vertical stakes.

a. Install stakes of length required to penetrate at least to the dimension shown on Drawings below bottom of backfilled excavation. Saw stakes off at horizontal stake.

b. Install screws through horizontal hold-down and penetrating at least 1 inch into stakes. Predrill holes if necessary to prevent splitting wood.

c. Install second set of stakes on other side of root trunk for larger trees as indicated.

2. Proprietary Root-Ball Stabilization Device: Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

D. Palm Bracing: Install bracing system at three or more places equally spaced around perimeter of trunk to secure each palm until established unless otherwise indicated.

1. Site-Fabricated Palm-Bracing Method:

a. Place battens over padding and secure battens in place around trunk perimeter with at least two straps, tightened to prevent displacement. Ensure that straps do not contact trunk.

b. Place diagonal braces and cut to length. Secure upper ends of diagonal braces with galvanized nails into battens or into nail-attached blocks on battens. Do not drive nails, screws, or other securing devices into palm trunk; do not penetrate palm trunk in any fashion. Secure lower ends of diagonal braces with stakes driven into ground to prevent outward slippage of braces.

2. Proprietary Palm-Bracing Device: Install palm-bracing system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.10 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated in even rows with triangular spacing.

B. Use planting soil for backfill.

C. Dig holes large enough to allow spreading of roots.

D. For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.

E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.11 PLANTING AREA MULCHING

A. Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 6 inches and secure seams with galvanized pins.

B. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Trees and Tree-like Shrubs in Turf Areas: Apply organic mulch ring of 2-inch average thickness, with 36-inch radius around trunks or stems. Do not place mulch within 6 inches of trunks or stems.

2. Organic Mulch in Planting Areas: Apply 2-inch average thickness of organic mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.12 EDGING INSTALLATION

A. Steel Edging: Install steel edging where indicated according to manufacturer's written instructions. Anchor with steel stakes spaced approximately 30 inches apart, driven below top elevation of edging.

B. Shovel-Cut Edging: Separate mulched areas from turf areas, curbs, and paving with a 45-degree, 4- to 6-inch- deep, shovel-cut edge as shown on Drawings.

3.13 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Replenish mulch as necessary to maintain depths shown within the planting details and specifications.

D. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated past management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.14 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.15 CLEANUP AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.

B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

3.16 DISPOSAL

A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

PART 4 - INSPECTION AND ACCEPTANCE

4.1 LANDSCAPING SUBSTANTIAL COMPLETION

A. The contractor shall perform all necessary weeding, watering, mowing, trimming, and shall replace plants that are dead, not healthy, misshaped, or otherwise damaged.

B. City of Norfolk – Department of Recreation, Parks, and Open Space's Landscape Architect shall inspect all work and materials for Landscaping Substantial Completion upon written request by the Contractor. The request shall be received at least ten (10) calendar days before the anticipated date of inspection and sent to City of Norfolk – Department of Recreation, Parks, and Open Space's Landscape Architect.

C. Upon correction and/or replacement of all substandard work and materials by the Contractor, the Owner shall issue a certificate of Landscaping Substantial Completion. The responsibility for obtaining the Certificate of Landscaping Substantial Completion, as well as obtaining the subsequent overall Project Substantial Completion rests with the Contractor. Progress payments may be withheld unless the Contractor obtains the Certificate of Project Substantial Completion.

D. The work may be accepted in parts when it is deemed to be in the City's best interest to do so, and when written approval is given to the Contractor to incrementally complete the work. Acceptance and use of such areas by the Owner shall not waive any of the provisions of this Contract.

4.2 LANDSCAPING INSPECTION, GUARANTEE AND REPLACEMENT

A. Landscaping Inspection: Inspection of the work to determine its completion for beginning of the Landscaping Guarantee and Maintenance Period will be made by the Owner upon request for such inspection submitted by the Contractor at least (10) days prior to the anticipated date. ALL PLANTS MUST BE ALIVE AND HEALTHY.

B. After inspection, the Owner will notify the Contractor of the date to begin the Landscaping Guarantee and Maintenance Period by issuing a Notice of Acceptance, or in the event of any deficiencies, of the requirements for beginning the Landscaping Guarantee and Maintenance Period.

1. Landscaping Guarantee and Replacement: Warranty Periods from Date of Project Substantial Completion:

a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.

b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.

C. Inspections shall be made at the discretion of the owner during the Landscaping Guarantee and Maintenance Period to determine that maintenance work is being performed in accordance with the Contract. The Contractor shall accompany the Owner on these inspections.

4.3 LANDSCAPING FINAL ACCEPTANCE

A. At the end of the Landscaping Guarantee and Maintenance Period the City of Norfolk – Department of Recreation, Parks, and Open Space's Landscape Architect shall inspect all guaranteed work for Final Acceptance upon written request of the Contractor. The request shall be received at least ten (10) calendar days before the anticipated date for Final Inspection and sent to City of Norfolk - Department of Recreation, Parks, and Open Space, Attention, Landscape Architect.

B. If the Owner's inspection reveals that the Contractor has satisfactorily completed the requirements of all the contract documents, the Owner shall issue a Certificate of Final Acceptance.

END OF SECTION 02910

WITSMAN ASSOCIATES, PLC
Professionals in Geotechnical Engineering

April 28, 2016

Mr. Elmer Tolle
Blakeway Corporation
700 Independence Circle
Suite 100
Virginia Beach, Virginia 23455

e-mail: elmer_tolle@blakewaycorp.com

Subject: Pavement Coring Observations
2000 Block & 2400 Block of Lafayette Boulevard
Norfolk, Virginia
Witsman Associates Project No. 1002.48

Dear Elmer,

At your request, we performed two pavement cores, one in the 2000 block of Lafayette Boulevard, and the other in the 2400 block of Lafayette Boulevard in Norfolk, Virginia. The purpose of the cores was to provide general information regarding pavement types and pavement thickness encountered along this stretch of Lafayette Boulevard, east of the intersection with Tidewater Drive. We performed the pavement cores on April 28, 2016 at two locations selected by Blakeway Corp. The cores were terminated upon encountering the aggregate base course materials. A hand auger probe was the performed through the core hole to identify the underlying subgrade soils to a depth of about 4 feet below the pavement surface.

Lafayette Boulevard is a four lane roadway. Pavement Core PC-1 was performed within the left lane of eastbound Lafayette Boulevard, across from the Tinee Giant Convenience Store at 2001 Lafayette Boulevard. Pavement Core C-2 was performed within a small center island delineated by yellow lines between the eastbound and westbound lanes across from a pawn shop at 2417 Lafayette Boulevard. Our visual classifications of the pavement thickness and the soils encountered to the depth of about 4 feet in the hand auger probes are shown below:

Pavement Core and Hand Auger PC-1 (2001 Lafayette Boulevard)

0” to 3-1/4”	Asphalt Pavement
3-1/4” to 10”	Aggregate Base Course – Crushed stone up to 3” in size with sand matrix
10” to 18”	Silty Fine to Medium Sand FILL (SP-SM/FILL), contains washed gravel, moist, black
18” to 42”	SILTY CLAY (CL), trace sand, moist, gray
42” to 48”	Clayey SAND (SC), moist, gray with orange-brown

1505 Reynard Road ◊ Suffolk, Virginia 23433
Mobile: 757.592.7635 ◊ E-mail: witsman7635@charter.net

Pavement Core and Hand Auger PC-2 (2417 Lafayette Boulevard)

0" to 4-1/2"	Asphalt Pavement
4-1/2" to 12"	Aggregate Base Course – Crushed stone up to 3" in size with sand matrix
12" to 18"	Silty Fine to Medium Sand FILL (SP-SM/FILL), contains washed gravel, moist, black
18" to 42"	SILTY CLAY (CL), trace sand, moist, brown with orange-brown
42" to 48"	Clayey SAND (SC), moist, brown with orange-brown

Groundwater was not encountered during drilling of the hand auger probes. Black fill soils were encountered underlying the pavement section to a depth of about 18 inches.

LIMITATIONS

This field exploration report is for the exclusive use of the **City of Norfolk** and **Blakeway Corporation** as the designers of the project described herein, and may only be applied to this specific project. Our services have been performed using generally accepted standards of Geotechnical Engineering practice in the Commonwealth of Virginia. No other warranty is expressed or implied. Our firm is not responsible for conclusions, opinions or recommendations of others.

The right to rely upon this letter and the data within may not be assigned without the written permission of **Witsman Associates, PLC**. The data obtained from the cores do not reflect variations in subsurface conditions that may exist intermediate of our coring locations and in unexplored areas of the site. Should such variations become apparent during construction, it will be necessary to re-evaluate conditions based upon "on-site" observations of the conditions.

Please contact me if you have any questions regarding this field exploration program.

Sincerely,

WITSMAN ASSOCIATES, PLC

Gary R. Witsman, P.E.
President

C: 1002.48_Lafayette Blvd Pavement Cores.docx

Google earth

feet 1000

meters 400

APPENDIX II

BORING LOGS

GET Solutions, Inc.
Geotechnical • Environmental • Testing

BORING LOG
CBR-1

PROJECT: Lafayette Blvd. West Reconstruction
CLIENT: Woolpert, Inc.
PROJECT LOCATION: Norfolk, VA
PROJECT NO.: VB13-204G
BORING LOCATION: See Attached Boring Location Plan
SURFACE ELEVATION:
DRILLER: GET Solutions, Inc
LOGGED BY: E. Alshoufy, E.I.T.
DRILLING METHOD: Hollow Stem Auger
DATE: 6-14-13
DEPTH TO WATER - INITIAL*: 4' **AFTER 24 HOURS:** **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicitive of the site.

Elevation (MSL) (ft)	Depth (meters)	Depth (feet)	Description	Graphic	Sample No.	Sample Recovery	Sample Type	Blows per 6"	N-Value	% < #200
	0	0	5" Asphalt							
			12" Concrete (0.4)		1	6	SS	- - - 5	5	
			Grayish-Brown, moist, Silty fine to medium SAND (SM) with trace fine Gravel, loose "fill" (1.4)							21.3
	0.8	2	Tan, moist, Poorly graded fine to medium SAND (SP-SM) with Silt and Clay nodules, loose (2)		2	20	SS	3 4 2 3	6	
	1.6	4	Orange, wet, Poorly graded fine to medium SAND (SM), loose (4)		3	18	SS	2 2 3 4	5	
	2.4	6	Tan, wet, Poorly graded fine to medium SAND (SP-SM) with Silt, medium dense (6)		4	24	SS	7 7 5 8	12	
	3.2	8	Orange/Gray, wet, Poorly graded fine to medium SAND (SP-SM) with Silt, loose (8)		5	24	SS	2 3 4 6	6	
	4	10	Boring terminated at 10 ft.							
		12								
		14								

TEST RESULTS
Plastic Limit ├┤ Liquid Limit
Moisture Content - ●
N-Value - ▨
10 20 30 40 50 60 70

Notes:

*The initial groundwater reading may not be indicative of the static groundwater level.

SS = Split Spoon Sample
ST = Shelby Tube Sample
HA = Hand Auger Sample
BS = Bulk Sample
WOH = Weight of Hammer

Standard Penetration Tests were performed in the field in general accordance with ASTM D 1586.

BORING LOG
CBR-2

PROJECT: Lafayette Blvd. West Reconstruction
CLIENT: Woolpert, Inc.
PROJECT LOCATION: Norfolk, VA
PROJECT NO.: VB13-204G
BORING LOCATION: See Attached Boring Location Plan
SURFACE ELEVATION:
DRILLER: GET Solutions, Inc
LOGGED BY: E. Alshoufy, E.I.T.
DRILLING METHOD: Hollow Stem Auger
DATE: 6-14-13
DEPTH TO WATER - INITIAL*: 6' **AFTER 24 HOURS:** **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicitive of the site.

Elevation (MSL) (ft)	Depth (meters)	Depth (feet)	Description	Graphic	Sample No.	Sample Recovery	Sample Type	Blows per 6"	N-Value	% < #200
	0	0	2.5" Asphalt (0.2)							
			7" Aggregate Base Material (0.79)							
			Grayish-Brown, moist, Sandy Silty CLAY (CL-ML) with trace fine Gravel, very stiff "fill"		1	4	SS	24 12 4 2	16	51.9
		2	(2)							
	0.8		Mottled Gray to Orange, moist, Silty fine to medium SAND (SM), loose		2	24	SS	2 2 3 4	5	
		4								
	1.6				3	24	SS	4 6 8 9	14	
			(5.5)							
		6	Gray, moist, Poorly graded fine to medium SAND (SP-SM) with Silt, medium dense (6)							
			Gray, wet, Poorly graded fine to medium SAND (SP), medium dense		4	24	SS	9 11 13 13	24	
	2.4	8								
					5	24	SS	5 4 7 9	11	
		10								
	3.2		Boring terminated at 10 ft.							
		12								
	4									
		14								

TEST RESULTS
Plastic Limit ├┤ Liquid Limit
Moisture Content - ●
N-Value - ▨
10 20 30 40 50 60 70

Notes:

*The initial groundwater reading may not be indicative of the static groundwater level.

SS = Split Spoon Sample
ST = Shelby Tube Sample
HA = Hand Auger Sample
BS = Bulk Sample
WOH = Weight of Hammer

Standard Penetration Tests were performed in the field in general accordance with ASTM D 1586.

KEY TO SYMBOLS

Symbol	Description
Strata symbols	
	Paving
	Concrete
	Fill
	Poorly graded Sand with Silt
	Silty Sand
	Poorly graded Sand
	Aggregate Base Material
Misc. Symbols	
	Water table during drilling

Notes:

1. Exploratory borings were drilled on 6-14-13 using a 4-inch diameter continuous flight power auger.

2. No free water was encountered at the time of drilling or when re-checked the following day.

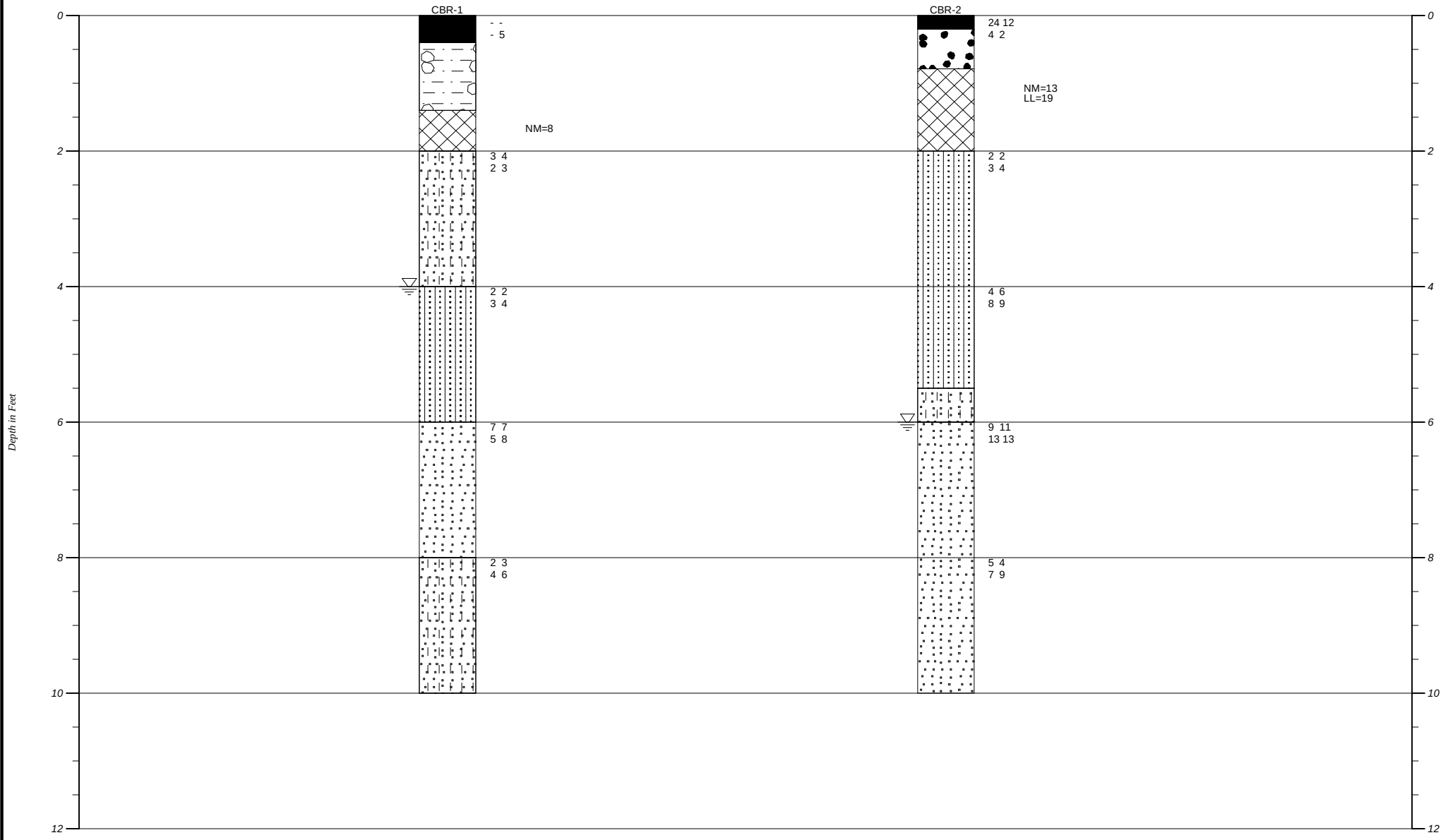
3. Boring locations were taped from existing features and elevations extrapolated from the final design schematic plan.

4. These logs are subject to the limitations, conclusions, and recommendations in this report.

5. Results of tests conducted on samples recovered are reported on the logs.

APPENDIX III

GENERALIZED SOIL PROFILE



Strata symbols

- Paving
- Concrete
- Fill
- Poorly graded Sand with Silt
- Silty Sand
- Poorly graded Sand
- Aggregate Base Material

GET Solutions, Inc.

GENERALIZED SOIL PROFILE

HORIZONTAL SCALE:	DRAWN BY/APPROVED BY	DATE DRAWN
VERTICAL SCALE: 1"=2'		7/26/2013

Lafayette Blvd. West Reconstruction

PROJECT NO. VB13-204G

FIGURE NUMBER