# **Newport News Special Provisions to the HRPDC Regional Construction Standards (6<sup>th</sup> Edition)**

Revised 28 August 2019

#### **General Conditions**

## A. Contractor Experience:

The Contractor shall have five (5) years of experience in relevant construction (sanitary, storm, water, and roadway rebuilding). Any site superintendent, at the time of bid, shall possess ten (10) years of experience in relevant construction (sanitary, storm, water, and roadway rebuilding). Also, a minimum of three (3) years of work experience with Municipalities and or VDOT is required.

## B. Work on Sunday and City Holiday:

Time is of the essence on this contract. In order to maintain schedule, the Contractor may choose to work on Sunday or any City holiday. The Contractor shall be required to pay the City for project inspection services for those days. The payment rate is established at \$75.00 per inspector, per hour, for each hour the inspector(s) provides the inspection service, which shall include travel to and from the site. The Contractor shall submit with each monthly invoice a check payable to The City of Newport News in an amount equivalent to the hours of inspector service times the rate for the specific billing period. There shall be a minimum service time of two (2) hours per Inspector.

The Contractor shall request approval from the City of any scheduled work on Saturdays, Sundays or City Holidays a minimum of 72 hours prior to the scheduled work date. Approval by the Director of the Department of Engineering or his representative is required for work on Saturdays, Sundays and City Holidays. There is no obligation or requirement that the City provide this service and the City cannot guarantee the availability of an Inspector.

NOTE: This requirement may not apply to contracts where work hour restrictions established by the City will require Sunday or Holiday work.

## C. Coordination with Private and Public Utility Adjustments or Relocations:

At points where the Contractor's operations are adjacent to any public or private utility, damage to which might result in considerable expense, loss or inconvenience, work shall not commence until all arrangements necessary for the protection or relocation thereof have been completed.

The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and adjustment operations in order that these operations may progress in a reasonable manner and that duplication of adjustment work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted. Costs incurred by the Contractor from failure to coordinate this work with utility relocations shall be borne solely by the Contractor. In the event of interruption to any utility service as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. The Contractor shall be responsible for any damage to utilities due to neglect or due to his methods of performing the work and shall be responsible for the cost of restoring the utility to satisfactory service.

## D. Authority of the Engineer:

The Contractor shall perform all of the work specified herein under the general direction and to entire satisfaction, approval, and acceptance of the Engineer. The Engineer shall decide all questions relating to measurements of quantities, the character of the work performed and as to whether the rate of progress will insure completion within the contract time. All

questions as to the meaning of the specifications will be decided by the Engineer, and he/she shall have the authority to stop the work if necessary to insure its proper execution.

## E. Construction Inspection Office Notification:

The Contractor shall notify construction inspection five (5) days prior to beginning construction. Contact the construction inspection office at (757) 933-2311.

## **TECHNICAL SPECIFICATIONS**

Modifications to Regional Construction Standards

Section	Title	Page	Subsection	Modification
101	General Definitions	101-1	1.3	Application for Payment- The form provided in the Contract Documents which is to be used by the Contractor in requesting progress and final payments and which is to include such supporting documentation as is required by the Contract Documents The Contractor shall use the City's Project and Contract Management System (Projectmates) for the electronic submission of invoices and change orders. Submissions for payment shall be based on the pricing contained in the contract documents.
101	General Definitions	101-1	1.4	<i>Bid</i> - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
101	General Definitions	101-1	1.5	Bid Documents – The entire invitation for bid issued by the City Documentation issued prior to the bid date, including documentation accompanying the Bid (Drawings, Project Specifications, HRPDC Regional Construction Standards, Addenda, and Special Provisions) and any other Post Bid documentation incorporated by the City-submitted prior to the Notice of Award.
101	General Definitions	101-1	1.7	Bonds - Performance and Labor and Material Payment Bonds furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents. The Contractor's surety shall be licensed in the Commonwealth of Virginia.
101	General Definitions	101-1	1.8	Bid Security - Bid Bonds and other instruments of surety, furnished by the Contractor or the Contractor's surety in accordance with the Contract Documents.  The Contractor's surety shall be licensed in the Commonwealth of Virginia.
101	General Definitions	101-2	1.25	Laws and Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction. The contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations.

Section	Title	Page	Subsection	Modification
101	General Definitions	101-2	1.28	Notice - All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the Contract Documents. The City's primary communications shall be through email for routine correspondence; however, more formal communications will sent via email and U.S. Postal Service. Any written notice by either party to the Agreement shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the Agreement, or to his, their, or its authorized agent, representative or officer, or when enclosed in a postage envelope addressed to such last known business address and deposited in a United States mailbox. Notice shall be deemed received the day the email is sent or within 3 business days of U.S. Mail Service postmark date. The email date shall have precedence over the U.S. Mail date.
101	General Definitions	101-3	1.30	The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. <b>The "Owner" and the "City" are synonymous;</b> References to "Owner" shall be construed to mean "The City of Newport News".
101	General Definitions	101-3	1.31	Owner's Representative - The person, firm or corporation named by the Owner to act as the Owner's agent. The Owner's Representative is an authorized City employee.
101	General Definitions	101-3	1.36	Responsible Bidder - A person or firm who, in the sole opinion of the Owner, has the capability in all respects, to fully perform the contractual requirements as well as the moral and business integrity and reliability to assure good faith performance. A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance and who has been prequalified, if required.
101	General Definitions	101-3	1.37	Responsive Bidder - A—person or firm who has submitted a bid that conforms in all material respects to the Bid Documents. A person who has submitted a bid which conforms in all material respects to the invitation for bid.
101	General Definitions	101-3	1.44	Specifications - Any description of the physical or functional characteristics or of the nature of a good, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a good, service or construction item for delivery. Includes those portions of the Contract Documents or HRPDC Regional Construction Standards consisting of written

Section	Title	Page	Subsection	Modification
				technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
102	Invitation for Bids	102		City of Newport News shall use its own form. (Delete this page, moved information to the cover page and next page.)
102	Short Form	102		City of Newport News shall use its own form. (Delete this page, moved information to the cover page and next page.)
102	Bid Documents	102-4	1.3	1.1 The Special Provisions for this Project as set forth in Section 110 were prepared by and are dated  Additional Special Provisions for this Project appear as modifications to the <b>Owner or by</b> HRPDC Regional Construction Standards by strike-through, deletions and bold type for additions in Sections 100 through 109.
				The Drawings for this Project, prepared by and dated
102	Examination of Contract Documents and Project Site	102-4	2.	Examination of <b>Bid</b> Contract Documents and Project Site
102	Interpretations and Addenda	102-5	3.1	No oral explanation in regard to the meaning of the Bid Contract Documents will be made, and no oral instructions will be given before the award of the Work. Discrepancies, omissions or doubts as to the meaning of the Bid-Contract Documents shall be communicated in writing to the Owner for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their Bids. Any interpretation made will be in the form of an addendum to the Bid Contract Documents, which will be forwarded to all known Bidders, and its receipt shall be acknowledged on the Bid form. All questions shall be received no later than 7 days prior to the date for opening of Bids. Questions regarding this Invitation for Bids (IFB) must be received prior to the date and time posted on the cover page.  Changes or supplemental instructions to this Invitation for Bids will be posted online with this solicitation. It is the Bidder's responsibility to check for addenda prior to the bid due date and time to ensure that all addenda are received.

Section	Title	Page	Subsection	Modification
				The City posts all solicitations and related addenda on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar.
102	Interpretations and Addenda	102-5	3.2	Addenda may also be issued to modify the <b>Bid</b> Contract-Documents.
102	Bid Security	102-5	4.1	Each bid shall be accompanied by a Bidder's bond issued by a company authorized and licensed to transact business as surety in the Commonwealth of Virginia, a certified check, or cash escrow, in an amount equal to not less than five (5) percent of the total amount of the bid, made payable to the City of Newport News Virginia. Upon approval of the Owner's attorney, in accordance with Section 2.2 4338, Code of Virginia, 1950, as amended, and with Section Sec. 2-565.3. of the Code of the City/County of Newport News, Virginia, as amended, a Bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds for the amount required for the Bid Security. The Bid Security shall be accompanied by a certified copy of the power of attorney for the surety attorney-in-fact. Said bid security shall be left with the Owner, subject to the conditions specified herein, as a guarantee of good faith on the part of the Bidder that if the bid is accepted, the Bidder shall execute the contract. If a certified check is offered as guarantee, it shall be made payable to the City of Newport News.
102	Bid Security	102-5	4.2	The Bid Security shall be returned to all except the three (3) lowest Bidders within ten (10) days after the date of Bid opening. The Bid Security will be returned to the three (3) lowest Bidders within five (5) days Letters of credit, cash escrow or certified checks will be returned after the execution of an Final Agreement and Performance and Payment Bonds and Certificates of Insurance have been approved by the Owner. None of the three (3) lowest—Bids—shall—be—deemed—rejected, notwithstanding acceptance of one of the Bids, until the Agreement—has—been—executed—by—both—the Owner and the Successful Bidder.
102	Preparation of Bid	102-6	6.8	A City of Newport News Ordinance requires all contractors performing work in the City of Newport to have a Newport News Business License. The Business License must be obtained

Section	Title	Page	Subsection	Modification
				prior to award of contract. All Bids shall be balanced. Such items as profit and general overhead expenses shall be distributed uniformly over all pay items. Other expenses such as labor, materials, engineering, supervision, etc. shall be distributed uniformly among those pay items to which these expenses pertain. Any bid which the City considers unbalanced may be rejected if it cannot be resolved to the City's satisfaction during discussions.  Additive bid items are those in addition to the base
102	Additive Bids	102-7	10.1	Bid items. Bidders shall submit additive Bids on all items as shown on the Bid form. Award shall be based on the lowest responsive and responsible Bid for base Bid plus all additive bid items listed and in accordance with any criteria in the Special Provisions.
102	Alternate Bids	102-7	10.2	Alternate bid items are those where more than one type of improvement may be considered for a portion or all of the Work due to the character of the improvement and uncertainties which may be encountered during construction. If alternate Bids are requested for a portion of or all of the Work, Bidders shall submit alternate Bids for all alternate(s) the Bidder or its Subcontractor is qualified to perform. Award shall be based on the lowest responsive and responsible Bid for the base Bid plus the amount added or deleted for the alternate bid items selected by the Owner and in accordance with any criteria in the Special Provisions. The alternates selected shall be at the sole discretion and in the best interests of the Owner.
102	Submission of Bids	102-8	11.8	The Bidder shall complete and submit a Bid Surety/Bid Bond: A bidder's bond or certified check in the amount of five percent (5%) of the amount bid shall accompany any bid in access of \$100,000.00 for the bid to be acceptable. A copy of the form is included in Section 102, III in this section.
102	Bids to Remain Subject to Acceptance	102-8	13.1	<b>REPLACE:</b> "extend the acceptance period an additional 90 days with the consent with "extend the acceptance period for up to an additional 90 days with the consent"
102	Withdrawal of Bids	102-9	14.2	In accordance with Section 2.2 4330(A)(i) of the Code of Virginia, as amended, if the Bid price was substantially lower than the other Bids solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which

Section	Title	Page	Subsection	Modification
				unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn and provided further the Bidder shall give notice in writing of his claim of right to withdraw within two (2) business days after the Bid opening, then the Bid may be withdrawn. The Bidder shall, within the following two (2) business days provide the subjective data required in this section to satisfy the Owner's representative that the grounds for such withdrawal do exist.  A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from
				consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. Such mistake shall be proved only from the original work papers,
				documents and materials delivered as required herein. The work papers, documents, and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of section 2-557.2(f) of the Code of the City of Newport News.
102	Withdrawal of Bids	102-9	14.7	If withdrawal of any Bid is denied, the Bidder shall be notified in writing stating the reasons for this decision. Any Bidder who desires to appeal a decision denying withdrawal of Bid shall, as sole remedy, institute legal action provided by Section 2.2 4358 and Section 2.2 4364(B), Code of Virginia, 1950, as amended.
				The purchasing agent shall notify the bidder in writing within five (5) business days of his decision regarding the bidder's request to withdraw its bid. If the purchasing agent denies the withdrawal of a bid under the provisions of this section, he shall

Section	Title	Page	Subsection	Modification
				state in such notice the reasons for his decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the purchasing agent shall return all work papers and copies thereof that have been submitted by the bidder.
				In evaluating Bids, the City shall evaluate per City Code the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, unit and lump sum prices, and additive/alternate bid items if requested in the Bid form.  Sec. 2-563 Award of contract to lowest, responsive, responsible bidder.  The purchasing agent shall award contracts governed by this division to the lowest responsive, responsible bidder. When the terms and conditions for multiple awards are provided in the invitation
				for bids, awards may be made to more than one (1) bidder. In determining the lowest responsive, responsible bidder, in addition to price, the agent shall consider:  (1) The ability, capacity and skill of the bidder to perform the contract or
102	Evaluations of Bids	102.9	15.1	provide the service required.  (2) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
				(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
				(4) The quality of performance of previous contracts or service.
				(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
				(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
				(7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

Section	Title	Page	Subsection	Modification
				(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
				(9) The number and scope of conditions attached to the bid.
102	Evaluation of Bids	102-10	15.5	Unless all Bids are canceled or rejected, the Owner reserves the right granted by Section 2- 563.2 of the Code of the City of Newport News 2.2 4318 of the Code of Virginia as amended, to negotiate with the lowest responsible, responsive Bidder to obtain a Contract Price within the funds budgeted for the construction project. Negotiations with the lowest Bidder may include both modification of the Contract Price and the Scope of Work/Specifications to be performed. The Owner shall initiate such negotiations by Written Notice to—with the lowest responsible, responsive Bidder that its Bid exceeds the available funds and that the Owner wishes to negotiate a lower Contract Price. The Owner and the lowest responsive, responsible Bidder shall agree to the times, places, and manner of negotiations.
102	Evaluation of Bids	102-10	15.7	The Owner reserves the right to waive minor informalities as defined in the Code of the City of Newport News Section 2-564 (b) Virginia Code Section 2.2 4301 in the Bid, to reject any/or all Bids, to award any Bid in whole or in part, and to award the Bid considered to be in the best interest of the Owner.
102	Qualifications of Bidders and Subcontracts	102-10	16.1	The Contractor's Questionnaire is included in the Bid Documents and shall be submitted at such time and date directed by the Owner. upon request within 72 hours. This information will assist the Owner in investigations and determination of the Contractor's qualifications to perform the Work.
102	Qualifications of Bidders and Subcontracts	102-10	16.3	The apparent low Bidder shall, submit to the Owner a list of all Subcontractors who will be performing Work on the Agreement at such time and date directed by the Owner. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of experience and qualification for each such Subcontractor, person and organization. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, the Owner may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. For any Subcontractors,

Section	Title	Page	Subsection	Modification
				other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award, it will be deemed the Owner has no objection.
102	Qualifications of Bidders and Subcontracts	102-11	16.4	By submitting their Bid, Bidders certify that they are not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.
102	Sham or Collusive Bids	102-11	17.2	The provisions contained in Sections 2.2 4367 through 2.2 4377, Code of Virginia, as amended, Sec. 2-580 through Sec. 2-584, City Code, shall be applicable to all contracts solicited or entered into by Owner. By submitting their Bids, all Bidders certify that their Bids are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Bidder, Supplier, manufacturer or subcontractor in connection with their Bid, and they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
102	Immigration Reform and Control Act of 1986	102-11	19.1	By submitting their <b>bid</b> proposal, Bidders/offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
102	Bid Form	102-13	III.	Form customized for the City of Newport News
102	Bid Bond	102-19	IV.	City of Newport News Form
102	Questionnaire	102-20	V.	The following questions shall be answered in full and returned with the bid. Failure to submit may result in a determination of non-responsive.
102	Certification of Compliance with Immigration Laws and Regulations	102-26	Paragraph 2.	Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Newport News or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. This certification is hereby incorporated into the contract documents.

Section	Title	Page	Subsection	Modification
102	Safety Certification Form	102-28	VIII.	May be as shown or in another format, including digital as presented by the City.
103	Notice of Award	103-1	1.1	DELETE: A Notice of Award will be issued by the Owner, or the Bids rejected as soon as reasonably possible, but no later than 90 Days after the date of the opening of Bids. The Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date, or extend the acceptance period an additional 90 days with the consent of the apparent low bidder and surety.  Refer to Section 102 13.1 for Bid acceptance schedule.
103	Notice of Award	103-1	1.2	The Owner reserves the right to waive any minor informalities, to reject any and all Bids in whole or in part, and may advertise for new Bids if, in its judgment, the best interests of the Owner will be served.
103	Notice of Award	103-1	1.3	At the time of the issuance of the Notice of Award, the Owner shall publicly post an announcement of the award on/at the (name of site, bid board, newspaper, etc.)  A Notice of Award will be posted with the original solicitation on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations and related awards on eVA is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar.
103	Signing of Agreement	103-1	2.1	When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by 4 original copies a copy of the Agreement, with all other written Contract Documents attached. Within 7 10 Days thereafter the Contractor shall sign and deliver the original copy of the Agreement and attached documents to the Owner with the required Bonds Bid Security, Certificate of Insurance and Safety Certification Form. Within 30 Days thereafter the Owner shall deliver one fully signed copy to the Contractor. Please note that the City uses Docusign to obtain signatures on contracts/agreements. The individual who signed the bid or an authorized signature authority will receive an email requesting electronic signature on the contract.
103	Insurances Requirements	103-2	4.2 A. (1)	AADD: Alternate Employer Endorsement

Section	Title	Page	Subsection	Modification
103	Insurances Requirements	103-3	4.2 A. (2) 6.	ADD: Pollution coverage
103	Insurances Requirements	103-3	4.2 A. (2) 7.	ADD: Marine Liability coverage
103	Insurances Requirements	103-3	4.2 C	The Owner shall be named as an additional insured on the Commercial General Liability per ISO 2010 or equivalent on a primary basis unless the policy language includes the Owner as an additional insured. The Owner shall also be named as an additional insured under the completed operations hazard. The Contractor shall obtain a waiver of subrogation from its insurers on Worker's Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. Owner's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.
103	Insurances Requirements	103-4	4.2 I.	If the project, which the Contractor undertakes may create environmental damage, the Contractor is required to provide insurance against such loss, with the City named as an additional insured.
103	Notice of Award	103-5	II.	City of Newport News Form - May be as shown or in another format, including digital as presented by the City.
103	Agreement	103-6	III.B.	This Project has been designed by who is hereinafter called the Engineer and who is to act as the Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. In the event the Owner, at any time and in the Owner's sole discretion should not require the services of the Engineer for any or all parts of the project, the power, duties, and responsibilities conferred hereto to the Engineer shall be construed to be those of the Owner or its authorized representative.
103	Agreement	103-6	III. C.	All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of Substantial Final Completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies

Section	Title	Page	Subsection	Modification
				may be exercised at any time within the period of any applicable statute of limitations.
103	Agreement	103-6	III. D.	The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.  The Contract Price is
103	Performance Bond	103-11	IV.	Delete -Performance Bond City of Newport News Performance Bond.
103	Payment Bond	103-13	V.	Delete -Payment Bond City of Newport News Labor and Materials Bond
103	Notice to Proceed	103-15	VI.	May be as shown or in another format, including digital as presented by the City.
103	Escrow Agreement	103-17	VIII.	Delete –Escrow Agreement  City of Newport News Escrow Agreement.
105	Working Hours	105-9	VIII.	Normal working hours shall be <b>8</b> a.m. to <b>5</b> p.m., Monday through Friday, except that Work shall not start any earlier than one-half hour after sunrise or continue beyond one-half hour prior to sunset. If the Contractor desires to perform Work outside the normal working hours, on holidays, or on weekends, the Contractor shall request permission, in writing, 48-hours in advance to allow arrangements to be made. The Contractor <b>shall</b> be charged an inspection fee <b>of \$75.00 per hour including travel</b> by the Owner if such Work is approved. Where the Owner

Section	Title	Page	Subsection	Modification
				specifically directs the Contractor to work outside of normal working hours, no inspection fee will be imposed. The Owner may refuse the Contractor permission to work outside the normal working hours. The Contractor shall make reasonable efforts to avoid undue noise during the night and on weekends, including, but not limited to, fireproof covering necessary to dampen excessive noise from engines or pumps which operate before 7:00 a.m. and after 9:00 p.m., if it is necessary to work at those times.
105	Removal of unacceptable work	105-12	XII. 12.4	If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any surety or other party. If the Contractor does not remedy, remove, or replace the rejected or condemned Work as instructed by the Owner within the time period stated by the Owner but in no case to exceed 30 Days or a longer period agreed to in writing by the owner and the contractor after receiving written Notice, such remedy, removal, or replacement may be accomplished by the Owner at the Contractor's expense.
105	Claims	105-13	XVI. 16.1	All claims, disputes, demands and other matters in question arising out of or relating to the Agreement or the Contract Documents, except for claims which have been waived by the Contractor's acceptance of final payment, will be addressed in accordance with the provisions of the Virginia Public Procurement Act or Chapter 2, Article XX, Sections 2-552 through 2-585 of the City Code and as stated herein; provided, however, the provisions of Section 2.2-4366 of that Act will not be applicable without the separate express written consent of the Owner. If there is a conflict between the Virginia Public Procurement Act and the City Code, the City Code shall prevail.
105	Claims	105-14	XVI. 16.3	All claims, disputes, and other matters relating to or arising out of the Agreement or the Contract Documents pertaining to the performance of the Work and claims in respect to changes in the Contract Price or Contract times shall be submitted to the Owner and Engineer in writing. Written Notice of each such claim, dispute or other matter shall be delivered by the

Contractor to the Engineer and the Owner promptly (but in no event later than twenty (20) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the Engineer and the Owner promptly, (but not later than twenty (20) days) after the start of such occurrence or event and monthly thereafter for continuing events unless the Owner and Contractor mutually agree in writing to extend the time required to submit the written Notice to allow for the submission of additional accurate data in support of such claim, dispute or other matter. The Owner shall submit any response to the Engineer and the Contractor within twenty (20) days after receipt of the Contractor's last submittal (unless the Owner requests reasonable additional time to evaluate the claim).

The Engineer shall render a non-binding and non-final written recommendation regarding the manner in which to resolve the dispute within twenty (20) days of receipt of the Owner's response. Engineer's written recommendation shall be used to assist the Owner and Contractor towards the expeditious and amicable resolution of their dispute.

Within ten (10) twenty (20) days of the delivery of recommendation. Engineer's written senior representatives of the Owner and the Contractor, having authority to settle the dispute, and the Engineer, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to exercise their reasonable and good faith efforts to expeditiously resolve the dispute. The Owner's and Contractor's representatives will participate in good faith during the negotiation and will each have authority to approve changes in the Contract Time and Price, if any, to the extent allowed under the City's **Procurement Ordinances.** 

In the event a mutually acceptable agreement cannot be reached through negotiation within twenty (20) days of the delivery of Engineer's written recommendation, (or mutually agreeable longer period), or if either party will not meet within ten (10) days of the delivery of said written recommendation, the Owner or Contractor may declare, by written Notice, delivered to the other party and to the Engineer, that the negotiation was unsuccessful. If Owner chooses non binding mediation, it shall be a condition precedent to the institution of any further administrative, legal or equitable proceedings by either party.

In the event that the negotiation process specified above is unsuccessful, the Contractor may proceed

Section	Title	Page	Subsection	Modification
				by invoking the administrative procedures identified in Section 2-577 through 2-577.2 of the City Code and the City Administrative Appeals Procedure both of which are available for viewing on the Office of Purchasing webpage at <a href="https://www.nnva.gov/purchasing">www.nnva.gov/purchasing</a> under Vendor Resources. Should the Contractor invoke the administrative procedures, the process must be exhausted prior to entering into non-binding mediation or instituting legal action.
				In the event that the negotiation process is unsuccessful Should the Administrative Appeals Procedure be exhausted and prior to instituting legal action in accordance with City Code and upon the Owner's request that the parties participate in non-binding mediation, the parties shall endeavor to agree to a single mediator to mediate the dispute in a session not to exceed one-half day in length, unless extended by the agreement of both parties. If the parties cannot agree on a single mediator, they shall request the chief judge of the local state circuit court to designate a mediator. Unless the parties mutually agree otherwise, the mediation shall occur within ten (10) days of the mediator's selection. The mediation shall be paid by the parties on a pro rata basis. The costs of the mediation shall be paid by the parties on a pro rata basis.
				The results of successful mediation will be implemented by a Change Order. Should the mediation be unsuccessful, it shall be terminated by written Notice to all involved by the mediator or Owner or Contractor.
105	Claims	105-15	XVI. 16.4	In the event that the Owner does not elect mediation or the mediation is unsuccessful, a formal proceeding may then be instituted by either party in a forum of competent jurisdiction within the Owner's locality. The parties' Agreement, Contract Documents, and their performance obligations shall be governed, interpreted and enforced pursuant to the laws, ordinances, and regulations of the Owner's locality City, and in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of law principles thereof.
				All disputes arising out of or relating to this Agreement, the Contract Documents, or the performance obligations of the parties shall be brought in the Newport News Circuit Court Circuit Court or federal Court in Virginia United States District Court for the Eastern District of Virginia, Newport News Division if federal jurisdiction

Section	Title	Page	Subsection	Modification
				exists having jurisdiction over the location where the Work will be or has been performed. The Agreement and the Contract Documents shall be governed by, enforced and interpreted pursuant to the laws of the Commonwealth of Virginia and the Ordinances of the City of Newport News without regard to conflicts of law principles.
105	Notice to Comply	105-18	XIX.	The Notice to Comply Order may be as shown on 105-18 or in another format, including digital as presented by the City.
105	Stop Work Order	105-19	XX.	The Notice to Comply Order may be as shown on 105-19 or in another format, including digital as presented by the City.
107	Protection of Work, Property & Persons	107-4	III. 3.15	The Contractor will notify the affected property owners, in writing 10 Days prior to commencement of Work. "Affected Property Owners" shall be those property owners whose properties are affected by construction on the Project in the following manner: (i) restrained access to and from residences and business locations; (ii) interference with the right to enjoy one's residence or business free of disturbing and unusual environmental changes as a result of the Project, such as excessive noise, dust, light, as well as unusual working hours and odors; and (iii) the relocation of personal property, such as trees, shrubs, plants and flowers, play equipment, portable buildings, fences and automobiles, which must be moved as a result of the Project. Such Notice shall be deemed properly given if mailed by first class, postage prepaid, to the address for the property owners shown in the local tax records.
107	Environmental Stipulations	107-8	IV. 4.4	Siltation and Erosion Control/Erosion & Sediment Bond:  Each Bidder shall submit a letter of certification from their surety that an Erosion and Sediment Control Surety Bond in the amount indicated in Section 102—the Invitation for Bids, will be issued if the Bidder is awarded the contract. Excavation shall be done in such a manner that there are no violations of the State of Virginia "Erosion and Sediment Control Handbook."
107	Warranty and Guarantee	107-8	VII. 7.1	The Contractor shall warrant and guarantee to the Owner that all Work is in accordance with the Contract Documents and is not defective. Prompt notice of all defects shall be given to the Contractor. The Contractor shall promptly correct all defective Work performed and replace defective materials or items found deficient during the final inspection, in a

Section	Title	Page	Subsection	Modification
				manner satisfactory and at no additional cost to the Owner for a period of one (1) year following the date of Substantial Final-Completion; provided, however, if the local ordinances or code regarding warranties and guarantees, or if any provision in the local ordinances or code regarding the timing of performance or defect bonds conflicts with such one (1) year period, the local ordinance or code shall control. This warranty and guarantee shall not operate as a waiver of any of the rights and remedies of the Owner for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.
107	Opening Sections of Projects to Traffic	107-9	VIII 8.2	On any section of the Work opened by order of the Owner where the Contract Documents do not provide for traffic to be carried through the Work and the Contractor has not been dilatory in prosecuting the Work, the Contractor will not be required to assume any expense entailed in maintaining the road for traffic unless the problem is caused by inadequate or defective work by the Contractor. Such expense will be borne by the Owner or will be compensated for by Change Order. Repair of slides and repair of damage attributable to traffic will be compensated for by Change Order. The cost of all other repairs shall be borne by the Contractor.
107	SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN- OWNED BUSINESS REQUIREMENTS	107-10	X. 10.1	The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders may be requested to complete the SMB, WBE, MBE and SDV Business Requirements form and submit it with the bid.
107	Availability of Funds	107-10	IV. 11.1	A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
107	Conflict	107-10	V.	In the event of a conflict between the contract

Section	Title	Page	Subsection	Modification
			12.1	documents, including the terms and conditions and the terms of a purchase order or related document issued by the Office of Purchasing, the contract documents shall control.
107	Mandatory Use of City Forms	107-10	VI. 13.1	Failure to submit a bid on the official city form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
107	RIGHTS UNDER ANTITRUST LAWS	107-10	VII. 14.1	The Bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
107	INDEPENDENT CONTRACTOR	107-10	XV. 15.1	The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
107	SEVERABILITY	107-10	XVI. 16.1	If any provision of the Contract resulting from this Invitation for Bids or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
108	Suspension of Work	108-4	VIII 8.1	The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor. Such Notice shall specify the date on which Work shall be resumed and the Contractor shall resume the Work on the date so specified. The Contractor will be allowed an increase in the Contract Price (Only if the Contractor can prove that the delay resulted in increased costs) or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes a valid claim in accordance with the Contract Documents, except that

Section	Title	Page	Subsection	Modification
				no such increase or extension shall be allowed if the suspension was due to a failure by the Contractor to perform the Work in accordance with the Agreement.
108	Liquidated Damages	108-7	X. 10.4 C.	DELETE: If Substantial Completion is not achieved by the time of Final Completion then liquidated damages for both Substantial and Final Completion shall run concurrently until Substantial Completion is achieved.
108	Separate Contracts by Owner	108-8	XI. 11.1	The Owner reserves the right to award other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of this Agreement. The Contractor shall afford other separate Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor shall take all reasonable action to coordinate its Work with theirs. If the work performed by the separate Contractor is defective or so performed as to prevent the Contractor from performing the Work, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall undertake investigations to determine if evidence supports the Contractor's claim and take such appropriate steps as are necessary to allow the Contractor to perform Work under the Agreement, and appropriate extensions of time and change orders will be given to the Contractor, pursuant to the Agreement, to compensate for any delays and extra costs caused by separate Contractor's performance.
109	Application for Progress Payment by Contractor	109-3	1.4 A.	Unless otherwise provided in this Section, the Owner shall make monthly progress payments to the Contractor on the basis of a duly certified and approved Application for Payment for Work performed in digital or other format as presented by the City during the preceding calendar month as approved by the Owner.
109	Review of Applications for Progress Payments	109-3	1.6 B.	The Owner shall, within 30 Days after acceptance of the Application for Payment, make payment to the Contractor. The Owner may refuse to make payment of the full amount because claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work, or because Liens or claims against the bonds posted by the contractor have been filed in connection with the Work, or because there are other claims entitling the Owner to a set-off against the payment. The Owner shall give the Contractor immediate written Notice stating the reasons for its failure to make payment.

Section	Title	Page	Subsection	Modification
109	Retained Funds	109-5	1.7 A.	The Owner shall retain <b>five</b> percent (5%) of the total amount of each partial progress payment to assure faithful performance of the Agreement by the Contractor. The Owner will release all retainage upon Final Payment unless there are outstanding claims of the Owner against the Contractor.
109	Retained Funds	109-5	1.7 B.	Pursuant to and in accordance with Sections 2.556 and 2.566.1 of the City Code 2.2 4334 of the Code of Virginia, the Contractor may exercise the option to use the escrow account utilization procedure with respect to retained funds. The Contractor may do so by indicating its preference for this procedure in the appropriate space provided on the Bid form.
109	Final Payment	109-7	1.9	After the Contractor has completed all corrective Work as determined by a final inspection to the satisfaction of the Owner and has delivered all maintenance and operations manuals, schedules, guarantees, bonds, certificates of inspection, and other documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for partial progress payments. Within thirty (30) Days after approval, the Owner shall pay to the Contractor the amount stated, less all prior payments and advances to or for the account of the Contractor and any amounts due under pending claims by the Owner against the Contractor. All prior estimates and payments including those relating to extra Work shall be subject to correction by this payment, which is called the Final Payment. The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or Final Payment by the Owner nor the issuance of a Certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.
109	Final Payment	109-7	1.12	The Owner, before making any payment, including the final payment, if it is deemed that such procedure necessary to protect his interests, may require the Contractor to furnish an affidavit—Unconditional Waiver and Release Upon Final Payment 109-12 X. from all subcontractors and material suppliers used in conjunction with this Contract that each has been paid in full, or in the alternative, an affidavit that so far as he has knowledge or information, all payments have been made and that there is no basis under which

Section	Title	Page	Subsection	Modification
				a claim against the payment bond could be filed. However, the Owner may make payments in part or in full to the Contractor without requiring the affidavits, and the payments so made shall not impair the obligations of any Surety or Sureties on any bond or bonds furnished under this Contract.
109	Final Payment	109-8	1.13	The Owner, before making any payment, including the final payment, if it is deemed that such procedure necessary to protect his interests, may require the Contractor to furnish an Affidavit of Payment of Claims form 109-12 V.
109	Change Orders and Field Orders	109-8	2.1	The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order in digital or other format as presented by the City.
109	Change Orders and Field Orders	109-8	2.2 3.	In any case such change involves extra Work which is performed by a Subcontractor, the Contract Price shall be increased by (a) the amount paid by the Contractor to the Subcontractor for such extra Work, and (b) seven and one-half percent (7-1/2%) of the amount paid to the Subcontractor to cover the Contractor's additional job (field and home office) overhead and (c) five percent (5%) of the sum of (a) and (b) to cover Contractor's additional job profit. On Work performed by the Subcontractor, the Subcontractor shall be allowed overhead and profit in accordance with paragraph C (1) above.
109	Change Orders	109-10	III.	May be as shown or in another format, including digital as presented by the City.
109	Application for Payment	109-11	IV.	May be as shown or in another format, including digital as presented by the City.
109	Affidavit of Payment of Claims	109-12	V.	May be as shown or in another format, including digital as presented by the City.
109	Certificate of Substantial Completion	109-13	VI.	May be as shown or in another format, including digital as presented by the City.
109	Statement of Surety Company	109-14	VII.	May be as shown or in another format, including digital as presented by the City.
109	Contractor's Release	109-15	VIII.	May be as shown or in another format, including digital as presented by the City.

Section	Title	Page	Subsection	Modification
109	Manhole/ Structure Protective Post Installation	109- 16-17	IX.	May be as shown or in another format, including digital as presented by the City.
109	Unconditional Waiver and Release upon Final Payment	109- 18-25 <b>109-18</b>	X.	Deleted – Standard Bid Items and Units  Added- Unconditional Waiver and Release upon Final Payment
109	Independent Waiver Based on Prior Payments	109-19	XI.	Added- Independent Waiver Based on Prior Payments
200	Products and Materials	200-13	V. Products - 5.10 Sanitary Force Main Systems - B.2.b.	Deleted
200	Products and Materials	200-16	V. Products - 5.10 Sanitary Force Main Systems - C.	<b>Add:</b> 11. To be used only for directional drill applications that is approved by the Director of Engineering.
200	Products and Materials	200-17	V. Products - 5.10 Sanitary Force Main Systems - D.	<b>Add:</b> 11. To be used only for directional drill applications that is approved by the Director of Engineering.
200	Products and Materials	200-24	V. Products - 5.11 Sanitary Gravity Sewer Systems - A.3.	<b>Revise:</b> 3.DI pipe for Gravity Sewer Systems shall be minimum thickness Class 52 and shall be a minimum pressure class 350 psi"
200	Products and Materials	200-25	V. Products - 5.11 Sanitary Gravity Sewer Systems - B.3.	<b>Revise:</b> 3. PVC pipe sizes 4-inched through 15-inches in diameter shall conform to ASTM D3034 SDR 26
200	Products and Materials	200-25	V. Products - 5.11 Sanitary Gravity Sewer Systems - C.	Deleted
200	Products and Materials	200-37	V. Products - 5.17 Topsoil - B.	Replace Second Sentence with: "It shall consist of natural, friable, loamy soil without admixtures of subsoil or other foreign materials and shall be free from stumps, roots, hard lumps, stiff clays, stones, noxious weeds, brush, or other litter
200	Products and Materials	200-58	5.21.1.F Manhole Rehabilitation using Cementitious Products	Add: b. (1), Infiltration Control Mix shall be Permacast Dry, Permacast Plug or approved equal.
200	Products and Materials	200-58	5.21.1.F Manhole Rehabilitation using Cementitious Products	Add: c.(1).a. Grouting Mix shall be Permacast Plug, Permacast Patch, or approved equal.
200	Products and Materials	200-59	5.21.1.F Manhole Rehabilitation using Cementitious Products	<b>Add:</b> d. (2).a. High Performance Mix shall be MS-10,000 or approved equal.

Section	Title	Page	Subsection	Modification
200	Products and Materials	200-59	5.21.1.F Manhole Rehabilitation using Cementitious Products	Add: d. (2).b. High Performance Mix shall include ConShield admixture.
301	Clearing & Grubbing	301-5	III. Measurement for Payment	Delete: Section III Measurement for Payment
302	Drainage Structures	302-5	Add: 2.1 Stormwater Sewer Pipe Rehabilitation By Cured-In-Place Method	a. No work shall be performed by the Contractor except in the presence of the Owner's inspection personnel, unless otherwise approved. Prior to initiation of the Work the Contractor shall submit one set of CDs/DVDs with logs from each of the preinstallation television inspections performed.  b Storm sewer cleaning shall be as specified in "Section 810 – Sewer Line Cleaning" of the Hampton Roads Planning District Commission Regional Construction Standards, (HRPDC Regional Construction Standards), latest edition.  c. Television inspection shall be as specified in "Section 811 – Television Inspection" of the HRPDC Regional Construction Standards, latest edition.  d. Bypass pumping shall be as specified in "Section 812 – Bypass Pumping" of the HRPDC Regional Construction Standards, latest edition.  e. Pipe rehabilitation by cured-in-place pipe method shall be as specified in "Section 813 – Pipe Rehabilitation by Cured-in-Place Method" of the HRPDC Regional Construction Standards, latest edition,
302	Drainage Structures	302-7	III. Measurement for Payment	Delete: Section III Measurement for Payment
303	Earthwork	303-4	II. Execution - 2.1 Roadway Earthwork - J.	Add: Select material shall be Type 1 with a minimum CBR of 20 as specified in the VDOT Road & Bridge Specifications.
303	Earthwork	303-11	II. Execution - 2.2 Trenching, Backfilling, and Compacting - E.1.	Add: Initial backfill shall be select material Type 1 with a minimum CBR of 20 as specified in the VDOT Road & Bridge Specifications to a depth of 12" above the pipe.
303	Earthwork	303-11	II. Execution - 2.2 Trenching, Backfilling, and Compacting - E.2.	<b>Revise:</b> "2. Pipe shall be bedded in accordance with the drawings. Bedding materials shall be Compacted Granulated material (Gravel- Max size <sup>3</sup> / <sub>4</sub> ") VDOT No. 57 stone. Crushed Concrete is acceptable when approved by the Director of Engineering.

Section	Title	Page	Subsection	Modification
303	Earthwork	303-11	II. Execution - 2.2 Trenching, Backfilling, and Compacting - E.3.	Add: Select material shall be sandy soils Type II and Type III as specified in the VDOT Road & Bridge Specifications.
303	Earthwork	303 13-19	III. Measurement for Payment	Delete: Section III Measurement for Payment
305	Subgrade and Shoulders	305 1-2	III. Measurement for Payment	Delete: Section III Measurement for Payment
309	Aggregate Base Course	309 2-3	III. Measurement for Payment	Delete: Section III Measurement for Payment
310	Tack and Prime Coat	310 3-4	III. Measurement for Payment	Delete: Section III Measurement for Payment
313	Asphalt Surface Treatment	313-4	III. Measurement for Payment	Delete: Section III Measurement for Payment
315	Asphalt Concrete Pavement	315 4-5	III. Measurement for Payment	Delete: Section III Measurement for Payment
317	Pavement Patching	317-2	II Execution, 2.1 General	ADD: F. Patching for Small Excavations (2' x 2' or smaller) and General Excavations (no dimension greater than 20'):  1. Sawcut pavement edge to undisturbed base stone a minimum of 1' on all sides outside of excavation.  2. Extend asphalt cutback to gutter pan or curb if within 2' of gutter pan or curb from sawcut line. 3. Extend asphalt cutback to full lane width if excavation disturbs more than 50% of lane width.  4. Multiple excavations within 10' edge to edge must be treated as a single continuous patch.  G. Restoration for Trenches (any dimension greater than 20'):  1. Mill and pave a minimum of 5' in travel directions (5' prior to the edge of trench and 5' beyond the edge of trench) and 3' perpendicular to travel directions, measured from the edge of the excavation.  2. Mill and pave full road width if excavation disturbs more than 50% of full road width.  3. Mill and pave full lane width if excavation disturbs more than 50% of full lane width.  4. Patch is not permitted for Trenches.  H. Special Rules for restoration of pavement cut(s) installed within 4 years of roadway construction/reconstruction.  1. Cuts are generally prohibited, but may be allowed with mill and pave restoration as described below:  a. Mill and pave a minimum of 10' (10' beyond the edges of excavation) in travel directions measured from the excavation edge for the full width of the asphalt. No minimum excavation size limits apply.  b. On roads with 4 lanes or more and no median, the minimum paving width can be reduced to half of the

Section	Title	Page	Subsection	Modification
				existing paved width if the excavation affects less than half of the existing paved width. c. On divided roadways, the road width is measured from curb to curb (including median curbs), or edge of pavement if curb not present.  I. Cores (6" diameter approximately) 1. Corings may be epoxyed back into the core hole if material is in good condition.
				J. Pavement Markings 1. All pavement markings must be restored in accordance with section 704.
317	Pavement Patching	317-3	III Measurement for Payment	City Pavement Patching Cost Participation  1. Where the City participates in costs for pavement patching or milling and paving, the participation costs shall be paid on completion of the entirety of the pavement work and acceptance by the City.  2. The City's Pavement Condition Index (PCI) can be found  at <a href="http://nngov.maps.arcgis.com/apps/webappviewer/index.html?id=e9ac2f4aaef64b4e883e3e7ca912f94d">http://nngov.maps.arcgis.com/apps/webappviewer/index.html?id=e9ac2f4aaef64b4e883e3e7ca912f94d</a> 3. The City will not participate in patching costs for small and general excavations regardless of Pavement Condition Index (PCI).  4. For Trenches:  a. Where PCI is 65 or higher, the City will not participate in milling and paving costs.  b. Where PCI is 10 or less, the City will pay 100% of milling and paving costs.  c. For PCI from 11 to 64, the City will pay a percentage of milling and paving costs as set forth below:  PCI City Participation  11 to 15 95%  16 to 20 90%  21 to 25 85%  26 to 30 80%  31 to 35 70%  36 to 40 60%  41 to 45 50%  46 to 50 40%  51 to 55 30%  56 to 60 20%  61 to 64 10%
317	Pavement Patching	317-3	III. Measurement for Payment	Delete: Section III.A thru E
406	Reinforcing Steel	406-2	III. Measurement for Payment	Delete: Section III Measurement for Payment
414	Riprap	414-3	III. Measurement for Payment	Delete: Section III Measurement for Payment

Section	Title	Page	Subsection	Modification	
501	Underdrains	501 1-2	III. Measurement for Payment	Delete: Section III Measurement for Payment	
502	Concrete Items	502-1	1. General -1.1	Delete: "composite detectable warning surface." Replace with: "concrete pavers with detectable warning surface".	
502	Concrete Items	502-9- 10	II. Curb Cut Ramp 1-9	<b>Replace:</b> "warning surface tile" with "warning surface paver"	
502	Concrete Items	502 10-13	III. Measurement for Payment	<b>Delete:</b> Section III Measurement for Payment	
505	Guardrail and Steel Median Barriers	505 2-3	III. Measurement for Payment	<b>Delete:</b> Section III Measurement for Payment	
507	Fences	507 1-2	III. Measurement for Payment	Delete: Section III Measurement for Payment	
510	Relocating or Modifying Existing Miscellaneous Items	510-2	II. Execution - 2.3 Signs	Add: "Reinstalled signs shall be installed to current Owner's specifications and inspected by Owner's Traffic Operations staff prior to finspection."	
510	Relocating or Modifying Existing Miscellaneous Items	510-2	II. Execution - 2.4 Mailboxes and Newspaper Boxes	Add: "Mailboxes and newspaper boxes that are to be located within the clear zone as defined by the AASHTO shall be of a breakaway design a	
510	Relocating or Modifying Existing Miscellaneous Items	510 2-3	III. Measurement for Payment	<u> </u>	
511	Allaying Dust	511 1-2	III. Measurement for Payment	Delete: Section III Measurement for Payment	
512	Maintaining Traffic	512-1	Entire Section	<b>Define:</b> It is to be understood that every mention of the <i>Virginia Work Area Protection Manual</i> is to be interpreted as, the Virginia Work Area Protectio Manual along with the City of Newport New Supplement to the Virginia Work Area Protectio Manual.	
512	Maintaining Traffic	512 2-6	III. Measurement for Payment		
513	Mobilization	513-1	III. Measurement for Payment	Delete: Section III Measurement for Payment	
515	Planning or Milling Pavement	515-4	III. Measurement for Payment	Delete: Section III Measurement for Payment	

Section	Title	Page	Subsection	Modification	
521	Pavers	521-1	General-I1.1	Delete Second Sentence: "For composite detectab warning surface panels, refer to section 502 Newport News has deleted composite detectab warning surface panels and requires concrete pave with detectable warning surface.	
521	Pavers	521-12	III. Measurement for Payment	Delete: Section III Measurement for Payment	
530	Abandonment of Existing Pipelines and Structures	530 4-6	III. Measurement for Payment	Delete: Section III Measurement for Payment	
531	Contaminated Groundwater Management	531-3	I. III. Measurem ent for Payment	Delete: Section III Measurement for Payment	
602	Topsoil	602-2	III. Measurement for Payment	Delete: Section III Measurement for Payment	
603	Seeding	603-5	III. Measurement for Payment	Delete: Section III Measurement for Payment	
604	Sodding	604-2	III. Measurement for Payment	<b>Delete:</b> Section III Measurement for Payment	
605	Planting	605 4-5	III. Measurement for Payment	Delete: Section III Measurement for Payment	
606	Rolled Erosion Control Products (RECP)	606-2	III. Measurement for Payment	Delete: Section III Measurement for Payment	
608	Mowing	608 1-2	III. Measurement for Payment	Delete: Section III Measurement for Payment	
700	Traffic Control Devices	700-1	I. General - 1.2 Materials - I.4. (bullet 1)	<b>Delete and Replace with:</b> "•110 MPH design wind speed shall be used in the designs. The alternate method for wind pressures provided in Appendix C shall not be used."	
700	Traffic Control Devices	700-1	I. General - 1.2 Materials - I.4. (bullet 2)		
700	Traffic Control Devices	700 2-4	III. Measurement for Payment	Delete: Section III Measurement for Payment	
700	Traffic Control Devices	700-2	II. Execution - F.	Replace: ADD: Modified Sections of VDOT Road and Bridge Specifications  VDOT Road and Bridge Specifications, Section 700.03 — General Requirements, (b) Lighting Structures: Lighting Structures shall be of a one-piece or sectional single unit, tubular form, and shall be round or multisided, unless otherwise specified in the contract documents. Multisided poles shall have at least eight	

Section	Title	Page	Subsection	Modification
				sides. Pole shafts shall have a removable cap fastened by at least three screws.
				1. High Mast Lighting Structures (Lengths of 55 feet or greater) shall be galvanized steel and shall have at least the minimum number and diameter of anchor bolts specified in the Standard Drawings. Aluminum structures shall not be allowed. Washers are required above and below the base plate.
				2. Conventional Lighting Structures (Lengths less than 55 feet) shall be galvanized steel or aluminum, unless otherwise specified in the contract documents. Poles requiring a foundation and shall have at least the minimum number and diameter of anchor bolts specified in the Standard Drawings.
				VDOT Road and Bridge Specifications, Section 700.03 – General Requirements, (c) Signal Poles and Mast Arms:  Signal Poles and Mast Arms shall be galvanized steel, unless otherwise specified in the contract documents, of a one-piece or sectional single unit, tubular form, and shall be round or multisided. Multisided poles shall have at least eight sides. Pole shafts and mast arms shall have a removable cap fastened by at least three screws. If field adjusting of mast arm length is required, the end cap shall snugly fit the arm after adjustment.
				VDOT Road and Bridge Specifications, Section 700.03 – General Requirements, (d) Luminaire arms: Luminaire arms shall be manufactured of the same material (aluminum or galvanized steel) as the supporting structure.
				VDOT Road and Bridge Specifications, Section 700.03 – General Requirements, (e) Camera Poles: Camera Poles for the support of ITS equipment shall be galvanized steel of a one-piece or sectional single unit, tubular form, and shall be round or multisided, unless otherwise specified in the contract documents. Multisided poles shall have at least eight sides. They shall have at least four anchor bolts. Foundations for overhead sign structures shall be spread footings unless inadequate soil conditions require deep foundation systems, i.e., drilled piers, driven piles. Drilled foundations may be permitted except for single-pole structures, i.e., overhead single-pole-inend forms, cantilever, or butterfly. Signal pole foundations shall be drilled unless otherwise shown
				Drilled foundations may be permitted exc single-pole structures, i.e., overhead single- end forms, cantilever, or butterfly. <u>Sigr</u>

Section	Title	Page	Subsection	Modification		
704	Pavement Markings and Markers	704 1-2	III. Measurement for Payment	Delete: Section III Measurement for Payment		
801	Water Distribution Systems	801 19-25	III. Measurement for Payment	Delete: Section III Measurement for Payment		
802	Sanitary Gravity Sewer Systems	802-5	II. Execution - 2.2 Pipe Installation - C.	Add: 11. Pipe Connection. A DFW/HPI non-shear coupling, Mission Flex Seal ARC Coupling, or approved equal shall be used between transitions of pipe materials and connections to existing pipe.		
802	Sanitary Gravity Sewer Systems	802-15	III. Measurement for Payment - A.	Add: 4. Pipe bedding shall be Type III, minimum, all ductile iron sanitary sewer pipes. Pipe bedd shall be Type IV, minimum, for all plastic sanitapipe. Bedding shall be compacted granula material (Gravel-Max size 3/4") #57 Stone. Crush Concrete is acceptable when approved by the Direct of Engineering.		
802	Sanitary Gravity Sewer Systems	802-15	III. Measurement for Payment - A.	Add: 5. Special Water Main Crossing. Measurement and payment shall be at the unit price per linear foot installed for each section of ductile iron sewer pipe installed and field measured in accordance with the detail shown on the plans."		
802	Sanitary Gravity Sewer Systems	802-16	III. Measurement for Payment - B.	Add: 3. Pipe bedding shall be Type III, minimum, for all ductile iron sanitary sewer pipes. Pipe bedding shall be Type IV, minimum, for all plastic sanitary sewer pipe. Pipe bedding shall be compacted granulated (gravel- max size <sup>3</sup> / <sub>4</sub> ") #57. Crushed Concrete is acceptable when approved by the City."		
802	Sanitary Gravity Sewer Systems	802-16	III. Measurement for Payment - B.	<b>Add:</b> 4. Payment for sewer laterals to include demolition, removal and disposal of existing laterals.		
802	Sanitary Gravity Sewer Systems	802-18	III. Measurement for Payment - C.	Add: 6. Manholes. The unit price shall also include ConShield additive to be used in the concrete mix as per the manufacturer's recommendations on all concrete manhole sections and use of a geotextile fabric under the stone base. No manhole steps to be used.		
802	Sanitary Gravity Sewer Systems	802-19	III. Measurement for Payment	Add: J. Connections to Proposed Manhole from Existing Pipe, Complete-in-Place. Connections to proposed manholes will be paid for each connection installed and satisfactorily tested. Payment will include materials, excavation, backfilling, dewatering, testing, and all other work incidental to the connection to the proposed manholes in accordance with the detail shown on the plans.		
803	Sanitary Force Main Systems	803 15-18	III. Measurement for Payment	Delete: Section III Measurement for Payment		
804	Boring and Jacking	804-4	III. Measurement for Payment	<b>Delete:</b> Section III Measurement for Payment		

Section	Title	Page	Subsection	Modification
805	Separation of Water Mains and Sewers	805-2	III. Measurement for Payment	<b>Delete:</b> Section III Measurement for Payment
806	Horizontal and Directional Drilling	806 10-11	III. Measurement for Payment	Delete: Section III Measurement for Payment
810	Sewer Line Cleaning	810 7-8	III. Measurement for Payment	Delete: Section III Measurement for Payment
811	Television Inspection	811 7-8	III. Measurement for Payment	Delete: Section III Measurement for Payment
812	Bypass Pumping	812 4-5	III. Measurement for Payment	Delete: Section III Measurement for Payment
813	Pipe Rehabilitation by Cured-In-Place Pipe Method	813 14-15	III. Measurement for Payment	Delete: Section III Measurement for Payment
815	Pipe Bursting	815-9	III. Measurement for Payment	Delete: Section III Measurement for Payment
816	Sewer Pipe Joint Testing	816-7	III. Measurement for Payment	Delete: Section III Measurement for Payment
817	Chemical Grouting	817 9-10	III. Measurement for Payment	Delete: Section III Measurement for Payment
818	Point Repair by Excavation	818 3-4	III. Measurement for Payment	Delete: Section III Measurement for Payment
819	Insitu Structural Point Repair	819-3	III. Measurement for Payment	Delete: Section III Measurement for Payment
820	Insitu Point Repair by Sectional Lining	820-3	III. Measurement for Payment	Delete: Section III Measurement for Payment
821	Sanitary Sewer Service Reconnections	821-3	II. Execution - 2.2 Installation - B.4.	Deleted
821	Sanitary Sewer Service Reconnections	821-4	II. Execution - 2.2 Installation - B.5	Deleted
821	Sanitary Sewer Service Reconnections	821-5	II. Execution - 2.2 Installation - B.6	<b>Add:</b> g. The same qualified lining contractor that performed the CIPP lining shall perform all Inserta Tee work.

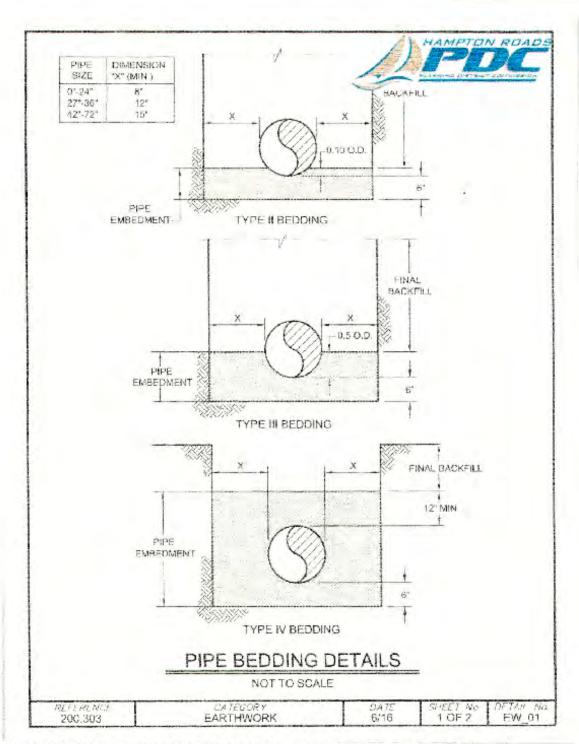
Section	Title	Page	Subsection	Modification			
821	Sanitary Sewer Service Reconnections	821 6-7	III. Measurement for Payment	Delete: Section III Measurement for Payment			
822	Manhole Rehabilitation	822-12	II. Execution	<b>Renumber:</b> 2.7 FINAL ACCEPTANCE to 2.8 FINAL ACCEPTANCE			
822	Manhole Rehabilitation	822-12	II. Execution	Replace 2.7 with: 2.7 STAINLESS STEEL INSERTS, For new and existing sanitary manholes inserts shall be Parson's vented stainless steel manhole inserts. Inserts for existing manholes shall be field measured for proper size and installed under existing dust cover, if applicable. The standard manhole frame sizes ranges from 21" to 26 3/4" OD.			
822	Manhole Rehabilitation	822-12	III. Measurement for Payment	Add: C. Payment shall be made at the unit price bid of each. Parson's vented stainless steel manhole inserts installed and field verified. Included in the cost is the following: 1. Measuring of existing cover. 2. Removal/replacement of existing manhole and dust cover.  3. Installation of vented stainless steel manhole insert under dust cover, if applicable. Traffic control required to perform the required work.			
823	Sliplining	823 8-9	III. Measurement for Payment	Delete: Section III Measurement for Payment			

## STANDARD DETAILS

Modifications To the HRPDC Regional Construction Standard Details

Detail	s To the HRPDC Regional Construction Standard  Name	Notes and Modifications
DS-04	Curb Inlet/Catch Basin	Add: Note #4 – Plaster interior face of concrete wall with ½" 1:2 cement mortar mix.  Note #5 – All concrete shall be air-entrained and 3500 PSI (minimum) design strength.
EW-01	Pipe Bedding Details	Sheet 2 Add: Note 10. Crushed Concrete is acceptable when approved by the City.  Sheet 2 Delete and Replace Note 2 with: Bedding shall be Compacted Granulated material #57 stone choked with sand or 21A.  Sheet 1 Delete: Type II Bedding.
EW-02	Payment Limits Trench excavation and Backfill	Sheet 2 Delete Sheet 2
EW-03	Trench Width Detail for Payment of Contingent Items	Sheet 1: Delete Type II Bedding.
EW-04	Typical Trench Detail for HDPE (Type S) Storm Drain Pipe	<b>Sheet 2 Add Note 7:</b> HDPE storm pipe shall not be used in the City's Right-of-Way, unless approved by the City.
SS-01	Standard Precast Concrete Manhole w/Extended Monolithic Base	Revise: Detail note "Support Pipe and Manhole on 6" Min. of #57 Stone with Woven geotextile fabric. (Greater Depths may be required in poor soils.)"  Revise: Note #1 "Precast Concrete Manhole to be in Compliance with ASTM C-478, 4000 psi."  Add Note #6: Conshield additive is required in all concrete. Add Note #7: Manhole steps are not required.
SS-02	Precast Concrete Shallow Manhole	Revise: Detail note "Support Pipe and Manhole on 6"Min. of #57 Stone with Woven geotextile fabric. (Greater Depths may be required in poor soils.)"  Revise: Note #2 "Precast Concrete Manhole to be in Compliance with ASTM C-478, 4000 psi."  Add Note #3:Conshield additive is required in all concrete.
SS-03	Sanitary Sewer Straddle Manhole	Revise: Detail note "Support Pipe and Manhole on 6" Min. of #57 Stone with Woven geotextile fabric. (Greater depths may be required in poor soils.)" Revise: Note #1 "Precast Concrete Manhole to be in Compliance with ASTM C-478, 4000 psi" Add Note #4: Conshield additive is required in all concrete. Add Note #5: Manhole steps are not required.
SS-09	Sanitary Sewer Manhole Casting (24")	<b>Add:</b> Detail note #5: Provide Parson's vented stainless steel manhole inserts.
SS-11	Sanitary Service Lateral Clean Out Frame and Cover	<b>Add Note:</b> 5. Frame and cover shall be painted fluorescent green.
SS-14	Sanitary Sewer Service Connection  Deep Sanitary Sewer Service Connection	Add Note: 5. Cap shall be PVC and inverted.  Revise: Detail note "Compacted #57 Stone."

SS-17	Force Main Saxophone	<b>Revise :</b> Detail note 3 "Coat Manhole with epoxy per locality requirements"
SS-19	Manhole Insert	Add: Detail note #6: Provide Parson's vented stainless steel manhole inserts. Inserts shall fit under the existing dust cover. The outside diameter of the insert shal be 23.5-inches.
CI-08	Residential Entrance w/out Curb and Gutter	Remove and Replace with: Modified CI_08
RC-01	Pavement Patching For Flexible Pavement	Delete Notes and Replace with: NOTES: 1.) Minimum pavement sections will be as shown in the attached TABLE 1 – Pavement Design below. 2.) Total utility patch asphalt depth shall be the total asphalt depth shown in TABLE 1 or the total existing pavement depth whichever is greater. Surface asphalt (SM-9.5) of depth shown in TABLE 1.0 shall be provided. 3.) See special provision sections 317.II Execution.2.1 General F thru J and 317.III Measurement for Payment. F. for required extents of restoration. 4.) Backfill to be placed and compacted according to specifications section 303. Backfill shall be select material Type I with a minimum CBR of 20 as specified in the VDOT Road & Bridge Specifications. 5.) Backfill material per specifications section 200.



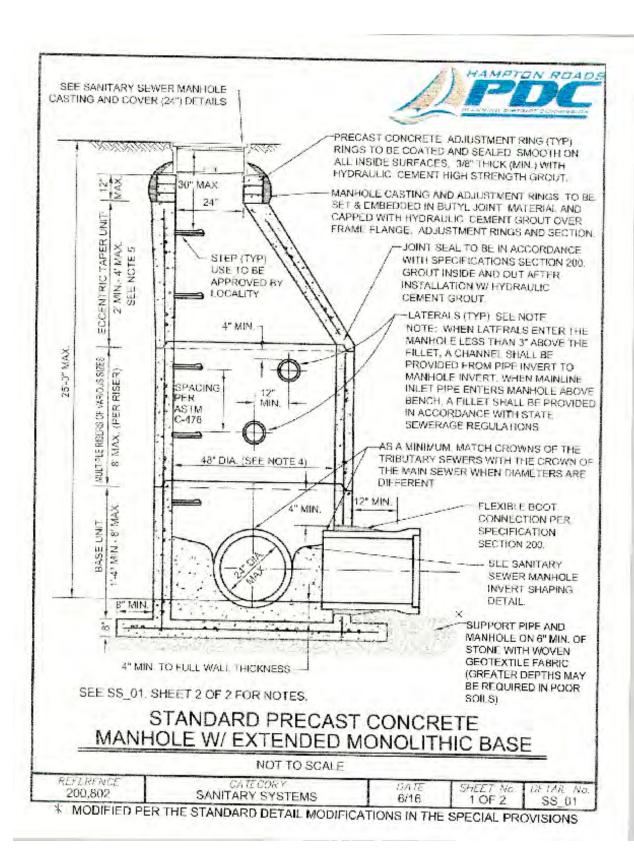
\* MODIFIED PER THE STANDARD DETAIL MODIFICATIONS IN THE SPECIOAL PROVISIONS.
PIPE BEDDING DETAILS FOR USE ON GRAVITY SANITARY SEWER AND RELATED COMPONENTS ONLY.
SEE TYPICAL FORCE MAIN TRENCH DETAIL ON SHEET XX FOR TRENCH DETAIL FOR HRSD FORCE MAIN.



#### NOTES:

- ★1. THESE BEDDING DETAILS ARE NOT INTENDED FOR THERMOPLASTIC STORM DRAINAGE PIPE
- BEDDING SHALL BE COMPACTED GRANULATED MATERIAL ( GRAVEL- MAX SIZE 3/4 ") #57 STONE CHOKE WITH SAND OR 21A
- TRENCH BOTTOM TO BE FREE OF WATER BEFORE PLACING BEDDING.
- 4. SHAPE RECESSES FOR BELL OF PIPE BY HAND.
- BACKFILL ABOVE BEDDING WITH SPECIFIED BACKFILL MATERIAL. SEE SPECIFICATIONS SECTION 303.
- REFER TO CONTRACT DOCUMENTS FOR TYPE OF BEDDING.
- MINIMUM TRENCH WIDTH SHALL CONFORM TO PIPE MANUFACTURER'S RECOMMENDATIONS IF MORE STRINGENT
- TRENCH BOX OR OTHER SHORING METHODS SHALL NOT DISTURB PIPE EMBEDMENT AND BEDDING MATERIAL AFTER COMPACTION.
- ⇒ 9. BEDDING SHALL BE INCLUDED IN THE PRICE OF THE PIPE UNLESS OTHERWISE INDICATED.
- 10. CRUSHED CONCRETE IS ACCEPTABLE WHEN APPROVED BY THE CITY.

REFERENCE	CATEGORY	DATE	SHEET No.	DETAIL No.
200,303	EARTHWORK	6/16	2 OF 2	EW_01





## NOTES:

- ※ 1. PRECAST CONCRETE MANHOLE TO BE IN COMPLIANCE WITH ASTM C-478 4000 PSI.
  - WALL THICKNESS TO BE 5" MINIMUM FOR 48" INSIDE DIAMETER MANHOLES AND 6" MINIMUM FOR 60". INSIDE DIAMETER MANHOLES.
  - INSIDE DIAMETER OF MANHOLE MUST INCREASE TO 60" WHEN MANHOLE DEPTH IS GREATER THAN 12 FEET. 60" DIAMETER TO BE CONTINUOUS UP TO CONE SECTION.
  - 4. MAXIMUM OF FOUR LATERALS PER MANHOLE.
  - IF LATERALS ARE TO ENTER INTO THE ECCENTRIC TAPER UNIT, THEY MUST ENTER ON THE NON-TAPERED SIDE.
- 7. NO STEPS IN PRECAST SANITARY MANHOLE.

# STANDARD PRECAST CONCRETE MANHOLE W/ EXTENDED MONOLITHIC BASE

NOT TO SCALE

REFERENCE	CATEGORY	DATE	SHEFT No.	DETAIL No.
200,802	SANITARY SYSTEMS	5/16	2 OF 2	SS_01

★ MODIFIED PER THE STANDARD DETAIL MODIFICATIONS IN THE SPECIAL PROVISIONS.

