

June 26, 2018

ADDENDUM #1

NOTICE TO ALL BIDDERS FOR CITY OF WINCHESTER

ITB #201807 – S. Kent Street and Woodstock Lane Infrastructure Improvements

This Addendum forms a part of the Contract Documents and modifies the original bidding documents for ITB #201807 dated May 2018. **Bidders shall acknowledge receipt of the Addendum in the space provided on the Bid Form and return a signed copy with your bid.**

This Addendum consists of 29 total pages. The following information shall modify and clarify the Contract Documents:

1. The Invitation to Bid has been modified to reflect the new bid opening date of **Friday, July 13th at 2:00pm.**
2. The Instructions to Bidders has been modified to reflect the increased contract time of **270 days.**
3. The Bid Form has been modified to reflect the following:
 - a. On page 4, Pay Item #4 has been replaced with three new pay items - #4a – Demolition of Existing Concrete Curb/Curb & Gutter, #4b – Demolition of Existing Concrete Sidewalks and Entrances, and #4c – Demolition of Existing Asphalt.
4. The Contract has been updated to reflect the increased contract time of **270 days.**
5. The technical specification for the Sidewalk Switchback has been modified to reflect the following:
 - a. On page 3, Section III.A.1. now states that the cast-in-place wall shall be constructed per VDOT Standard RW-2.

This Addendum must be signed and returned to the Finance Department – Purchasing Division, 4th Floor Rouss City Hall, 15 North Cameron Street, Winchester, VA 22601 by **2:00pm local time on July 13th, 2018** with your BID.

Receipt of Addendum #1 to Invitation to Bid #201807 is acknowledged by my signature below:

Company Name: _____

Authorized Representative: _____

Address: _____

Telephone: _____ FAX: _____

INVITATION TO BID

S. Kent Street and Woodstock Lane Infrastructure Improvements

ITB # 201807

The City of Winchester is submitting this Invitation to Bid to establish a contract with qualified Contractors furnishing all labor, equipment, transportation and materials necessary for the following project:

S. Kent Street and Woodstock Lane Infrastructure Improvements

Work includes the replacement of existing utilities in South Kent Street between Millwood Avenue and Cork Street and Woodstock Lane between Pleasant Valley Road and Pine Street. Project components include, but are not limited to replacement of City water mains, water service lines, fire hydrants, sanitary sewer manholes, sanitary laterals, curb and curb/gutter, storm drain inlets and piping, street paving and site restoration.

A **mandatory** pre-bid meeting will be held on **Friday, June 22, 2018 at 10:A.M.** in the City Council Chambers of Rouss City Hall, 15 N. Cameron Street, Winchester, VA 22601. Due to the importance of all respondents having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those respondents who are represented at this pre-bid meeting. Attendance at the meeting will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 2:05 P.M. (local time).

Contract Specifications may be obtained from the below address and all bids shall be received at:

City of Winchester, Virginia
Finance Department - Purchasing Division
Rouss City Hall, 4th Floor
15 North Cameron Street
Winchester, Virginia 22601
Telephone (540) 667-2378

The contract documents and drawings may be downloaded at no cost from the City's website at:
<http://www.winchesterva.gov/purchasing/itbrfp.php>

Any questions regarding the contract documents or drawings shall be sent **in writing via e-mail** to:

Kelly Henshaw: kelly.henshaw@winchesterva.gov

Bid prices shall be made on the blank Bid Form provided herein. Bids shall be delivered to the above address on or before **2:00 p.m. (local time) on Friday, July 13th, 2018**, at which time the bids shall be publicly read aloud.

Bids will be received only from contractors who are registered in the Commonwealth of Virginia. **Bidders shall indicate on the outside of the envelope containing the Bid their current Virginia Contractor's**

Registration Number. Bids without this information on the outside of the envelope may be non-responsive.

Each Bid shall be accompanied by complete response to the Contractor Qualification Data Sheet. The successful bidder shall meet the minimum qualifications specified in the Contractor Qualification Data Sheet. A bid from a bidder that does not meet the minimum qualifications specified in the Contractor Qualification Data Sheet, as determined by the City, shall be non-responsive.

Each Bid shall also be accompanied by a satisfactory Bid Guarantee in the amount of 5% of the bid, in the form of a certified or cashier's check drawn on a bank chartered under the laws of the Commonwealth of Virginia; payable to the Treasurer of the City of Winchester, or a Bid Bond, as a guarantee that the bidder will within fifteen (15) days after the date of the award of the Contract, execute an agreement and file insurance as required by the Contract Documents if his proposal is accepted. If the successful bidder fails to execute and file the agreement and insurance, the amount of the Bid Guarantee shall be forfeited. Bids without a satisfactory Bid Guarantee shall be rejected.

Performance and Payment Bonds will be required of the successful bidder, each in an amount equal to one hundred (100) percent of the amount of the Contract, conditioned upon the faithful performance of the Contract and to the payment in full to all persons furnishing labor, materials, equipment, etc., for and in connection with the work to be performed under the contract.

Bidder desiring to withdraw his bid after the bid opening procedure, 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. Bidder shall submit to the City his original work papers; documents and materials used in preparation of the bid sought to be withdrawn. Bidder withdrawing his bid that does not meet these requirements shall forfeit their bid bond.

The City of Winchester reserves the right to reject any proposal for failure to comply with all requirements of this notice or any of the Contract Documents; however, it may waive any minor defects or informalities at its discretion. The City further reserves the right to reject any and all proposals, cancel the ITB at any time prior to award or to award a contract that in its judgment is in the best interest of the City.

CITY OF WINCHESTER, VIRGINIA

BY: Mike Marzullo, Purchasing Agent

S. Kent Street and Woodstock Lane Infrastructure Improvements

INSTRUCTIONS TO BIDDERS

1. **OWNER AND ENGINEER:**

The Owner is the City of Winchester Department of Public Services, which shall be represented by the City Engineer or his designee who shall perform the duties of the Engineer. Telephone: Department of Public Services, (540) 667-1815, extension 1481.

2. **COPIES OF CONTRACT DOCUMENTS:**

- 2.01 Bidding Documents may be examined and downloaded from the City's website at <http://www.winchesterva.gov/purchasing/itbrfp> at no charge.

City of Winchester, Virginia
Finance Department - Purchasing Division
Rouss City Hall, 4th Floor
15 North Cameron Street
Winchester, Virginia 22601
Telephone: (540) 667-2378

- 2.02 Complete set of Bidding Documents shall be used in preparing bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

- 3.01 Before submitting a bid, each bidder must examine the Contract Documents thoroughly, visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work, familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and study and carefully correlate bidder's observations with the Contract Documents.

- 3.02 Before submitting his bid, each bidder will, at his own expense, make such additional investigations and tests as the bidder may deem necessary to determine his bid for performance of the work in accordance with time and other terms and conditions of the

Contract Documents. The Contractor shall be responsible for taking his own borings or making any investigations he requires to establish subsurface conditions in the area of this Contract. The City does not assume any responsibility for the subsurface conditions which may be encountered. On request, Owner will provide each bidder access to the site to conduct such investigations.

- 3.03 The submission of a bid will constitute an incontrovertible representation by the bidder that he has examined the site and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the Work.
- 3.04 It is understood and agreed by the bidder that the estimate of quantities (if provided) are approximate, and are presented in order to obtain unit prices and approximate amount of the Contract. The Contractor shall make no claim against the City because of any estimate, tests or representations made by any officer or agent of the City, which may prove to be in any respect erroneous.
- 3.05 Scope of the work is as specified herein. The Owner, however, reserves the right to make adjustments to the scope of the work. Such adjustments shall be accomplished by appropriate Change Orders.

4. **SPECIFICATIONS:**

The technical specifications for the project are provided within this contract document.

5. **INTERPRETATIONS:**

All questions about the discrepancies or ambiguities in the Contract Documents prior to the bid opening shall be submitted in writing via e-mail to the following:

Kelly Henshaw, City Engineer: kelly.henshaw@winchesterva.gov

Replies to questions will be issued by Addenda mailed or delivered to all parties recorded by the Purchasing Agent as having received the Bidding Documents or by posting on a Question and Answer Bulletin Board posted at the following location:

<http://www.winchesterva.gov/purchasing/itbrfp>

Questions received less than five (5) calendar days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda or in writing on the Question and Answer Bulletin Board will be binding.

6. **REQUIRED BOND - BID GUARANTEE:**

6.01 Bid Guarantee shall be made payable to Owner, in an amount of five percent (5%) of the bidder's maximum bid price and in a form of a certified or cashier's check drawn on a bank chartered under the laws of the Commonwealth of Virginia; payable to the Treasurer, City of Winchester, or a Bid Bond issued by a surety having registered resident agents in Virginia.

6.02 The Bid Guarantee of the successful bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the successful bidder fails to execute the agreement and furnish the required Contract Security within fifteen (15) calendar days of the Notice of Award, Owner may annul Notice of Award and the Bid Guarantee of the bidder will be forfeited.

7. **REQUIRED BONDS – PAYMENT AND PERFORMANCE:**

Performance and Payment Bonds will be required of the Successful bidder, each in an amount equal to one hundred percent (100%) of the amount of the Contract, conditioned upon the faithful performance of the Contract and to the payment in full to all persons furnishing labor, materials, equipment, etc., for and in connection with the work to be performed under the Contract.

8. **CONTRACT TIME:**

Contractor agrees that all work shall be completed within 270 calendar days following the Notice to Proceed.

Owner and Contractor recognize that the time is of essence in this Contract, and if the work is not completed within the specified times outlined above, plus any extensions allowed, then the Contractor shall pay, as liquidated damages, \$1,000.00 for each calendar day that expires after the specified completion date.

9. **PAYMENT PROCEDURE:**

9.01 The basis for payment shall be the actual percentage of work completed, as determined in the field by the Engineer.

9.02 An amount equal to five percent (5%) of each progress payment shall be held from each payment as retainage.

10. SUBCONTRACTORS:

- 10.01 The apparent successful bidder and any other bidder so requested, will within seven (7) days after the day of bid opening submit to Owner a list of all subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment, proposed for the work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization. If Owner or Engineer, after due investigation has reasonable objection to any proposed subcontractor, other person or organization, either may before giving the Notice of Award request the apparent successful bidder to submit an acceptable substitute without an increase in Bid price. If the apparent successful 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 Bond. Any subcontractor, other person, or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.
- 10.02 No Contractor shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

11. SUBSTITUTE MATERIAL AND EQUIPMENT

- 11.01 Whenever it is indicated in the Contract Documents that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered until after the Effective Date of the Contract Agreement. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions.

12. PREPARATION OF BID:

- 12.01 The Bid Form is included in these Specifications, and may not be altered in any way. Additional copies may be obtained from the City of Winchester.
- 12.02 Bid Forms must be completed in ink or by typewriter. The Total Base Bid price must be stated in words and numerals; in case of conflict, words will take precedence.
- 12.03 A. Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the bid form. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the City requires that a corporate document authorizing him/her to sign be submitted with bid.

B. Contractor's license or registration number shall be entered in the space provided on the Bid Form.

C. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described herein that fails to provide the required information may not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the City Manager. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

12.04 Bidder shall make acknowledgement on the Bid Form of receipt of all Addenda, the numbers of which shall be filled in the Bid Form.

SUBMISSION OF BIDS:

13.01 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, along with the Bid Bond, Non-collusion Affidavit, and other required documents. The sealed envelope shall indicate the Project Title, name and address of the bidder, and State Registration No. of the bidder. If the bid is sent through the mail, or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face thereof.

13.02 Timely delivery of the Bid shall be the sole responsibility of the Bidder. Bids must be received not later than the time and date stated in the Invitation to Bid. Bids by telephone, facsimile or other forms shall not be accepted.

14. MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.01 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to opening of the bids. The request for withdrawal or modification must be in writing and signed by a person duly authorized to do so.
- 14.02 No bidder may withdraw his bid within thirty (30) calendar days after the actual date of the bid opening, except as allowed by the Code of the City of Winchester, Virginia, Section 21-43(a), which states "the Bidder shall give notice in writing of his claim of rights to withdraw this bid within two (2) business days after the conclusion of the bid opening procedure". Bidder shall submit to the Owner his original work papers, documents and materials used in preparation of his bid sought to be withdrawn.

OPENING OF BIDS:

- 14.03 Bids shall be opened publicly, and will be read aloud at the time and location indicated on the Invitation to Bid. An abstract of the amounts of the Bids shall be made available after the opening of bids.
- 14.04 All bids shall remain open for sixty (60) days after the day of the bid opening, but Owner may, in his sole discretion, release any bid and return the Bid Bond prior to that date.

AWARD OF CONTRACT:

- 14.05 Owner reserves the right to reject any and all bids, to waive any and all informalities and to negotiate Contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, or conditional bids. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.06 In evaluating bids, Owner will consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Form. Owner may consider the qualifications and experience of subcontractors and other persons and organizations proposed for the work.
- 14.07 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors and other persons and organizations, to do the work in accordance with the Contract Documents and to the Owner's satisfaction within the prescribed time.

- 14.08 Owner reserves the right to reject the bid of any bidder who does not pass any such evaluations to Owner's satisfaction.
- 14.09 If the Contract is to be awarded, it will be awarded on a Base Bid price basis to the lowest responsive and responsible bidder, and whose evaluation by the Owner indicates that the award will be in the best interest of the Project and the City. Discounts for prompt payment, liquidated damages, and cash incentives will not be part of the award.

15. **NEGOTIATION WITH THE LOWEST BIDDER:**

Unless all bids are cancelled or rejected, the City of Winchester reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

16. **SIGNING OF CONTRACT:**

Owner shall give Notice of Award to the successful bidder accompanied by at least three (3) unsigned counterparts of the Contract and all other Contract Documents. Within fifteen (15) days thereafter, Contractor shall sign and deliver at least three (3) counterparts of the Contract to the Owner with all other Contract Documents attached. Within ten (10) days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and shall ensure that all parties appropriately execute all required portions of the contract immediately.

***** END OF SECTION *****

BID FORM
S. Kent Street and Woodstock Lane Infrastructure Improvements
ITB# 201807

This Bid is submitted to:

City of Winchester, Virginia
Finance Department - Purchasing Division
Rouss City Hall, 4th Floor
15 North Cameron Street
Winchester, Virginia 22601

In submitting this Bid, bidder acknowledges that the bidder has examined copies of the following Contract Documents:

BIDDING DOCUMENTS

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Contractor Qualification Data Sheet
- Bid Bond
- Non-Collusion Affidavit
- Contract
- Performance Bond
- Labor and Material Payment Bond
- Notice of Intent to Award
- Notice of Award
- Notice to Proceed
- City of Winchester Required General Terms and Conditions
- General Conditions
- Supplement to General Conditions
- Special Terms and Conditions

TECHNICAL SPECIFICATIONS

- Scope of Work – Sequence of Construction
- Surveying
- As-Built Drawings
- Demolition
- Disposal of Materials
- Tree Removals
- Erosion and Sediment Control
- Allaying Dust

- Maintenance of Traffic
- Concrete (Curb & Gutter, Sidewalks, Entrances)
- Rubber Sidewalks
- Detectable Warning Surfaces
- Handrail
- Sidewalk Switchback
- Rock Excavation
- Topsoil and Seeding
- Tree Plantings
- Storm
- Roof Drains
- Trench Drains
- Water Distribution System
- Sanitary Sewer Collection System

DRAWINGS

ADDENDA:

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Receipt of all of above is hereby acknowledged.

CONTRACTOR: _____

BY (SIGNATURE): _____

NAME AND TITLE: _____

DATE: _____

BID ITEMS/QUANTITIES

- (a) The Contractor shall provide all unit prices or lump sum prices for all bid items on the Bid Form herein. **If a unit price or lump sum price is omitted or left blank the bid and bidder shall be non-responsive.** The bid forms designate which prices are for *Install* only work, complete and in place, (i.e. assumes equipment and/ or materials will be supplied by the City). All other bid prices are for Furnish and Install work, complete and in place.

- (b) The quantities shown for unit bid items are based upon the best information available at time of preparation of these bid documents, and are established for the purpose of obtaining a bid price. No adjustments to the bid prices based on changes to quantities will be considered. All bid prices will be held throughout the duration of the contract regardless of any increase or decrease in bid quantity.
- (c) Emergency work shall be negotiated with a maximum allowable amount of 50% over the bid price by item. This excludes all lump sum bid items.
- (d) All other bid items not listed or described in the Contract Documents will be negotiated between the City and the Contractor before the time of need. Once a negotiated price is established, it will be used for the remainder of the contract.

The undersigned Bidder proposes to complete all work in accordance with the Contract Documents for the following unit prices:

City of Winchester

S. Kent Street and Woodstock Lane Infrastructure Improvements – ITB #201807

BID TABLE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization					
1	Mobilization (Maximum of 3% of Total Price)	1	Lump Sum		
Surveying					
2	Surveying/Project Layout	1	Lump Sum		
3	As-built Drawings	1	Lump Sum		
Demolition/Removal					
4a	Demolition of Existing Concrete Curb/Curb & Gutter	4,200	LF		
4b	Demolition of Existing Concrete Sidewalks & Entrances	7,000	SY		
4c	Demolition of Existing Asphalt	17,000	SY		
5	Tree Removal	8	EA		
6	Removal of Existing Storm Drain Pipe, Includes Disposal	75	LF		
7	Removal of Existing Storm Drain Inlet or Manhole, Includes Disposal	2	EA		
8	Asphalt Milling (per 2" depth) [VDOT Section 315], Includes Disposal	250	SY		
Erosion and Sediment Control					
9	Erosion and Sediment Control	1	Lump Sum		
Maintenance of Traffic					
10	Maintenance of Traffic	1	Lump Sum		
Sidewalk and Street Improvements					
11	Standard Curb, CG-2 (Includes aggregate base course)	3,200	LF		

12	Combination Curb & Gutter, CG-6 (Includes aggregate base course)	1,000	LF		
13	Concrete Sidewalk, 4" Thick (Includes aggregate base course)	5,000	SY		
14	Brick Paver Sidewalks on 4" Concrete Base	1,200	SY		
15	Rubber Sidewalk	150	SY		
16	Concrete Entrance, CG-9 (7" Thick)	200	SY		
17	Detectable Warning Surfaces, CG-12	30	SY		
18	Handrail	230	LF		
19	Sidewalk Switchback	1	Lump Sum		
20	Aggregate Base Course, 21-A (for road work only) [VDOT Section 309]	7,000	TON		
21	Asphalt Concrete Base Course, BM- 25.0D, [VDOT Section 315]	3,800	TON		
22	Asphalt Concrete Surface Course, SM- 9.5 AL [VDOT Section 315]	1,900	TON		
Rock					
23	Rock Excavation, Includes Disposal	100	CY		
Restoration and Landscaping					
24	Topsoil and Seeding	100	SY		
25	Tree, Princeton American Elm Tree, 4" caliper	7	EA		
26	Tree, River Birch, 4" Caliper	1	EA		
27	Tree, Kousa Dogwood, 4" Caliper	8	EA		
28	Tree, Redbud, 4" Caliper	10	EA		
29	Tree, Serviceberry, 4" Caliper	3	EA		
30	Tree, Paperbark Maple, 4" Caliper	2	EA		
Storm Drainage					
31	Storm Drain Pipe, Class IV RCP, 18-inch	90	LF		
32	Storm Drain Pipe, Class IV RCP, 24-inch	70	LF		
33	Drop Inlet, Modified DI-1 with Dual Inlet Top (City Standard Detail SD-5)	2	EA		

34	Drop Inlet, Modified DI-1 with Triple Inlet Top (City Standard Detail SD-5)	5	EA		
35	Storm Sewer Manhole	3	EA		
36	Storm Sewer Manhole, Doghouse	1	EA		
37	Storm Sewer Manhole Frame & Cover	4	EA		
38	Roof Drain Pipe, 4" PVC	800	LF		
39	Trench Drain with Solid Cover, 18" Wide	12	LF		
Water System					
40	Water Main Replacement, 4" Ductile Iron	60	LF		
41	Water Main Replacement, 6" Ductile Iron	250	LF		
42	Water Main Replacement, 8" Ductile Iron	5,000	LF		
43	Water Main Replacement, 10" Ductile Iron	75	LF		
44	Gate Valve and Box, 4"	3	EA		
45	Gate Valve and Box, 6"	13	EA		
46	Gate Valve and Box, 8"	56	EA		
47	Gate Valve and Box, 10"	2	EA		
48	Insert Gate Valve, 4"	2	EA		
49	Insert Gate Valve, 6"	4	EA		
50	Insert Gate Valve, 8"	10	EA		
51	Insert Gate Valve, 10"	1	EA		
52	Insert Line Stop, 3 1/2"	1	EA		
53	Wet Tap, 3/4-inch	85	EA		
54	Wet Tap, 1-inch	10	EA		
55	Wet Tap, 2-inch	1	EA		
56	Water Service Line, 3/4-inch Copper	1,400	LF		
57	Water Service Line, 1-inch Copper	200	LF		

58	Water Service Line, 2-inch Poly	20	LF		
59	Water Meter Assembly, ¾-inch	85	EA		
60	Water Meter Assembly, 1-inch	10	EA		
61	Water Meter Assembly, 2-inch	1	EA		
62	Fire Hydrant Assembly	11	EA		
63	Remove Existing Fire Hydrant	8	EA		
Sanitary Sewer System					
64	Replace Existing Sanitary Sewer Manhole	23	EA		
65	Sanitary Sewer Manhole Frame & Cover	25	EA		
66	Sanitary Sewer Lateral Replacement, 4" SDR 26 PVC	2,200	LF		
67	Sanitary Sewer Lateral Replacement, 6" SDR 26 PVC	100	LF		
68	Sanitary Sewer Connection to Existing Main and New Cleanout, 4"	130	EA		
69	Sanitary Sewer Connection to Existing Main and New Cleanout, 6"	5	EA		
70	Sanitary Sewer Main Replacement, 8" PVC	260	LF		
71	New Sanitary Sewer Manhole	1	EA		
72	Excavate and Cap Existing Sanitary Sewer Lateral	10	EA		
TOTAL FOR ALL – BASE BID					

TOTAL BASE BID: \$ _____

IN WORDS:

CONTRACTOR: _____

BY: (SIGNATURE) _____

NAME AND TITLE: _____

DATE: _____

ADDRESS: _____

TELEPHONE: _____

CURRENT VIRGINIA CONTRACTOR REGISTRATION NUMBER: _____

NOTE: REQUIRED BID GUARANTEE MUST BE ENCLOSED WITH THIS BID PROPOSAL.

**S. Kent Street and Woodstock Lane Infrastructure Improvements
ITB # 201807**

CONTRACT

THIS CONTRACT, made and entered into in triplicate originals this ____ day of _____, 2018, by and between the **City of Winchester, Virginia**, Party of the First Part, hereinafter referred to as the "**Owner**" and _____, Party of the Second Part, hereinafter referred to as the "**Contractor**".

WITNESSETH, That the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with:

ITB #201807 – S. Kent Street and Woodstock Lane Infrastructure Improvements

all in strict accordance with the Contract Documents prepared by the Public Services Department, City of Winchester, Virginia. The Contractor shall do everything required by this Contract and other Documents constituting a part thereof.

ARTICLE II, CONTRACT PRICE - The City shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the Contract Price computed as follows:

TOTAL CONTRACT PRICE= _____

ARTICLE III. PAYMENTS - Payments are to be made to the Contractor in accordance with and subject to provisions embodied in the Documents made a part of this Contract.

ARTICLE IV. CONTRACT TIME - Work under this Contract shall commence no later than the date to begin work set forth in a written Notice to Proceed from the City or its authorized representative, to the Contractor. The Contractor shall complete all work under this Contract within 270 calendar days following the Notice to Proceed issued for the project.

The Work shall be prosecuted (performed) regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. **It is**

expressly understood and agreed by and between the Contractor and the City that the time for the completion of the Work described herein is a reasonable time for the completion of the same.

ARTICLE V. ENGINEER – The project has been designed by the City of Winchester Public Services Department, Engineering Division, 15 N. Cameron Street, Winchester, VA 22601, who is hereinafter called ENGINEER and who is to act as OWNER’s representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE VI. HOLD HARMLESS CLAUSE - Bids shall provide that during the term of the Contract, including warranty period, for the successful bidder indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyrights.

ARTICLE VII. LIQUIDATED DAMAGES AND INCENTIVES - **It is hereby fully understood and agreed that the time is of essence in the performance of this Contract.** For each and every calendar day that elapses between the Contract Completion Dates specified in Article IV of this Contract and the date on which the work covered by such Contract is actually completed, including the removal of all plant and obstructions from the site of such work, the Contractor shall pay to the City as liquidated damages and not as a penalty, the sum of ONE THOUSAND DOLLARS PER CALENDAR DAY (\$1,000.00). The total amount so payable by the Contractor as liquidated damages either may be deducted from any moneys due or payable to the Contractor by the City or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to the City. Such liquidated damages shall be payable to reimburse or compensate, at least in part, the City for (1) the administration of the work covered by such Contract and any other contract or contracts beyond the Contract Completion Date, including the additional expense to the City for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of the City (and the general public) to use the improvement being constructed from and after such Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by the City directly as a result of the failure to complete the Work covered by such Contract on or before the Contract Completion Date.

ARTICLE VIII. COMPONENT PARTS OF THIS CONTRACT - That this Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

BIDDING DOCUMENTS

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Contractor Qualification Data Sheet
- Bid Bond
- Non-Collusion Affidavit
- Contract
- Performance Bond
- Labor and Material Payment Bond
- Notice of Intent to Award
- Notice of Award
- Notice to Proceed
- City of Winchester Required General Terms and Conditions
- General Conditions
- Supplement to General Conditions
- Special Terms and Conditions

TECHNICAL SPECIFICATIONS

- Scope of Work – Sequence of Construction
- Surveying
- As-Built Drawings
- Demolition
- Disposal of Materials
- Tree Removals
- Erosion and Sediment Control
- Allaying Dust
- Maintenance of Traffic
- Concrete (Curb & Gutter, Sidewalks, Entrances)
- Rubber Sidewalks
- Detectable Warning Surfaces
- Handrail
- Sidewalk Switchback
- Rock Excavation
- Topsoil and Seeding
- Tree Plantings
- Storm
- Roof Drains
- Trench Drains

- Water Distribution System
- Sanitary Sewer Collection System

DRAWINGS

ADDENDA:

Above components are complimentary and what is called for by one shall be binding as if called by all.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first written above.

CONTRACTOR:

CITY OF WINCHESTER, VIRGINIA:

CITY MANAGER

NAME AND TITLE

ATTEST

ATTEST

CITY OF WINCHESTER
TECHNICAL SPECIFICATION
SIDEWALK SWITCHBACK

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I. Description

This work shall consist of constructing a sidewalk switchback along the southeast corner of Kent and Clifford Streets, including cast-in place concrete retaining wall, handrail, and stone veneer.

II. Materials.

A. Retaining Wall

1. Materials shall meet all applicable VDOT specifications for cast-in-place retaining walls.

B. Stone Veneer

1. Limestone Anchored Stone Veneer

- a. Material Standard: Comply with ASTM C 568.
- b. Varieties and Sources: Alverson Limestone, Ashlar Blend, Platnum series available through Frederick Block or approved equal.
- c. The cap stone shall consist of cut limestone that matches stone veneer on walls, minimum of 2" thickness.

2. Mortar Materials

- a. Regional Materials: Aggregate for mortar and grout, cement and lime shall be extracted, harvested or recovered, as well as manufactured within 500 miles of project site.
- b. Portland Cement: ASTM C 150, Type I or Type II, except Type III may be used for cold-weather construction; natural color or white cement may be used as required to produce mortar color indicated.
 - i. Low-Alkali Cement: Nor more than 0.60 percent total alkali when tested according to ASTM C114.

3. Veneer Anchors

- a. Adjustable, Screw-Attached Veneer Anchors: Units consisting of a wire tie section and a metal anchor section that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
- b. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment to studs, and as follows:
 - i. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
 - ii. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
 - a) Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - i) Heckmann Building Products Inc.; Pos-I-Tie.
 - ii) Wire-Bond; SureTie.
 - iii) Approved Equal
 - b) First four subparagraphs below are examples of proprietary anchor sections. Insert others to suit Project. First subparagraph describes Dayton Superior's "D/A 213" and Wire-Bond's "RJ-711."

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SIDEWALK SWITCHBACK

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- c) First subparagraph below describes Heckmann Building Products' "Pos-I-Tie" and Wire-Bond's "SureTie."
 - d) Anchor Section: Corrosion-resistant, self-drilling, eye-screw designed to receive wire tie.
 - e) Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from minimum 0.187-inch- (4.76-mm-) diameter, hot-dip galvanized steel wire.
 - f) Seismic Masonry-Veneer Anchors: Units consisting of a metal anchor section and a connector section designed to engage a continuous wire embedded in the veneer mortar joint.
4. Embedded Flashing Materials
- a. Flexible Flashing: For flashing not exposed to the exterior, use one of the following, unless otherwise indicated (at the base of walls, at door and window heads, and at window sills):
 - i. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.
 - a) Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - i) Perma Barrier by W.R. Grace
 - ii) IPCO
 - iii) Approved equal.
5. Fabrication
- a. General: Fabricate stone units in sizes and shapes required to comply with requirements indicated.
 - i. For limestone, comply with recommendations in ILI's "Indiana Limestone Handbook."
 - b. Select stone to produce pieces of thickness, size, and shape indicated, including details on Drawings.
 - c. Dress joints (bed and vertical) straight and at right angle to face unless otherwise indicated. Shape beds to fit supports.
 - d. Cut and drill sinkages and holes in stone for anchors and supports.
 - e. Carefully inspect stone at quarry or fabrication plant for compliance with requirements for appearance, material, and fabrication. Replace defective units before shipment.
 - i. Clean sawed backs of stone to remove rust stains and iron particles.
 - f. Thickness of Stone: Provide thickness indicated, but not less than the following:
 - i. Thickness: 4 inches (100 mm) plus or minus 1/2 inch (13 mm).
 - g. Shape stone for type of masonry (pattern) as indicated.
6. Masonry Cleaners
- a. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar and grout stains, efflorescence, and other new construction stains from stone masonry surfaces without discoloring or damaging masonry surfaces; expressly approved for intended use by cleaner manufacturer and stone producer.

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- i. Manufacturers: Subject to compliance with requirements, provide products by one of the following
 - a) Prosoco, Inc.
 - b) Approved Equal

C. Brick Sidewalk

- 1. Brick sidewalks shall be constructed in the Historic District per standard detail SW-4. Bricks shall be Pine Hall Brick Pavers, Color – Pathway Full Range, or approved equal.

D. Handrail

- 1. Railing shall be VDOT HR-1, Type II Pedestrian Railing as modified below. No gripping rail is required.
- 2. Handrail shall not be galvanized. Instead, handrail shall be powder coated as follows: A TGIC polyester powder coating shall be applied to the galvanized steel in such a manner that the coating will not peel off. The coating shall be applied at a thickness of 0.075 mm to 0.15 mm by electrostatic spray process and bake finished per manufacturer's directions. The coating shall be applied without voids, tears, or cuts that reveal the substrate, and shall thoroughly adhere to the metal without peeling when scratched with a pick device or knife point blade. Coating color: Black.
- 3. Organic zinc repair paint shall be 65% zinc by weight and meet the requirements of ASTM A780.

III. Procedures

A. Retaining Wall

- 1. Cast-in place wall shall be constructed per VDOT Standard RW-2.
- 2. All exposed (visible) sections of the wall shall receive a Class 2, Rubbed Finish (VDOT Section 404.07)

B. Stone Veneer

- 1. Examination
 - a. Examine surfaces indicated to receive stone masonry, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of stone masonry.
 - b. Examine substrate to verify that dovetail slots, inserts, reinforcement, veneer anchors, flashing, and other items installed in substrates and required for or extending into stone masonry are correctly installed.
 - c. Retain last paragraph above or first paragraph below, or both depending on substrates.
 - d. Examine wall framing, sheathing, and weather-resistant sheathing paper to verify that stud locations are suitable for spacing of veneer anchors and that installation will result in a weatherproof covering.
 - e. Proceed with installation only after unsatisfactory conditions have been corrected.
- 2. Preparation
 - a. Accurately mark stud centerlines before beginning stone installation.

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- b. Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.
3. Setting of Stone Masonry, General
- a. Perform necessary field cutting and trimming as stone is set.
 - i. Use power saws to cut stone that is fabricated with saw-cut surfaces. Cut lines straight and true, with edges eased slightly to prevent snipping.
 - ii. Use hammer and chisel to split stone that is fabricated with split surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.
 - iii. Pitch face at field-split edges as needed to match stones that are not field split.
 - b. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
 - c. Arrange stones in range ashlar pattern with course heights as indicated.
 - d. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
 - e. Set stone to comply with requirements indicated on Drawings. Install supports, fasteners, and other attachments indicated or necessary to secure stone masonry in place. Set stone accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.
 - f. Provide sealant joints of widths and at locations indicated.
 - i. Keep sealant joints free of mortar and other rigid materials.
 - g. Install metal expansion strips in sealant joints at locations indicated. Build flanges of expansion strips into masonry by embedding in mortar between stone masonry and backup wythe. Lap each joint 4 inches (100 mm) in direction of water flow. Seal joints below grade and at junctures with horizontal expansion joints if any.
 - h. Install embedded flashing and weep holes at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
 - i. At stud-framed walls, extend flashing through stone masonry, up sheathing face at least **8 inches (200 mm)** and behind weather barrier.
 - ii. At lintels and shelf angles, extend flashing full length of angles but not less than 6 inches (150 mm) into masonry at each end.
 - iii. At sills, extend flashing not less than 4 inches (100 mm) at ends.
 - iv. At ends of head and sill flashing, turn up not less than 2 inches (50 mm) to form end dams.
 - v. Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches (38 mm) or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
 - vi. Cut flexible flashing flush with wall face after completing masonry wall construction.

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- i. Coat limestone with cementitious dampproofing as follows:
 - i. Stone at Grade: Beds, joints, and back surfaces to at least 12 inches (300 mm) above finish-grade elevations.
 - ii. Stone Extending below Grade: Beds, joints, back surfaces, and face surfaces below grade.
 - iii. Allow cementitious dampproofing formulations to cure before setting dampproofed stone. Do not damage or remove dampproofing in the course of handling and setting stone.
 - j. Place weep holes and vents in joints where moisture may accumulate, including at base of cavity walls, above shelf angles, and at flashing.
 - k. Install vents in head joints at top of each continuous cavity at spacing indicated.
 - i. Close cavities off vertically and horizontally with blocking in manner indicated. Install through-wall flashing and weep holes above horizontal blocking.
4. Construction Tolerances
- a. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (10 mm in 6 m), or 1/2 inch in 40 feet (13 mm in 12 m) or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet (6 mm in 6 m) or 1/2 inch in 40 feet (13 mm in 12 m) or more.
 - b. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet (6 mm in 6 m) or 1/2 inch in 40 feet (13 mm in 12 m) or more.
 - c. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 inch in 20 feet (13 mm in 6 m) or 3/4 inch in 40 feet (19 mm in 12 m) or more.
 - d. Measure variation from level, plumb, and position shown in plan as a variation of the average plane of each stone face from level, plumb, or dimensioned plane.
 - e. Variation in Mortar-Joint Thickness: Do not vary from joint size range indicated.
 - f. Variation in Plane between Adjacent Stones: Do not exceed one-half of tolerance specified for thickness of stone.
5. Installation of Anchored Stone Masonry
- a. Anchor stone masonry to stud framing with screw-attached veneer anchors unless otherwise indicated.
 - b. Embed veneer anchors in mortar joints of stone masonry at least halfway, but not less than 1-1/2 inches (38 mm), through stone masonry and with at least a 5/8-inch (16-mm) cover on exterior face.
 - i. Install continuous wire reinforcement in horizontal joints and attach to seismic veneer anchors as stone is set.
 - c. Space anchors to provide not less than one anchor per 2 sq. ft. (0.2 sq. m) of wall area. Install additional anchors within 12 inches (300 mm) of openings, sealant joints, and perimeter at intervals not exceeding 12 inches (300 mm).

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- d. Anchor stone trim with stone trim anchors where indicated. Install anchors by fastening to substrate and inserting tabs and dowels into kerfs and holes in stone units. Provide compressible filler in ends of dowel holes and bottoms of kerfs to prevent end bearing of dowels and anchor tabs on stone. Fill remainder of anchor holes and kerfs with mortar.
 - e. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.
 - f. Provide cavity between stone masonry and backup construction unless otherwise indicated. Keep cavity free of mortar droppings and debris.
 - i. Slope beds toward cavity to minimize mortar protrusions into cavity.
 - ii. Do not attempt to trowel or remove mortar fins protruding into cavity.
 - g. Rake out joints for pointing with mortar to depth of not less than 1/2 inch (13 mm) before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.
6. Pointing
- a. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch (10 mm) deep until a uniform depth is formed.
 - b. Point stone joints by placing and compacting pointing mortar in layers of not more than 3/8 inch (10 mm) deep. Compact each layer thoroughly and allow to it become thumbprint hard before applying next layer.
 - c. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile: Beaded.
7. Adjusting and Cleaning
- a. Remove and replace stone masonry of the following description:
 - i. Broken, chipped, stained, or otherwise damaged stone. Stone may be repaired if methods and results are approved by Architect.
 - ii. Defective joints.
 - iii. Stone masonry not matching approved samples and mockups.
 - iv. Stone masonry not complying with other requirements indicated.
 - b. Replace in a manner that results in stone masonry matching approved samples and mockups, complying with other requirements, and showing no evidence of replacement.
 - c. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.
 - d. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:
 - i. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - ii. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before cleaning stone masonry.

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- iii. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
- iv. Wet wall surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.
- v. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20, Revised II, using job-mixed detergent solution.
- vi. Clean stone masonry with proprietary acidic cleaner applied according to manufacturer's written instructions.
- vii. Clean limestone masonry to comply with recommendations in ILI's "Indiana Limestone Handbook."

C. Brick Sidewalk

1. Brick sidewalk in area of switchback shall be constructed in accordance with the Cast-in-Place concrete specification and per standard detail SW-4.

D. Handrail

1. Handrail shall be completely shop fabricated and powder coated prior to delivery to the site.
2. Handrail shall be grouted in place (minimum of 8-inches depth) with non-shrink grout anchoring cement, "Por-Rok" or approved equal.

IV. Measurement and Payment.

"Sidewalk Switchback" will be measured and paid for at the contract unit price per cubic yard of concrete. This price shall include all equipment, labor, and materials for constructing the wall including the concrete, steel reinforcement, rubbed finish, 4" drain pipe, filter fabric, and free draining backfill.

Payment will be made under:

Pay Item	Pay Unit
Sidewalk Switchback	Lump Sum