



# BID PACKAGE

## Lyons Gap Water Line Extension

Prepared for  
Town of Chilhowie, Virginia

T&L Project No. 15830-00  
Issued for Bids March 31, 2021



THOMPSON  
& LITTON EST.  
1956

## INVITATION TO BID

Town of Chilhowie, Virginia  
P.O. Box 5012  
325 East Lee Highway  
Chilhowie, Virginia 24319

Bids will be received by Mr. John E. B. Clark, Jr., Town Manager, at the Town of Chilhowie (OWNER), 325 East Lee Highway, Chilhowie, Virginia 24319, until 4:00 P.M., local prevailing time, on May 12, 2021, for the Lyons Gap Water Line Extension which includes the following:

Approximately 900 L.F. of 6-inch Class 350 DIP, three open cut steel encased road crossings, and two concrete encased stream crossings installed and connected to existing water lines in accordance with applicable portions of AWWA C600, one Fire Hydrant installed in accordance with AWWA M17, and three 6-inch Gate Valves installed in accordance with AWWA C509 (OWNER will provide all materials and deliver them to the project site).

The Contractor shall provide traffic control throughout the life of the project.

The OWNER will be responsible for performing the bacteriological tests, pressure tests, and repairing the asphalt at the road crossings.

The Bid Package may be examined online at <https://chilhowie.org/procurement> or at <https://www.t-l.com/current-bid-advertisements>. Copies of the Bid Package (electronic and/or hard copy) are available through the OWNER.

Time for completion is twenty-one (21) calendar days from the Notice to Proceed (NTP).

Bids will be opened on May 12, 2021, at 4:00 P.M., local prevailing time, at 325 East Lee Highway, Chilhowie, Virginia 24319. Questions will be received by the ENGINEER at 423-989-0409 or 276-614-5526 until May 5, 2021, at 4:00 P.M. Questions shall be answered and posted to <https://www.t-l.com/current-bid-advertisements> by 4:00 P.M. on May 7, 2021.

Withdrawal of bids shall be according to the Virginia Public Procurement Act. See Code of Virginia (§ 2.2-4330).

MBE/WBE firms are encouraged to submit bids.

The OWNER reserves the right to reject any and all bids if it appears in its best interest to do so.

Town of Chilhowie

By: John E. B. Clark, Jr.

Title: Town Manager

April 21, 2021  
Date

TOWN OF CHILHOWIE, VIRGINIA  
325 EAST LEE HIGHWAY  
CHILHOWIE, VIRGINIA 24319

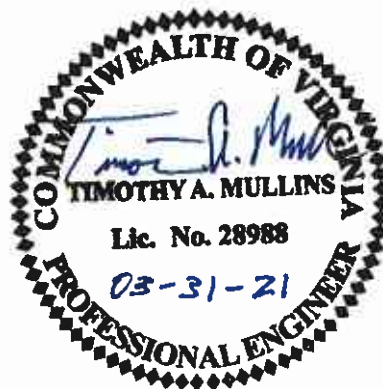
**BID FORM AND TERMS & CONDITIONS**

**FOR:**

**TOWN OF CHILHOWIE**

**LYONS GAP WATER LINE EXTENSION**

**BIDS DUE: MAY 12, 2021 AT 4:00 P.M.**



## BID FORM

### LYONS GAP WATER LINE EXTENSION PROJECT

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO INSTALL THE MATERIALS REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THIS INVITATION TO BIDS PREPARED BY THOMPSON & LITTON, AT THE PRICE STATED BELOW. THIS PRICE SHALL COVER ALL EXPENSES TO INSTALL THE MATERIALS IN ACCORDANCE WITH THE INVITATION FOR BIDS AND SHALL BE GOOD AND BINDING FOR A PERIOD OF 60 DAYS. TOTAL CONTRACT AMOUNT SHALL BE STATED IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY BETWEEN PRINTED AND WRITTEN PRICE, THE WRITTEN PRICE SHALL PREVAIL. THE UNDERSIGNED AGREES THAT THE PRICE BELOW IS THE TOTAL FIGURE USED IN PREPARING THE BID AND FURTHER AGREES, IF AWARDED THE CONTRACT, TO FURNISH AN ITEMIZED BREAKDOWN OF COST FOR ANY BID ITEM.

Item No.	Description	Quantity	Unit	Bid Price
1	Installation of approximately 900 linear feet of all new 6-inch water line illustrated on Sheet 2, three gate valves, three open cut road crossings, two stream crossings, trenching, bedding, backfilling, one fire hydrant, and other minor miscellaneous items required to ensure the proposed water line is operational.	1	L.S.	\$

TOTAL BID \$ \_\_\_\_\_

Written \_\_\_\_\_ DOLLARS

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS BID IS GOOD AND BINDING FOR A PERIOD OF 60 DAYS.

ALL BIDS SHALL BE IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS, INCLUDING SUBMISSION OF COMPLETED "PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA" FORM WITH ALL BIDS.

## **GENERAL TERMS AND CONDITIONS**

- A. **VIRGINIA PUBLIC PROCUREMENT ACT:** This solicitation is subject to the provisions of the Commonwealth of Virginia VPPA and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section § 2.2-4363 of the VPPA. A copy of the VPPA is available for review at the purchasing office and is accessible on the Internet at <http://www.eva.virginia.gov> under "I Buy for Virginia."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought before a court of competent jurisdiction in the Town of Chilhowie (Owner). The contractor shall comply with all applicable federal, state and local laws, rules and regulation.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1 and 2 below apply:
1. During the performance of this contract, the contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
    - d. The requirements of these provisions 1 and 2 are a material part of the contract. If the Contractor violates one of these provisions, the Town may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
    - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender

identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, 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 that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by Town of Chilhowie or Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town of Chilhowie all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Chilhowie under said contract.
- H. **INDEMNIFICATION:** To the fullest extent of the law, the Contractor shall indemnify, defend, and hold harmless the Owner and its officers, agents, employees, community representatives, volunteers or other working on behalf of the Owner from any and all claims, judgments, suits, losses, damages, payments, costs, fines and or fees levied against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if any recipient of a contract subcontracts for work, they will enter into a contract with such subcontractor(s) which indemnifies, defends, and holds harmless the Owner and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract. To the fullest extent of the law, the Contractor shall also indemnify, defend, and hold harmless the Owner and its officers, agents, employees, community representatives, volunteers or other working on behalf of the Owner against all costs, including reasonable attorney's fees, arising from liens encumbering the Owner's Property filed by subcontractors, sub-subcontractors, material men, suppliers and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or attempt to have the Town "hold harmless" others are invalid and unenforceable or an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. **The Town does not waive its sovereign immunity.**
- I. **MANDATORY USE OF FORMS AND TERMS AND CONDITIONS FOR ITBs:** Failure to submit a proposal on the official form provided for that purpose in the solicitation may be a cause for rejection of the proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. Modification of or additions to the General, or Special, Terms and Conditions of the solicitation shall be cause for rejection of the proposal.

J. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the buyer whose name appears on the face of the solicitation in the manner and in accordance with the schedule provided in the solicitation. Any revisions to the solicitation will be made only by addendum issued by the Town.

K. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the Town of Chilhowie. All invoices shall show the contract number and/or purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase orders, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges -Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors shall be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town will promptly notify the contractor, in writing via e-mail, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the Town and the subcontractor(s), in writing via e-mail, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial

shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- L. **PRECEDENCE OF TERMS:** The following: General Terms and Conditions, VIRGINIA PUBLIC PROCUREMENT ACT, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- M. **QUALIFICATIONS OF BIDDERS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- N. **TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- O. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.
- P. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
  - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - 2. The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor will be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town will have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving



disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.
- R. **TAXES:** Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. General Contractor/Contractor shall be liable for all Worker's Compensation claim costs for Subcontractors who are exempt from the Code of Virginia §§ 2.2-4332 and 65.2-800 et seq. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- U. **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED (AS APPLICABLE):**
1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town must be named as an additional insured and so endorsed on the policy under separate endorsement.
  4. Automobile Liability - \$1,000,000 per occurrence, if motor vehicle is to be used in the contract.
- V. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award, as a result of this solicitation, the Town will publicly post such notice on the Thompson & Litton, Inc, website [www.t-l.com](http://www.t-l.com).
- W. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- X. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### **SPECIAL TERMS AND CONDITIONS**

- A. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on lowest written total bid amount. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Town reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- B. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days.
- C. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
License # \_\_\_\_\_  
Type \_\_\_\_\_

- D. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$750,000 or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class C Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

If the bidder shall fail to provide this information to the Town in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered. If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

- E. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Town 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. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.
- F. **SITE VISIT:** Potential bidders are responsible for their own site visit for an opportunity to view the general work conditions in which the work must occur.
- G. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- H. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Town's satisfaction at the contractor's expense.
- I. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which

compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Town's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**Proof of Authority to Transact Business in Virginia - THIS FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR BID.** Pursuant to Virginia Code §2.2-4311.2, a Bidder 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 the identification number issued to it by the State Corporation Commission ("SCC"). Any Bidder 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 attach to this form a statement describing why the Bidder is not required to be so authorized. Any Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the SCC.

If this bid for goods or services is accepted by the Town of Chilhowie, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is: \_\_\_\_\_.

B. \_\_\_\_\_ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is: \_\_\_\_\_.

C. \_\_\_\_\_ Bidder has applied for, but has not yet received, an Identification Number from the SCC and requests that it be granted an extension of five calendar days to provide its Identification Number to the Town's Purchasing Division.

D. \_\_\_\_\_ Bidder does not have an Identification Number issued to it by the SCC and is not required to be authorized to transact business in Virginia in accordance with Section(s) of the Code of Virginia and the reasons stated on the attached document(s).

Please attach additional sheets if you need to explain why such Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as registered to do business and in agreement with IRS FEIN/TIN designation letter)

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Legal Name of Authorized Representative for Bidder

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Title of Authorized Representative for Bidder

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Signature of Authorized Representative for Bidder

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Date

## **SECTION 31 2316.13 - TRENCHING**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Backfilling and compacting for utilities .

### **PART 3 EXECUTION**

#### **2.1 EXAMINATION**

#### **2.2 PREPARATION**

- A. Call Local Utility Line Information service at number shown on Drawings not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum locations.
- C. Locate, identify, and protect utilities that remain and protect from damage.
- D. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Protect plants, lawns, rock outcroppings, and other features to remain.

#### **2.3 TRENCHING**

- A. Excavate subsoil required for utilities.
- B. Notify Owner of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- C. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- D. Do not interfere with 45 degree bearing splay of foundations.
- E. Cut trenches wide enough to allow inspection of installed utilities.
- F. Hand trim excavations. Remove loose matter.
- G. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- H. Remove excavated material that is unsuitable for re-use from site.
- I. Stockpile excavated material to be re-used in area designated on site .
- J. Remove excess excavated material from site.

- K. Trench Width: Excavate bottom of trenches in accordance with the following schedule or as indicated on Drawings:
  - 1. 0 - 6' Trench Depth: Outside diameter of pipe bell, plus 12 inches.
- L. Support Utilities and Structures:
  - 1. Keep trench width at top of trench to practical minimum to protect adjacent or crossing utility lines.
  - 2. Support utilities crossing trench by means acceptable to utility company.
  - 3. Do not interfere with 45-degree bearing splay of foundations.
- M. When subsurface materials at bottom of trench are loose or soft, excavate to firm subgrade or to depth directed by Owner.
  - 1. Cut out soft areas of subgrade not capable of compaction in place.
  - 2. Backfill with aggregate fill and compact to density equal to or greater than requirements of subsequent backfill material.
- N. When rock is encountered, excavate rock encountered 6 inches below the pipe for pipe bedding.
- O. Trim excavation. Hand trim for bell and spigot pipe joints where required. Shape trench bottom to afford circumferential support to the lower fourth of the pipe or excavate 6 inches below bottom of pipe for pipe bedding. Remove loose matter.
- P. Correct over excavated areas with compacted backfill as specified for authorized excavation or replace with flowable fill as directed by Owner.
- Q. All excavating in stream channels shall be performed in accordance with all applicable permits for the project.

## **2.4 SHEETING AND SHORING**

## **2.5 SURFACE WATER CONTROL**

- A. Control and remove unanticipated water seepage into excavation.
- B. Provide ditches, berms, and other devices to divert and drain surface water from excavation area.
- C. Divert surface water and seepage water within excavation areas into sumps or settling basins prior to pumping water into drainage channels and storm drains.

## **2.6 BEDDING, HAUNCHING, AND INITIAL BACKFILL**

- A. Place bedding full width of trench to the depth indicated on Drawings and compact by tamping or rodding to prevent settlement. Perform in accordance with schedule at end of this Section.

- B. Install utility pipe and conduit in accordance with the respective utility section.
- C. Support pipe uniformly along entire length of pipe.
- D. Carefully place initial backfill to 12 inches above top of pipe or to depth indicated on Drawings. Compact in accordance with schedule at end of this Section.
- E. Backfill shall be placed by hand, uniformly on each side of the pipe and compacted in layers not exceeding 6 inches.

## **2.7 FINAL BACKFILLING TO SUBGRADE**

- A. Backfill to contours and elevations indicated using unfrozen materials.
- B. Fill up to finish grade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Place fill material in continuous layers and compact in accordance with schedule at end of this section.
- G. Layers shall not exceed 12 inches. Under road shoulders and under existing or future paved areas, layers shall not exceed 8 inches.
- H. Employ compaction equipment suitable for materials to be compacted and work area locations. Use power driven hand tampers for compacting materials adjacent to structures.
- I. Replace topsoil to at least original depth in areas to be seeded.

## **2.8 DISPOSAL OF EXCESS OR UNSATISFACTORY MATERIALS**

- A. Dispose of excess or unsatisfactory material offsite and legally.

## **2.9 TOLERANCES**

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

## **2.10 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection and testing.

## **2.11 PROTECTION OF FINISHED WORK**

- A. Reshape and re-compact fills subjected to vehicular traffic during construction.

## **2.12 CLEANING**

- A. Leave unused materials in a neat, compact stockpile.
- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

### **2.13 SCHEDULE OF COMPACTION**

- A. Compact each layer of fill or backfill to not less than the following percentages of the maximum density at optimum moisture content as determined by ASTM D698 (AASHTO T 99):
  - 1. 95 percent beneath pavements, walks, and road shoulders, including those shown for future construction.
  - 2. 90 percent in other unpaved areas.
  - 3. Minimum compaction in any area shall be to the density of the adjacent soil.

**END OF SECTION**



## **SECTION 33 1116 - WATER UTILITY DISTRIBUTION PIPING**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Pipe and fittings for water lines including domestic water lines and fire water lines.
- B. Valves, Fire hydrants, and Domestic water hydrants.

#### **1.2 RELATED REQUIREMENTS**

- A. Section 31 2316 - Excavation: Excavating of trenches.
- B. Section 31 2316.13 - Trenching: Excavating, bedding, and backfilling.
- C. Section 31 2323 - Fill: Bedding and backfilling.

#### **1.3 ADMINISTRATIVE REQUIREMENTS**

- A. Sequencing: Ensure that utility connections are achieved in an orderly and expeditious manner.

#### **1.4 QUALITY ASSURANCE**

- A. Perform Work in accordance with utility company requirements.

### **PART 2 PRODUCTS**

#### **2.1 OWNER-FURNISHED PRODUCTS**

- A. New Products: Owner shall furnish all materials with the exception of maintenance of traffic items.

#### **2.2 WATER PIPE**

#### **2.3 VALVES**

### **PART 3 EXECUTION**

#### **3.1 TRENCHING**

- A. See the Section 31 2316 - Excavation and Section 31 2323 - Fill for additional requirements.
- B. Hand trim excavation for accurate placement of pipe to elevations indicated.
- C. Form and place concrete for pipe thrust restraints at each change of pipe direction. Place concrete to permit full access to pipe and pipe accessories.
- D. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

#### **3.2 BACKFILLING**

- A. Backfill and compact around sides and to top of pipe in accordance with Section 31 2316.13.
- B. Maintain optimum moisture content of bedding material to attain required compaction density.

### **3.3 INSTALLATION - PIPE**

- A. Install ductile iron pipe and fittings in accordance with AWWA C600.
- B. Handle and assemble pipe in accordance with manufacturer's instructions and as indicated on Drawings.
- C. Normal Conditions: Maintain 10 ft. horizontal and 18-inch vertical separation of water main from sewer piping or as required by local code.
- D. Unusual Conditions: When local conditions prevent a horizontal separation of at least 10 feet, the water line may be laid closer to a sewer or sewer manhole provided that:
  - 1. The bottom of the water line is at least 18 inches above the top of the sewer.
  - 2. Where this vertical separation cannot be obtained, the sewer shall be constructed of AWWA-approved water pipe pressure-tested in place to 50 psi without leakage prior to backfilling. The sewer manhole shall be of watertight construction and tested in place.
- E. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs. Use only equipment specifically designed for pipe cutting. The use of chisels or hand saws shall not be permitted. Grind edges smooth with beveled end for push-on connections.
- F. Route pipe in straight line. Relay pipe that is out of alignment or grade.
- G. Sanitary and/or Combined Sewers or Sewer Manholes: No water pipes shall pass through or come in contact with any part of a sewer or sewer manhole.
- H. Install pipe with no high points. If unforeseen field conditions arise which necessitate high points, install air release valves as directed by Engineer.
- I. Install pipe to have bearing along entire length of pipe. Excavate bell holes to permit proper joint installation. Do not lay pipe in wet or frozen trench.
- J. Prevent foreign material from entering pipe during placement.
- K. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- L. Close pipe openings with watertight plugs during work stoppages.
- M. Install access fittings to permit disinfection of water system performed under Section 33 1300.
- N. Group piping with other site piping work whenever practical.
- O. Establish elevations of buried piping with not less than 3 ft. of cover. Measure depth of cover from final surface grade to top of pipe barrel.

### **3.4 INSTALLATION - VALVES AND HYDRANTS**

- A. Install valves in conjunction with pipe installation; set valves plumb.
- B. Provide buried valves with valve boxes installed flush with finished grade.
- C. Install hydrants; provide support blocking and drainage gravel; do not block drain hole.
- D. Set hydrants plumb with pumper nozzle facing roadway; set hydrants with centerline of pumper nozzle 18 inches above finished grade and safety flange not more than 6 inches or less than 2 inches above grade.
- E. After hydrostatic testing, flush hydrants and check for proper drainage.

### **3.5 PIPELINE MARKERS**

- A. Underground Pipeline Markers
  - 1. Install continuously over top of pipe buried 6 inches below subgrade, above pipe line.

### **3.6 CONCRETE THRUST RESTRAINT**

- A. Provide valves, tees, bends, caps, and plugs with concrete thrust blocks as indicated on Drawings.
- B. Pour concrete thrust blocks against undisturbed earth. Locate thrust blocks at each elbow or change of pipe direction to resist resultant force and so pipe and fitting joints will be accessible for repair.
- C. Do not encase fitting joints and flanges.

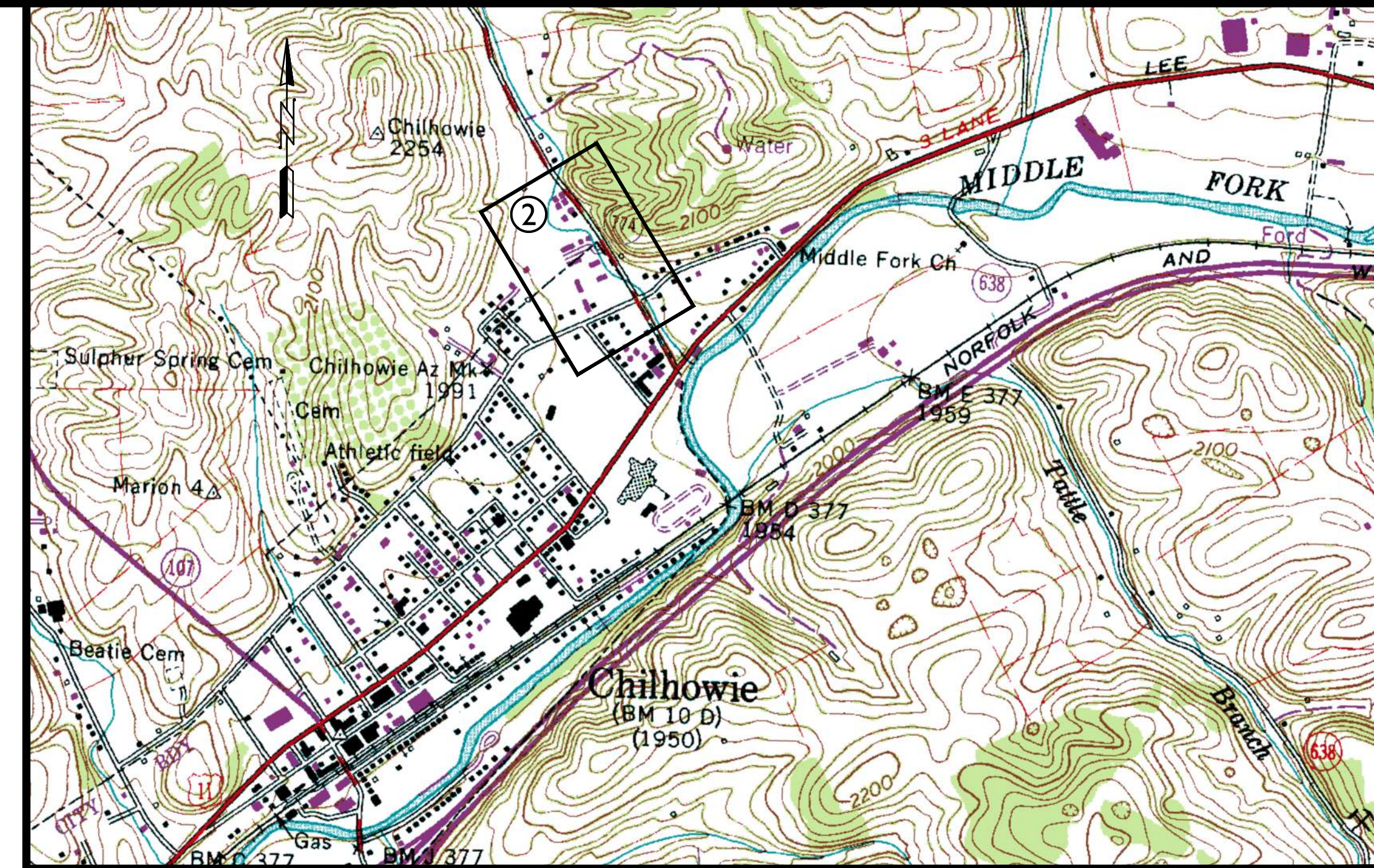
**END OF SECTION**



**PROJECT LOCATION**

A map of the Eastern United States showing the project location. The map includes labels for Washington D.C., Virginia, West Virginia, Kentucky, Tennessee, and North Carolina. Major cities like Frankfort, Lexington, Charleston, Princeton, Richmond, Nashville, Knoxville, Chattanooga, Raleigh, and Charlotte are marked. A north arrow is present in the top left corner.

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SOURCE: U.S.G.S. QUADRANGLES - CHILHOWIE, VA.

APPROX. SCALE: 1" = 1,000'

## DRAWING INDEX

<u>DRAWING NUMBER:</u>	<u>DESCRIPTION:</u>
1.	COVER SHEET, GENERAL NOTES, EROSION & SEDIMENT CONTROL NOTES, VICINITY MAP, INDEX MAP & LEGENDS
2.	PLAN LINE - 100W

## LEGEND

EXISTING	NEW	DESCRIPTION
— W —		WATER LINE
		GATE VALVE
		WATER METER
		FIRE HYDRANT
— S —		SEWER LINE

SYMBOL	DESCRIPTION
TO	TOPSOILING
PS	PERMANENT SEEDING
MU	MULCHING
X — SF	SILT FENCE
USC	UTILITY STREAM CROSSING

1. AERIAL PHOTOGRAPHY TO PROVIDE PLANIMETRIC MAPPING WAS OBTAINED FROM THE VIRGINIA GEOGRAPHIC INFORMATION NETWORK (VGIN). THE MAPPING WAS PREPARED IN 2019.
2. PROPERTY BOUNDARIES ARE BASED UPON SMYTH COUNTY GIS AND ARE APPROXIMATE LOCATION ONLY.
3. HORIZONTAL AND VERTICAL PLACEMENT IS BASED ON AERIAL PHOTOGRAPHY.
4. THE EXISTENCE AND LOCATION OF EXISTING UTILITIES ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND FIELD VERIFIED BY THE CONTRACTOR BEFORE STARTING. ANY DAMAGE DUE TO EXISTING UNDERGROUND UTILITIES AND FACILITIES SHALL BE REPAIRED WITH THE UTILITIES AND FACILITIES RESTORED TO AT LEAST THEIR ORIGINAL CONDITION.
5. THE CONTRACTOR SHALL CONTACT "MISS UTILITY OF VIRGINIA" 72 HOURS BEFORE ANY EXCAVATION WORK IS BEGUN. "MISS UTILITY OF VIRGINIA" MAY BE REACHED AT 1-800-552-7001.
6. ALL DISTURBED AREAS SHALL BE GRADED TO MAINTAIN POSITIVE DRAINAGE TO ALL DRAINAGE STRUCTURES.
7. ALL UNPAVED AND UNGRAVELED AREAS DISTURBED BY EXCAVATION SHALL BE SEEDED.
8. AIR RELEASE VALVES (ARV) SHALL BE LOCATED AT HIGH POINTS IN THE WATER LINE AND SHALL BE INSTALLED AS TO NOT INTERFERE WITH FUTURE MAINTENANCE OPERATIONS. ARV LOCATIONS SHALL BE FIELD VERIFIED.
9. BLOW-OFF VALVES (BOV) SHALL BE LOCATED AT LOW POINTS IN THE WATER LINE AND SHALL BE INSTALLED AS TO NOT INTERFERE WITH FUTURE MAINTENANCE OPERATIONS. BOV LOCATIONS SHALL BE FIELD VERIFIED.
10. MINIMUM PIPE COVER FOR WATER LINES SHALL BE 3'-0" UNLESS NOTED OTHERWISE.
11. ALL FINAL PAVEMENT PATCHES AND OVERLAYS SHALL BE INSTALLED WITH A PAVING MACHINE AND SHALL MEET VDOT SPECIFICATIONS FOR PAVEMENT REPLACEMENT.
12. CHAMBERS OR PITS CONTAINING VALVES, BLOWOFFS, METERS OR OTHER SUCH APPURTENANCES TO A DISTRIBUTION SYSTEM SHALL NOT BE CONNECTED TO ANY DRAIN OR SANITARY SEWER. CHAMBERS OR PITS SHALL BE DRAINED TO SURFACE OR TO ABSORPTION PITS ABOVE THE GROUNDWATER TABLE. ADDITIONALLY, BLOWOFFS OR ARVS CANNOT BE CONNECTED DIRECTLY TO ANY SEWER.
13. OWNERSHIP OF DOCUMENTS -- THIS DOCUMENT, INCLUDING THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THOMPSON & LITTON AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THOMPSON & LITTON.

## FINAL DOCUMENTS ISSUED

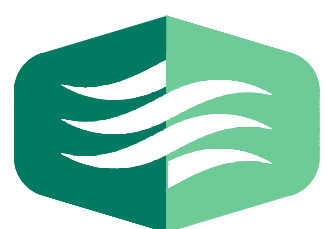
COMMONWEALTH OF VIRGINIA  
TIMOTHY A. MULLINS  
Lic. No. 28998  
03-31-21  
PROFESSIONAL ENGINEER

**LYONS GAP WATER LINE EXTENSION  
FOR THE  
TOWN OF CHILHOWIE  
COVER SHEET, NOTES, VICINITY MAP,  
INDEX MAP & LEGENDS**

[illegible]

Designed	TAM
Drawn	DJL
Checked	TAM
Date	MARCH 2021

Project No.  
**15830**

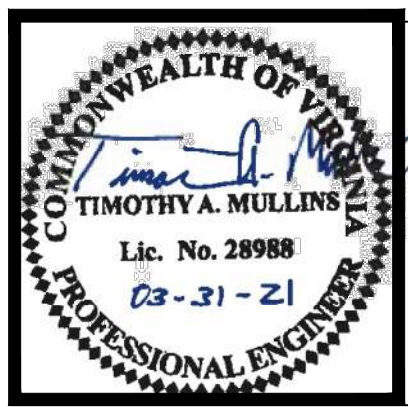
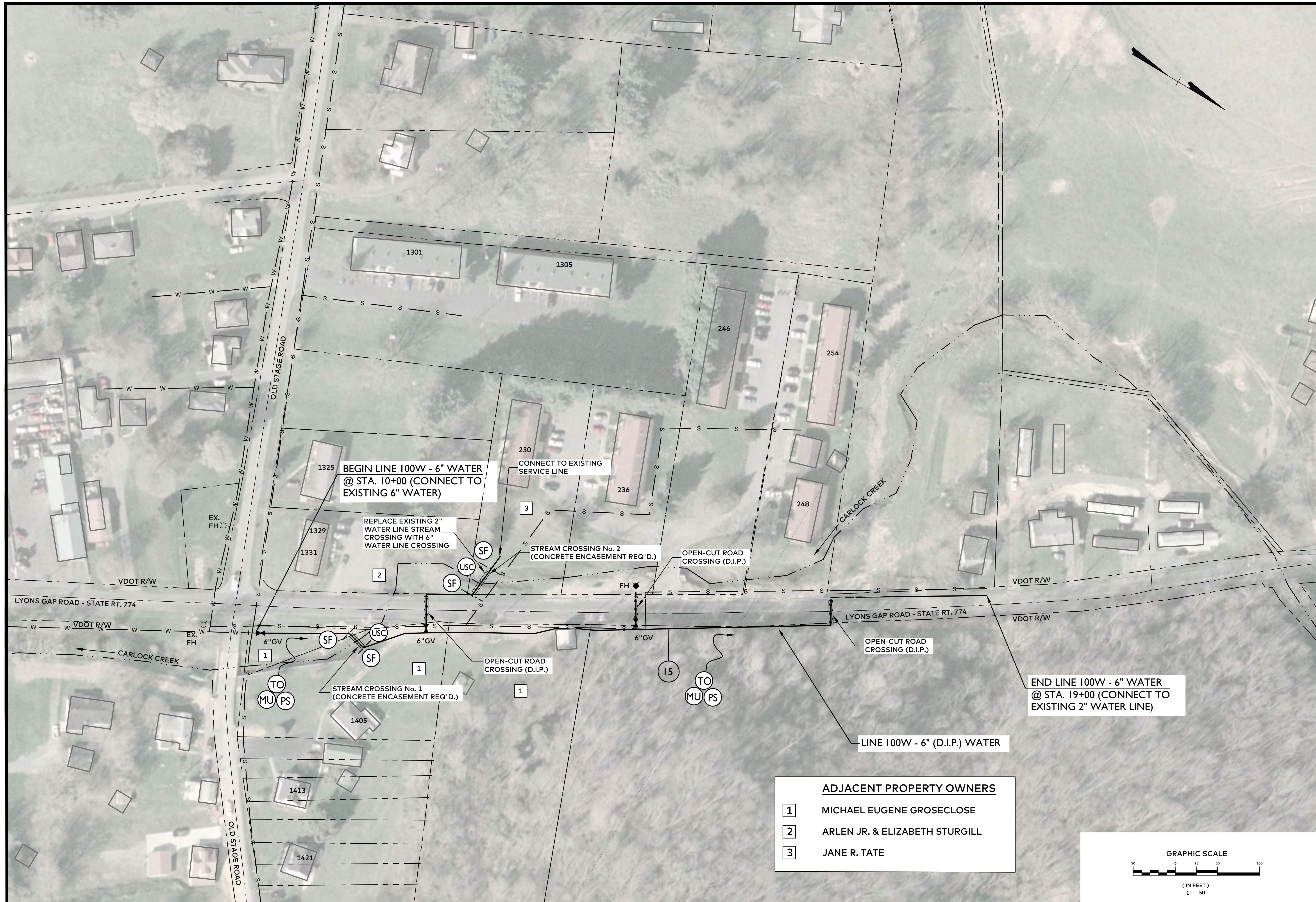


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Sheet No.

T001





**LYONS GAP WATER LINE EXTENSION**  
FOR THE  
**TOWN OF CHILHOWIE**  
**PLAN - LINE 100W**

Purpose of Document Issue	
No.	FINAL DOCUMENTS ISSUED
Date	03-31-21

Designed	TAM
Drawn	DJL
Checked	TAM
Date	MARCH 2021

Project No.  
**15830**



Sheet No.  
**2**

- ADJACENT PROPERTY OWNERS**
- 1** MICHAEL EUGENE GROSECLOSE
  - 2** ARLEN JR. & ELIZABETH STURGILL
  - 3** JANE R. TATE

