

2011 STREET MILLING AND RESURFACING CONTRACT

**BIDDING DOCUMENTS
SUPPLEMENTAL SPECIFICATIONS**

**TOWN OF LEESBURG
25 WEST MARKET STREET
LEESBURG, VIRGINIA 20176**

APRIL 2011

IFB No. 100313-FY11-04

**IT IS THE BIDDERS RESPONSIBILITY TO REGISTER ON THE TOWN OF
LEESBURG BID BOARD FOR THIS PROJECT TO RECEIVE ANY ADDENDUMS.
NO ADDENDUMS WILL BE E-MAILED OR SENT TO BIDDERS.**

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**TOWN OF LEESBURG
INVITATION FOR BID**

**STREET MILLING AND RESURFACING CONTRACT
IFB No. 100313-FY11-04**

SEALED BIDS for the 2011 Street Milling and Resurfacing Contract WILL BE RECEIVED by Reneé LaFollette, PE, Deputy Director, Department of Capital Projects for the Town of Leesburg, at 25 W Market Street, Leesburg, VA 20176, **UNTIL BUT NO LATER THAN 3:00 p.m., Thursday, May 19, 2011.** Bids shall be marked “Sealed Bid for the Street Milling and Resurfacing Contract Bid Date – Thursday, May 19, 2011 – 3:00 P.M.” Bids will be opened, and read aloud at that date and time.

All questions regarding this bid must be received in writing or by fax at 703-737-7065 (no emails will be accepted) until but no later than 5:00 p.m. on Friday, May 13, 2011.

The Work includes approximately 84,050 s.y./vert.in. of bituminous pavement milling and placement of approximately 7,570 Tons of bituminous concrete pavement, and the installation of raised cross-walks and speed cushions.

The Town reserves the right to perform all, part, or none of the work.

Bid Documents may be obtained beginning April 25, 2011 from the Town of Leesburg. Electronic copies may be obtained free of charge from the Town’s Bid Board at www.leesburgva.gov or hard copies may be purchased from the Department of Capital Projects for a non-refundable fee of **\$30.00** per set. Bid documents may also be viewed by appointment at the Department of Capital Projects at no charge. Contact Cindy Steyer at 703-737-2302 or csteyer@leesburgva.gov to purchase or view these bid documents.

Kaj Dentler, Acting Director
Department of Capital Projects

**TOWN OF LEESBURG, VIRGINIA
DEPARTMENT OF CAPITAL PROJECTS MANAGEMENT
25 WEST MARKET STREET
LEESBURG, VIRGINIA 20176
IFB No. 100313-FY11-04**

BID FORM, PAGE 1 OF 7

**SUBMIT A SIGNED BID FORM BY MAIL OR IN PERSON TO
RENEE LAFOLLETTE, PE, DEPUTY DIRECTOR
DEPARTMENT OF CAPITAL PROJECTS MANAGEMENT**

FORMAL BIDS WILL BE DUE NO LATER THAN **3:00 p.m., Thursday, May 19, 2011**

2011 STREET MILLING AND RESURFACING CONTRACT

THE UNDERSIGNED CERTIFIES THAT (CONTRACTOR NAME):

IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE CODE OF VIRGINIA. CERTIFICATE NUMBER _____ WAS ISSUED ON THE _____ DAY OF _____, _____. THE UNDERSIGNED FURTHER CERTIFIES THAT THE REGISTRATION FEE AND ALL RENEWAL FEES REQUIRED UNDER LAW HAVE BEEN PAID. THE CONTRACTOR AGREES TO FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND ALL THINGS NECESSARY TO PERFORM THE WORK AS SET FORTH IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AT THE FOLLOWING PRICES: (ALL PRICES INCLUDE PROVISION AND INSTALLATION).

<u>SUBMITTED BY:</u>	
VENDOR NAME:	
ADDRESS:	
CITY/STATE/ZIP:	
AUTHORIZED SIGNATURE:	
PRINT NAME AND TITLE:	
SCC Number:	
TELEPHONE NO:	FACSIMILE NO.:
TAX ID NUMBER (FIN/SSN):	VA. CONTRACTOR LICENSE #:
THIS FIRM IS A: (INSERT NAME OF STATE): _____	
<input type="checkbox"/> CORPORATION <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> LTD LIABILITY COMPANY	<input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> UNINCORPORATED ASSOC. <input type="checkbox"/> SOLE PROPRIETORSHIP
E-MAIL ADDRESS:	LEESBURG BPOL #:

ADDENDA

Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

Addendum No. _____
Addendum No. _____
Addendum No. _____
Addendum No. _____

Dated: _____
Dated: _____
Dated: _____
Dated: _____

TOWN OF LEESBURG

BID FORM

2011 STREET MILLING AND RESURFACING CONTRACT

IFB No. 100313-FY11-04

Work Description: The Work includes approximately 84,048 sy/vert. in. of bituminous concrete pavement milling and placement of approximately 7,568 Tons of bituminous concrete pavement.

Reference	Description	Units	Quantity	Unit Price	Extension
1	Bituminous Concrete Pavement Milling	s.y./vert.in.	84,048		
2	Asphalt, Surface Course, VDOT Type SM-9.5A	TONS	6,285		
3	Asphalt, Surface Course, VDOT Type SM-9.5D	TONS	1,283		

TOTAL BID	
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Total Bid in Words

Liquid Asphalt Binder \$ _____/Ton

ESCROW OF RETAINED FUNDS

In accordance with Section 2.2-4334 of the Virginia Public Procurement Act (VPPA), any Contract valued at \$200,000.00 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the Contract price are to be retained, at the time of submitting a bid, the CONTRACTOR shall have the option to indicate preference for using the escrow account procedure for utilization of the Town retained funds by so indicating in the space provided in the proposal documents. In the event the successful Contract elects to use the escrow account procedure, the "Escrow Agreement" included in the Contract documents shall be executed and submitted to the Director, Department of Capital Projects Management within 15 days after receipt of the Notice to Award. If the "Escrow Agreement" form is not submitted, the CONTRACTOR shall forfeit his rights to the use of the escrow account procedure within the 15-day period.

In order to have retained funds paid to an escrow agent, the CONTRACTOR, the escrow agent, and the surety shall execute the "Escrow Agreement" furnished by the TOWN, and submit same to the Department of Capital Projects Management for approval. The CONTRACTOR's escrow agent shall be a trust company, approved bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the TOWN to make payment of retained funds to the escrow agent. After approving the agreement, the TOWN will pay to the escrow agent the funds retained as provided herein, except that funds retained for lack of progress or other deficiencies on the part of the CONTRACTOR will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the CONTRACTOR, or release the funds to the CONTRACTOR, provided such funds are fully secured by approved securities.

Retained funds invested, and securities held as collateral for retainage may be released only as and when directed by the Director, Department of Capital Projects Management. When the final estimate is released for payment, the Director, Department of Capital Projects Management will direct the escrow agent to settle the escrow amount by paying the CONTRACTOR or the TOWN monies due them as determined by the Director, Department of Capital Projects Management. The TOWN reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the CONTRACTOR or in the event of default.

- () We elect to use the escrow account procedure for the deposit of retained funds.
- () We elect not to use the escrow account procedure for the deposit of retained funds.

END OF SECTION

BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE MEN PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____ and authorized to do business in the Commonwealth of Virginia, as SURETY, are held and firmly bound unto _____, as OWNER, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for _____ said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE,

- (A) If the bid shall remain open for a period of not less than 60 days following opening of the bids and be rejected, or in the alternate,
- (B) If the bid shall remain open for a period of not less than 60 days following opening of the bids and be accepted and the PRINCIPAL shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with the bid) and shall furnish a performance and payment deposit or surety bond for his faithful performance of the Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith,
- (C) THEN, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the said amount of this obligation as herein stated. Provided, however, that in addition to the amount of this obligation as herein stated, the SURETY shall be liable for all costs and attorney's fees incurred by the OBLIGEE in enforcing the obligations hereunder.

The SURETY, for value received, hereby stipulates and agrees that the obligation of the

SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and the SURETY does hereby waive notice of such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and have executed this instrument and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed and sealed this _____ day of _____, 20_____ .

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

IMPORTANT: The SURETY executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Virginia.

END OF SECTION

INSTRUCTIONS TO BIDDERS

COMMENT CONCERNING SPECIFICATIONS (VPPA 2.2-4316)

General and Technical questions relating to this solicitation shall be submitted in writing to Renée LaFollette, P.E., Deputy Director, Department of Capital Projects Management, Fax Number 703-737-7065.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written or oral representations made by any Town representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Department of Capital Projects. For determination as to whether an oral or written representation of any Town representative or other person requires that an amendment be issued, contact the Director, Department of Capital Projects in writing at Fax Number 703-737-7065.

INCOMPLETE DOCUMENTS

The Contractor, as a bidder, is responsible for having determined the accuracy and completeness of bid documents upon which it relied in making its bid, and having notified the Director, Department of Capital Projects Management immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the bidding documents.

If the Contractor proceeds with any activity that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the Director, Department of Capital Projects, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the Town.

TOWN OF LEESBURG BUSINESS PROFESSIONAL AND OCCUPATION LICENSE (BPOL)

The successful bidder must comply with the provisions of Section 17-163 (License requirement) of the Town of Leesburg Code, if applicable. For information on the provisions of this chapter and its applicability to this Contract, contact the Town of Leesburg Staff Accountant, Finance Department, Town of Leesburg, Virginia, Telephone Number 703-771-2717.

FORM AND STYLE OF BIDS

The Bids shall be submitted on forms identical to the Bid Form included with the Bidding Documents, and all blanks on the Bid Form shall be filled in by a typewriter or manually in ink. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Any interlineations, alterations, and erasures must be initialed by the signer of the Bid.

Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. All names shall be typed or printed in ink below the signatures. The address and phone number for

communication regarding the bid shall be shown. Email address may be included at bidders option.

The Bid shall contain evidence of the Bidder's authority to do business in the Commonwealth of Virginia. Bidder's Virginia State contractor license number shall also be shown on the Bid form.

BID BOND

Each bid shall be accompanied by a bid security (on enclosed form or cashiers check), in the amount of five percent (5%) of the bidder's maximum Bid price, pledging that the Bidder will enter into a Contract with the TOWN on the terms stated in the Bid. Should the Bidder refuse to enter into such Contract the amount of the bid security shall be forfeited to the TOWN as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the TOWN in the event the TOWN fails to prove financial capability if requested in writing by the successful bidder. Pursuant to VPPA Section 2.2-4336.

The TOWN will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected

SUBMISSION OF BIDS

Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

All copies of the Bid, the bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope is to be addressed to the party receiving the Bids and is to be identified with the Project name, the Bidder's name and address, and if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope is to be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Bids shall be received by Renée LaFollette, Deputy Director, Department of Capital Projects at the designated location prior to the time and date of the receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened. The official time will be deemed to be that of the accepting agency.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Verbal, telephonic, telegraphic, or emailed Bids are invalid, and will not receive consideration.

MODIFICATION/WITHDRAWAL OF BID

A Bid may not be modified, withdrawn, or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such a notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

If within 2 business days after Bids are opened any Bidder files a duly signed written notice, accompanied by original work papers, with the TOWN that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. This procedure shall follow Section 2.2-4330(i) of the Virginia Public Procurement Act (VPPA). Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

CONSIDERATION OF BIDS

The TOWN shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid, which is in any way incomplete or irregular.

After the bids are opened and publicly read aloud, the town will recalculate the arithmetic of all bids. The recalculation will consist of the following:

1. The Extended Price will be the Quantity x Unit Price. The accuracy of this calculation will be verified for all unit price items of work. All mathematical errors will be corrected to arrive at the correct extended price.
2. The sum of all extensions will be calculated and any mathematical errors will be corrected.
3. If there are multiple sections to the bid, for example the Total Base Bid = Section 'A' + 'B', the sum of the sections will be calculated. All mathematical errors will be corrected.

The corrected numbers will be the totals used to compare all bids and in the case of these adjustments to the lowest responsive, responsible bidder will become the value of the recommended contract award.

All Alternates shown on the bid form **must** be bid. The alternates are listed in the order in which they will be utilized if and only if the base bids received exceed the budgeted funds for this project.

SCC IDENTIFICATION NUMBER (VPPA Section 2.2-4311.2.B)

Every Bidder must include their State Corporation Commission (SCC) Identification Number or reason for exemption with his/her bid. If this information is not included, the Bid will be rejected.

AWARD

It is the intent of the TOWN to award a Contract to the lowest responsive and responsible Bidder, provided the low bid does not exceed the funds available. The TOWN shall have the right to waive informalities in a Bid received and to accept the Bid, which, in its judgment, is in the TOWN'S best interest. The Notice of Intent to Award a contract resulting from the solicitations for bids and exceeding \$100,000 will be posted on the Public Notice Board at 25 W. Market Street, Leesburg, VA in the form of a Town Council Agenda item. Notices for contracts less than \$100,000 will be posted at the same location in the form of a separate public notice item.

CONTRACT RENEWAL

This contract may be renewed at the expiration of its initial term for up to four additional one-term years upon written agreement of both parties. Notice of intent to renew will be given to the Contractor in writing by the Town ninety (90) days before the expiration date of the current Contract. This notice shall not be deemed to commit the Town to a Contract renewal.

It should be noted that renewable Contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Leesburg Town Council. In the event that the Leesburg Town Council does not grant necessary funding appropriation/program approval, then the affected multi-year Contract will become null and void, effective July 1 of the fiscal year for which such approvals have been denied.

PRICES AND PRICE ADJUSTMENT

All prices shall include all charges that may be imposed in fulfilling the terms of this Contract.

The bidder warrants that the prices stated in its bid shall remain firm for the original Contract period. If the Contractor's costs are changed after the original period, the Contract prices may be adjusted at the time of renewal, upon approval of the Contractor's written request to the Town. The Contractor's written request to the town must explain fully the reasoning/justification, including any backup materials, for the requested price increases.

Adjustments to the price for asphalt paving shall be in accordance with VDOT. All bidders shall provide, at the time of bidding, their liquid asphalt binder price per ton. Any change in price for the asphalt paving work will be handled by the standard VDOT process utilizing the base binder

cost as averaged from the 3 lowest bidders, and the VDOT monthly index.

NEGOTIATIONS 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. Funds available shall mean those funds, which were budgeted 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 Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

PROTEST

Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the TOWN, no later than 10 days after public notice of award or the announcement of the decision to award, whichever occurs first, pursuant to section 2.2-4360 of the VPPA.

ACCEPTANCE OF BID (VPPA 2.2-4337)

The bids received shall be open to acceptance and is irrevocable for **ninety (90) days** from the Bid Closing date.

If the bid is accepted by the Town within the period specified above, the Contractor shall provide a certificate of insurance, Payment bond, and Performance Bond within 10 days of the Notice of Award. Each bond, the Performance Bond and the Payment Bond, shall be in the amount of 100% of the Contract Amount. The bonds shall be corporate surety bonds issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the Town. The Performance Bond will be conditioned upon the faithful performance of all of the work shown, described and required in the Contract Documents. The Payment Bond will be conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for providing labor, equipment of material in the performance of the work provided for in the Contract Documents.

If this bid is accepted within the time stated, and the Contractor fails to provide the required Bonds, or commence the project as directed, the security deposit shall be forfeited as damages to the Town by reason or failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

STIPULATED PRICES

The term “STIPULATED PRICE ITEM” means and includes an item of Work, unanticipated at the time of issuance of the solicitation for a Bid and determined to be executed, based on the actual field conditions during the progress of Work under the contract, mutually by the Engineer

and the Contractor. The Unit Price for the “STIPULATED PRICE ITEM”, as identified in the “Stipulated Price Items” section of the Bid Form, is predetermined by the Town as the current reasonably workable rate for the Item inclusive of all necessary labor, equipment, materials, overhead (provision and installation), and the contractor’s profit. Work on the “STIPULATED PRICE ITEM” shall be carried out either at the written request of the Contractor followed by a written approval by the Engineer or at the written order by the ENGINEER to the Contractor. The payment for a “STIPULATED PRICE ITEM” shall be made by the Town to the Contractor at the related Unit Price specified in the ‘Stipulated Price Items’ section of the Bid Form on the same basis as the payment for any other regular Bid Item.

CONTRACT ITEMS OF WORK

Maintenance of Traffic: The Maintenance of Traffic is to be considered an incidental item to the line items on the bid form. No separate payment for Maintenance of Traffic will be made.

Night Work: The Town expects that all work performed on the route 7/15 bypass will be night time operations. The Town reserves the right to direct the Contractor to perform night work in applicable locations, with no increase in cost to the project.

STREETS LOCATIONS

The locations listed below are for reference only. The town reserves the right to change the locations and quantities based on available funding.

	STREET	MILLING QUANTITY Sq. yd./vertical in.	PAVING QUANTITY 1.5” Depth
1	Rte. 15 Bypass (Southbound lanes from Ft. Evans Rd to Rt. 7 overpass)	15,309 1.5” – full width	9.5D—918 Tons
2	Rte. 15 Bypass exit ramp (From southbound lanes of Rte. 15 Bypass to E. Market St)	6,090 1.5” – full width	9.5D—365 Tons
3	Edwards Ferry Rd (From Rte 15 Bypass to 1,625’ east)	18,644 1.5” – full width	9.5A—1,119 Tons
4	Edwards Ferry Rd (From Plaza St to Heritage Way)	11,019 1.5” – full width	9.5A—661 Tons
5	Catoctin Circle (From Valley View Ave to S King St)	5,700 Edge mill – 1.5” exposure along gutter pan	9.5A—666 Tons
6	S King St (From Catoctin Circle to Fairfax St)	1,850 Combination 1.5” full width, Edge mill – 1.5” exposure along gutter pan	9.5A—540 Tons

7	W Market St (From Ayr St to Liberty St)	4,965 1.5" – full width	9.5A—298 Tons
8	Appletree Dr (From Plaza St to Marshall Dr)	3,943 Edge mill – 1.5" exposure along gutter pan	9.5A—874 Tons
9	Belmont Place (From Belmont Dr to the cul-de-sac)	1,098 Edge mill – 1.5" exposure along gutter pan	9.5A—243 Tons
10	Rock Spring Drive (From Dry Mill Rd to cul-de-sac)	3,947 Edge mill – 1.5" exposure along gutter pan	9.5A—237 Tons
11	Davis Ave (From S King St to cul-de-sac)	953 Edge mill – 1.5" exposure along gutter pan	9.5A—317 Tons
12	Valley View Ave (From Davis Ave to cul-de-sac)	650 Edge mill – 1.5" exposure along gutter pan	9.5A—108 Tons
13	South St (From Catoctin Circle to the Trailer Park)	7,034 1.5" – full width	9.5A—422 Tons
14	Evergreen Mill Rd (From Alpine Dr to Tolbert Lane)	2,846 Edge mill – 1.5" exposure along gutter pan	9.5A—800 Tons
	TOTAL	84,048	9.5D—1,283 Tons 9.5A—6,285 Tons

END OF SECTION

MAINTENANCE OF TRAFFIC

The Contractor shall conduct its operations in a manner that will ensure that traffic will be uninterrupted except as approved by the Town. At the close of each workday, the area of work shall be confined to the smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum. The contractor shall make provisions to maintain a safe area for pedestrian traffic at all times during the project. No excavation shall remain open within the roadway without the approval of the Town except when the excavation can be safely bridged with the use of steel plates or other materials acceptable to the Town. When areas of excavation outside of the roadway do remain open, the area shall be barricaded and warning signs shall be posted.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices". During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP\SLOW" double-sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The workers assigned to the flagging duties shall be VDOT-certified. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify the Town of Leesburg, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

1. All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor.
2. The Contractor must provide temporary access to all driveways for the duration of the project.
3. The contractor will not be permitted to work on the following holidays:

-Memorial Day	Annual Flower and Garden Show	-Thanksgiving
-Independence Day	Election Day	-Christmas Parade
-Labor Day	Halloween Parade	-Christmas Day
		-New Years Day
4. Work hours on primary roads and streets with high volumes of traffic, will be limited to 9:00 a.m. to 3:00 p.m., Monday through Friday. Work on streets with low volumes of traffic (subdivisions) will be limited to 8:00 a.m. to 6:00 p.m. Weekend work will not be allowed without written permission from the Project Manager.
5. Night work may be considered for approval based upon the contractor's written request. If night work is approved by the town, the hours will be 8:00 p.m. to 6:00 a.m.