

Bid Packet

Shoreline Erosion Stabilization (two alternative designs)
And Access Road Construction

Project Location: 523 Muses Road in Westmoreland County
at the end of Longwood Road (Route 624)

Contact Information:

Tidewater Resource Conservation and Development Council
772 Richmond Beach Road
Tappahannock Virginia 22560
Phone 804-443-1118
Fax 804-443-1511
Email: info@tidewaterrcd.org
Webpage: www.TidewaterRCD.org
March 15, 2010

Invitation for Bids

For Shoreline Stabilization and Access Road Construction March 15, 2011

Sealed bids, subject to the conditions and instructions contained herein, will be received at the office of Tidewater Resource Conservation and Development (RC&D) Council located at 772 Richmond Beach Road, Tappahannock Virginia 22560 until 10:00 AM on Thursday, March 31, 2011. The bids will be publicly opened and recorded at that time.

Scope of Work: To provide all labor, materials, equipment and supervision to construct:

- 1) **Access Road** -Construct a 208 foot long and 9 foot wide access road to the beach
- 2) **Shoreline Stabilization** - Two alternative designs for construction of erosion control
 - 1B - Construct 3 breakwaters (70 ft., 125 ft. and 100 ft. long) and 60 ft. spur, 298 ft. revetment and beach nourishment
 - 1C - Construct Enhanced Revetment that is 318 ft. long at crest centerline and 408 ft long at toe of revetment

The Access Road and the Shoreline Stabilization may be bid in combination or separately, however, figures must be sufficiently itemized to determine the component costs. Both alternatives for the Shoreline Stabilization should be included in the bid. The site is located at Muses Beach in Westmoreland County on the Potomac River at the end of Longwood Road (Route 624). It is leased by the US Navy as an observation station.

Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be conducted at 2:00 pm on Wednesday, March 23 at the site. Signs will be posted at the end of Route 624 to provide directions to the parking area. The RC&D Council will not consider bids from any prospective bidder that does not attend this meeting. (Rain date is March 25)

Bid Due: Thursday, March 31, 2011 by 10:00 AM

Bid Submission: One original and two copies of your submittal are required. In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within 60 calendar days from the date of the opening to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named below. This includes 17 pages of the general packet plus the design and specifications.

Company Name: _____

Address: _____

City/State/Zip _____

Telephone: _____ FAX No.: _____ E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. Signature must be original and not a photocopy)

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Attachments

- A. Standards and Specifications dated 03/14/2011
- B. Drawings – Job # D 842 Dated 03/14/2011

NOTICES

1. **Copies of the Bid Documents** may be obtained at Tidewater RC&D Council Office located at 772 Richmond Beach Road, Tappahannock VA 22560. Call first to verify staff is available to provide copies. Packet can be downloaded from the web at [www. Tidewaterrcd.org](http://www.Tidewaterrcd.org) or they can be emailed to you. Notify Tidewater RC&D by either phone or email that you would like to receive them. The phone number is 804-443-1118 and the email is info@tidewaterrcd.org.
2. **Technical inquires** related to the construction documents should be addressed at the mandatory pre-bid meeting on March 23, 2011. After the meeting they can be faxed to Craig Palubinski with Bayshore Design, LLC at fax 804- 472-3036.
3. **Inquiries regarding the bidding procedures** of this solicitation should be directed to Tidewater RC&D Council at 804-443-1118.
4. **Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be conducted at 2:00 pm on Wednesday, March 23, 2011 at the site which is at Muses Beach at the end of Route 624 at the Potomac River. Signs to the parking area will be posted. In the event of inclement weather an alternative date of March 25 has been reserved. Any contractors who have notified Tidewater RC&D of their intent to attend the meeting will be notified in advance if the weather prevents an effective site meeting.

CONDITIONS AND INSTRUCTIONS

1. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties hereby irrevocably submit themselves to the original jurisdiction of the state courts located within the County of Westmoreland with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
2. The contract that will be awarded to the selected bidder will be to carry out work which is defined through a Cooperative Agreement that Tidewater RC&D Council entered into with the US Navy. The contractor is thereby required to be in full compliance with the federal regulations included but not limited to the Record Retention and Access Requirements, Allowable Costs, Hatch Act, Lobby Act, Environmental Standards, Nondiscrimination, Claims, Disputes and Appeals, Drug Free Workplace, Endangered Species Act and Controlled Unclassified Information Requirements.

In addition, caution is provided that should any unexploded ordnance be encountered while conducting fieldwork, it shall not be touched or attempted to be picked up or moved. Flagging should be placed, personnel removed from the area and either the RC&D or Navy immediately contacted.

- 3.** All bids shall be submitted on and in accordance with this solicitation. If more space is required to furnish a description of commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted sealed, plainly marked showing the bid project name, date and time. The entire solicitation document is to be returned when submitting a bid. Failure to return all pages may result in a determination that the submittal is incomplete.
- 4.** Bids and amendments thereto, if received by Tidewater RC&D after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Tidewater RC&D Council as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be accepted.
- 5.** If Tidewater RC&D Office is closed for business at the time scheduled for bid opening, for whatever reason such as an emergency, then the bids will be opened on the next business day that they are opened at the originally scheduled hour.
- 6.** Each bid is received with the understanding that the acceptance in writing by Tidewater RC&D Council of the bidder to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the RC&D Council, which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid; and the RC&D on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
- 7.** Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required and approved by Tidewater RC&D Council.
- 8.** If issued, addenda to this solicitation will be distributed to contractors who have received the bid packet and provided contact information.
- 9.** The original solicitation packet shall be maintained by Tidewater RC&D and considered the official copy. In the case of any inconsistency between bid documents submitted, but not clearly listed on the exception page by the bidder, the language of the official copy shall prevail. Any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
- 10.** Award will be made to the lowest responsive and responsible bidder who is best qualified to complete the work in a timely manner. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements,

the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid. Unless cancelled or rejected a responsive bid from the lowest responsive and responsible and best qualified bidder shall be accepted as submitted, except that if the bid exceeds the available funds. Tidewater RC&D Council may negotiate with the apparent low bidder to obtain a contract price within available funds.

- 11.** Tidewater RC&D reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the RC&D.
- 12.** Prices shall be stated in units of quantity specified. No additional charges shall be passed to the RC&D Council, including any applicable taxed, delivery or surcharges. Prices quoted shall be the final cost to the RC&D.
- 13.** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
- 14.** In case of error in the extension of prices, the unit price shall govern.
- 15.** The time of proposed delivery must be stated in definite terms. If time of delivery for difference commodities varies, the bidder shall so state.
- 16.** All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
- 17.** By signing this bid, the bidder assigns to the RC&D any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the RC&D Council.
- 18.** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
- 19.** The contractor guarantees to defend and save Tidewater RC&D Council, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles furnished or used in the performance of the contract.

20. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinance and regulations and he shall protect and indemnify the RC&D and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them.

21. The contractor certifies that he does not and shall not during the performance of this contract knowingly employ and unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 as amended.

22. The contractor certifies that he is registered with the Virginia State Corporation Commission to do business in Virginia.

23. Contractor's License

A contractor's license is required to performed work on this contract. Please list your license number in the space provided.

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

24. Payment terms

- a. Payments terms shall be net 30 days unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills. Payment terms shall be considered in determining the low bidder.
- b. Payment terms stated herein must appear on the vendor's invoice.
- c. Late payment charges shall not exceed the allowable rate of 1 % as specified by the Commonwealth of Virginia Prompt Payment Act.

25. In the event of default by the contractor, Tidewater RC&D Council reserves the right to procure the commodities and services from other sources and hold the contractor liable for any excess cost occasioned thereby.

26. Performance Bond:

The Contractor shall have ten (10) days from the date of notification from Tidewater RC&D to proceed with the contract to obtain a performance bond and a labor and materials payment bond in the amount of the contract price as security for faithful performance of the work in conformity with the contract and for payment of all persons who perform labor and furnish materials for the completion of this contract. The surety on these bonds shall be duly authorized to do business in the Commonwealth of Virginia.

27. Permits:

The contractor shall be responsible for reviewing and abiding by all permits and ensuring that all required permits are in place prior to beginning any construction. The contractor is not responsible for filing for or paying for any permits.

28. Insurance

To the extent allowed by Virginia law, the contractor shall indemnify and save harmless Tidewater RC&D Council and the US Navy from all liability under the Federal Tort Claims Act (62 Stat.8869, 982; 28U.S.C. Sec 2671, 2680) or otherwise of injury or death to all persons, or loss or damage to the property of all persons resulting from the use of Naval facilities and lands leased by the Navy during this project.

The contractor shall maintain adequate liability insurance, which shall protect and save harmless Tidewater RC&D Council and its officials, the US Navy and the landowner from all law suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen’s compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services which names Tidewater RC&D Council, the US Navy and the landowner as additional insured and must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker’s compensation insurance while performing work. If the bid is accepted and a contract awarded then copies of insurance documentation will be provided within ten (10) days of receiving notification from Tidewater RC&D.

Type of Insurance Coverage	Required Limits
1. Worker’s Compensation	Statutory
Employer’s Liability	\$ 1,000,000
2. Comprehensive General Liability	\$1,000,000 each
with Contractual included	\$1,000,000 each occurrence
3. Automobile Liability	\$ 1,000,000 each
4. Property Damage Liability	\$100,000 each occurrence

29. NON-DISCRIMINATION

Tidewater RC&D Council’s programs are conducted in compliance with the nondiscrimination provisions which prevent discrimination not based on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap/disability. Contractors and subcontractors must comply with these nondiscrimination provisions from the 1964 Civil Rights Act amended, 1987 Civil Rights Restoration Act (Public Law 100–259) and section 504 of the 1973 Rehabilitation Act, and the 1975 Age Discrimination Act.

30. EXCEPTIONS

Bidder must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm _____

Printed Name of Authorized signer _____

Signature _____

() Bidder takes exception to terms, conditions, requirements or specifications state herein as stated below:

Firm _____

Printed Name of Authorized signer _____

Signature _____

List specifics in the space below or attach a sheet to this page.

Bid Results

Bid results of the apparent three lowest responsive and responsible bidders and best qualified will be made available approximately two weeks after the contract selection. To see the bid results visit the website at www.tidewatercd.org

REFERENCES FOR BIDDERS

Please provide three references with contact person and phone number for construction projects occurring within the last 5 years. If applicable please include any work perform under a government contract or for a government agency.

- 1. _____ Phone _____
- 2. _____ Phone _____
- 3. _____ Phone _____

Please provide 3 projects completed in the past 5 years that demonstrate your experience that aligns with the scope of this bid:

- 1. _____ Location: _____
- 2. _____ Location _____
- 3. _____ Location _____

____ Yes ____ No Possess foreman and/or crew that is familiar with completing work that aligns with scope of this bid.

Approximate years of experience of each

Foreman _____

Crew _____

Tidewater RC&D may verify each of the above reference statements.

General Requirements

1. Scope of Work

- A. The Work to be performed under this contract consists of installing a private access road from the driveway to the beach and installing one of two alternative designs for shoreline erosion control as defined in the attached design and specifications.
It is inclusive of:
 - 1) Excavation and grading
 - 2) Construction of new gravel road
 - 3) Construction of either an Enhanced Revetment or Breakwater System
 - 4) Erosion and sediment control within the construction site
 - 5) Stormwater runoff considerations as required by the permit
 - 6) Site restoration within construction limits at the completion of the project
- B. The work includes but is not limited to providing all labor, material, tools, equipment, superintendence, transportation and performing all work in strict accordance with the Specifications and Drawings.
- C. The contractor shall follow the requirements of all the permits issued for the proposed construction.
- D. The Contractor shall assume all responsibility for the project and construction site until accepted as complete by Tidewater RC&D Council and the Navy.

2. Project Site

- A. The site is located near 523 Muses Road at Muses Beach in Westmoreland County on the Potomac River. Longwood Road (Route 624) bears left to become Muses Road.
- B. The Contractor shall satisfy himself as to the accuracy and completeness of the Specifications and Drawings regarding the nature and extend of all work described.
- C. The Contractor shall secure the written approval from Tidewater RC&D in cooperation with the land owner of the agreements from the pre-construction meeting as to the method of ingress and egress and placement of storage of materials and equipment storage during the construction period. All work must be kept within these limits.
- D. The existing bottom profiles, beach contours and/or shoreline alignment on the Drawings were correct when surveyed. However, because of interim erosion and littoral transport, the Contractor shall satisfy himself as to all conditions at the time of construction to accomplish a complete and functional project.

- E. The Contractor shall use the horizontal and vertical survey control points shown on the Plans to lay out the lines of work, stakeout the location of all proposed structures and test the levels of construction.
- F. There is a shell midden on the bank where the access road will be installed. An archeological study has been completed and permissions gained to fill on top of this midden to construct the road. Excavation of any part of the midden is completely restricted from occurring. The fill will protect the archeological value of the site.
- G. The contractor shall take all necessary precautions and measure to protect all properties from damage. He shall repair all damage caused by his operations to all public and private property including but not limited to roads, utilities, trees, shrubs, plantings, etc and leave the property in good condition and/or at least equivalent to the conditions found.
- H. The Contractor shall at all times keep the premises free from accumulation of waste material and rubbish, surplus material, etc. and shall leave the work area completely clean.

3. COORDINATION

- A. Contractor shall be solely responsible for coordination of all of the Work. He shall supervise, direct and coordinate all subcontractors, manufacturers, fabricators, suppliers, distributors, installer, testing agencies and all others who services, materials or equipment are required to ensure completion of the Work with the Contract Time.
- B. Contractor shall attend and participate in all project coordination or progress meetings and report on the progress of all Work and compliance schedules.

4. SEQUENCE OF WORK

- A. Contractor is responsible for establishing a schedule to be approved by Tidewater RC&D for the sequence and progress of the Work. Contractor shall be solely responsible for coordination of all the Work to ensure completion of the Work.

5. CONTRACTOR'S USE OF THE PROPERTY

- A. Contractor's use of the premises shall be confined to the area of disturbance shown on the drawings
- B. Contractor shall
 1. Assume full responsibility for protection and safekeeping of products stored on or off premises
 2. Move stored products that interfere with operations of the landowner
 3. Obtain and pay for all additional storage or work areas required for his operations
 4. Provide a portable toilet for workers on site.

5. Accommodate the landowners' operations at all times. In case of conflict, the owners' operations take precedent and the Contractor shall schedule work around these operations.

6. MEASUREMENT AND PAYMENT

- A. The items listed below are the same items listed in the contractor's Bid Form. They consist all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant services, contractors field office, layout surveys, job signs, sanitary requirements testing, safety device, water supplies, removal of waste, bonds, insurance and other general conditions, supplementary conditions and general requirements. Compensation for all of these items shall be included within the prices stipulated in the bid.
- B. Contractor agrees to accept the unit bid prices as complete and total compensation for additions or deductions caused by normal variations in quantities that occur during construction.

C. Bid Items

Each item includes all costs associated with the project including mobilization, site preparation, permit reviews, staking and measuring the job, signs, filter cloth, soil amendments if needed, job supervision, close out to meet specifications and demobilization.

1. Access Road - The unit price is based on the yards of stone and fill material
2. Shoreline Erosion Stabilization
Alternative 1B – Three breakwaters, a spur, a revetment, beach nourishment,
Shoreline planting
Unit price includes yards of stone, filter cloth, fill, shoreline plants

Alternative 1C– Enhanced revetment – the unit price is based on yards of stone
and filter cloth

D. Schedule of Values (Costs)

1. Description
 - a) Submit to Tidewater RC&D for acceptance a Schedule of Values that are allocated to the various portions of the work
 - b) Support the values with data which will substantiate their correctness.
 - c) These accepted values will be the basis for the Contractors applications for payment.
2. Form and Content of Schedule of Values

- a) Use a Contractor's standard form or type the information on an 8.5" x 11" Paper
 - b) Identify Schedule with
 - Title of Project: Erosion Control at Range Station 21 - Muses Beach
 - Contractor's Name and address and phone
 - Date of Submittal
 - c) Use the Table of Contents of the Specifications as basis for Schedule format and identify each number and title in the Table of Contents. List sub-items of major products if needed for clarity.
 - d) Each item should be valued sufficiently to include all associated costs such as a directly proportional amount of Contractor's overhead and profits.
 - e) Contractor may include an item for mobilization, bonds, insurance and temporary facilities. This may be paid at a rate of 33.3% for each of three months.
 - f) The sum of the individual values shown on the Schedule of Values shall equal the total bid for the contract.
3. Submit an initial proposed Schedule of Values work as a part of the bid packet. This will be discussed as a part of the preconstruction conference after the contract has been awarded. If any modifications are made a revised Schedule of Values will be submitted.

E. Field Engineering

1. The Design Engineers have established the bench marks as shown on the drawings for use by the contractor.
2. The Contractor shall:
 - a) Provide such civil, structural or other professional engineering services as needed to install the planned work according to the specifications.
 - b) Develop and make all detailed surveys and measurements needed for construction including slope stakes, layouts and all other working lines, elevations and cut sheets.
 - c) Keep a transit and leveling instrument on site to verify the accuracy of the construction compared to the design.
 - d) Be solely responsible for all locations, dimensions and levels.
 - e) Safeguard all points, stakes, grade marks, monuments and bench marks made or established for this project. Reestablish the same if disturbed. Rectify any and all work that is improperly installed because of not maintaining, not protecting

or removing without authorization such established points, stakes, marks and monuments.

- f) When requested by Tidewater RC&D provide such facilities as may be necessary for the RC&D to check line and grade points placed by the Contractor.
3. Contractor shall employ and retain at site of the work a field representative capable of performing all needed engineering and reporting tasks required of the Contractor such as:
- a) Provide all surveying equipment required including transit, level, stakes and accessories
 - b) Furnish all required lines and grades for construction of operations
 - c) Provide weekly report of progress that includes:
 - Number of employees and subcontractor employees
 - Major accomplishments for the week
 - Materials received
 - Reason for interruption to planned schedule
 - Projected accomplishments for the following week
 - d) Maintain field office files and drawings, record drawings, and coordinate engineering services with subcontractors.

F. Schedule of Work Plan

As a part of the bid packet the Contractor shall submit a Work Plan including time tables for completion of the project. All work must be planned for conclusion by August 30, 2011. The Work Plan will include major items such as mobilization, start and end date for each component of the job, site restoration and demobilization.

Prior to awarding contract this plan will be reviewed and dates modified if needed.

G. Modifications to the Design

If due to site variations a modification is necessary to insure integrity of the project a description of the proposed modification, justification of need, and drawing of the proposed modification shall be presented to Tidewater RC&D Council for consideration. Each modification shall be clearly labeled by date and number.

H. Samples

Submit samples of the rock to Tidewater RC&D and the landowner for validation of conformance with information given and design concept expressed in the design documents. Samples shall demonstrate size, structural stability and standard colors and textures for the job.

I. Hours of Operation

- 1) All work may be performed between the hours of 7 am and 7 pm from Monday through Saturday. Holidays may be worked only with permission of the landowners.

- 2) There shall be no additional compensation beyond the bid amount for work performed at any time or day including holidays.
- 3) Should for any reason the contractor be working before light or after dusk, then the contractor is responsible for providing adequate lighting, in compliance with all OSHA and Coast Guard regulations.

J. Jobsite Safety

- 1) Caution shall be exercised by the Contractor at all times for the protection of persons and property and all safety regulations and provisions of applicable Federal, State and local laws, Building and Construction codes, including the requirements of the Occupational Safety and Health Administration shall be observed.
- 2) The Plans do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe execution of the Work, including but not limited to forms, falsework, scaffolding, proactive barricades, protective rails and warning lights. It is expressly stipulated that any examination and/or approval by the Engineer of the Contractor's plans for such items as well as for other items needed for execution prosecution of the work will cover only general conformance with the design concept of the project and general compliance with the information given in Contract Documents. In other words the Contractor is solely responsible for work safety on this project.
- 3) Should any representative from the Tidewater RC&D Council, the Navy or the landowner observe any practice or condition that is deemed to be unsafe, the contractor when notified shall take appropriate corrective action to insure safety.
- 4) In addition, caution is provided that should any unexploded ordnance be encountered while conducting fieldwork, it shall not be touched or attempted to be picked up or moved. Flagging should be placed, personnel removed from the area and either the RC&D or Navy be immediately contacted. It is not anticipated the any ordnance will be found but it is possible.
- 5) Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility of safe execution of the work at all times. In the event that the landowner, Navy or Tidewater RC&D Council are held by a court to be liable for personal injuries or damages to property arising from this project, the contractor shall indemnify the Tidewater RC&D Council, the Navy and the landowner against all claims.

K. Utilities

Utilities at the site shall be protected at all times. There is a fiber optics cable that crosses the property that must not be disturbed and there are overhead electrical lines. Contractor is to insure they are clearly marked and observed at all times.

L. Temporary Controls and Environmental Conditions

- 1) Contractor shall provide and maintain methods, equipment and temporary construction as necessary to provide controls over environmental conditions at the construction site and adjacent areas and remove physical evidence of temporary facilities at completion of Work.
- 2) Contractor shall be responsible for controlling all storm water runoff as designated in the Stormwater Permit during constructions.
- 3) Contractor's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable and to conform to OSHA standards.
- 4) Contractor shall be responsible for controlling objectionable dust and odor caused by his operation of vehicles and equipment.
- 5) Contractor will provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
- 6) Contractor shall provide equipment and personnel to perform emergency measures required to contain any spillages and to remove contaminated soils or liquids caused by construction equipment.
- 7) Contractor shall take special measures to prevent harmful substances from entering public waters and immediately notify Tidewater RC&D of any spill. Practices shall be implemented to prevent disposal of wastes, effluents, chemicals or other such substances adjacent to streams and rivers.
- 8) All of the Contractor's equipment used during construction shall conform to current federal, state and local laws and regulations.

M. Site Restoration

The contractor shall furnish all labor, materials, equipment and incidentals required to restore the site within the limits of work defined in the Design and on the staging area used to store equipment and materials. The access driveway will be restored to its original condition. To clarify original condition the Contractor will take photographs of the precondition of the site including the driveway, staging area and beach.

This includes removing any ruts and revegetating areas that have been disturbed. Seeding and fertilizing recommendations shall follow the Virginia Erosion and Sediment Control Handbook. Permanent vegetation will be deemed acceptable after a minimum 60 day establishment period when 80 percent of the denuded ground surface has permanent vegetation.