



Project Manual for

Albemarle County Sidewalks Improvements

- Rio Road Sidewalks
- Avon Street Extended Sidewalks
- 250W-Rockfish Gap Turnpike Sidewalks

VDOT Project #0000-002-R78, M-501
UPC-104159


IFB# 2021-12012-35

Bid Document Date:
10-28-2020

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For:
County of Albemarle
Office of Facilities Development
401 McIntire Road - Room 222
Charlottesville, Virginia 22902-4596



INVITATION FOR BIDS

Albemarle County Sidewalks Improvements
VDOT Project #0000-002-R78, M-501 (UPC 104159)
IFB No. 2021-12012-35

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**NOTICE OF
INVITATION FOR BIDS
IFB No. 2021-12012-35**

Sealed bids are invited for the construction of the Albemarle County Sidewalks Improvements along portions of Rio Road, Avon Street Extended, and 250W-Rockfish Gap Turnpike. The project is generally described as approximately 7,804 feet of sidewalk, curb & gutter, storm drainage, and paving.

Sealed bids will be received at the Albemarle County Purchasing Office, Room 248, Albemarle County Office Building, 401 McIntire Road, Charlottesville, Virginia. **The deadline for submitting bids is 2:00 P.M.**, as determined by the Purchasing Agent, on **Tuesday December 1, 2020**. The bids will be opened publicly and read aloud in a Virtual Bid Readings Thursday, December 3, 2020 (time to-be-determined). Contractors who submit bids will be provided with the virtual meeting information prior to the Bid Readings. If the County of Albemarle is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time

The estimated construction cost range for this project is \$1M-\$3M. A Bid Bond is required for any bid which exceeds \$100,000. The "Time for Completion" will be as detailed in the Bid Form.

Bids to be considered shall be received in a sealed envelope marked as follows: County of Albemarle, Purchasing Office, Room 248, Albemarle County Office Building, 401 McIntire Road, Charlottesville, VA 22902 / Contract: Albemarle County Sidewalk Improvements / IFB No. 2021-12012-35

Procedures for submitting a bid, claiming an error, withdrawal of bids, and other pertinent information are contained in the Instructions to Bidders, which is part of the Invitation for Bids. Withdrawal due to error in bid shall be permitted in accord with Section 9 of the Instructions to Bidders and §2.2-4330A (i), Code of Virginia. The Owner reserves the right to reject any or all bids.

A Virtual pre-bid conference will be held through an online meeting at 3:00 P.M., on November 10, 2020. **Attendance will be optional for those submitting a bid.** Bidders must contact Pam Graves with Timmons Group (e-mail: pam.graves@timmons.com or phone: 434-327-1682) a minimum of 48 hours prior to the meeting to obtain a calendar invite including directions on how to access the virtual meeting.

The contract shall be awarded on a lump sum basis as follows: the Total Base Bid Amount plus such successive Additive Bid Items as the Owner in its discretion decides to award.

Contractor registration in accordance with Title 54.1, Chapter 11, of the Code of Virginia, is required. See the Instructions to Bidders for additional qualification requirements. The Contractor shall be on the most recent list of VDOT Pre-Qualified contractors, with qualifications in the major work classes necessary to complete the project, as determined by the Engineer.

The Invitation for Bids for the above project, including the drawings and the specifications prepared by the **Timmons Group** and containing the information necessary for bidding, may be downloaded online from the Albemarle County Purchasing web site at www.albemarle.org/purchasing. Please note that Bidders are responsible to check the Purchasing web site and download any Addenda issued for this Bid.

The County of Albemarle does not discriminate on the basis of race, religion, color, sex, national origin, age or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act on the basis of such organization's religious or charitable character.

INSTRUCTIONS TO BIDDERS

The Invitation For Bids (IFB) consists of the Notice, this Instructions to Bidders, the Bid Form, the Pre-Bid Question Form, the Construction Contract General Conditions, the Supplemental General Conditions (if any), the Special Conditions (if any), the Forms to be used, and the Scope of Work as described by the Plans and Specifications, other documents listed in the Specifications, and any addenda which may be issued, all of which request qualified bidders to submit competitive prices or bids for providing the described work on the project.

1. **CONDITIONS AT SITE OR STRUCTURE:** Bidders shall be responsible for ascertaining pertinent local conditions such as location, accessibility, general character of the site or building, and the character and extent of existing work within or adjacent to the site. Claims, as a result of failure to have done so, will not be considered by the Owner. See Section 7 of the General Conditions entitled “Conditions at Site.”

2. **EXPLANATIONS TO BIDDERS:** Bidders may not rely on any oral explanation in regard to the meaning of drawings and specifications or oral instructions given before the award of the contract. Discrepancies, omissions or doubts as to the meaning of drawings and specifications shall be communicated in writing to the Architect/Engineer for interpretation. Bidders must use the “Prebid Question Form” provided in the bid documents. Bidders must so act to assure that questions reach the Architect/Engineer at least seven (7) days prior to the time set for the receipt of bids to allow a sufficient time for an addendum to reach them before the submission of their bids. If an addendum is required for clarification or interpretation of the Bid Documents, the addendum will be issued not later than five (5) days prior to the date set for the receipt of bids except an addendum withdrawing the invitation for bid or one which includes postponement of the date set for the receipt of bids. Any interpretation made will be in the form of an addendum to the Invitation For Bids, which will be made available to all bidders, and its receipt shall be acknowledged, in writing, by the bidder on the Bid Form.

3. **TIME FOR COMPLETION:**
 - (a) “Time for Completion” shall be designated by the Owner on the Invitation for Bids or other pre-bid documents and shall mean the number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. In some instances, the Time for Completion may be stated in the form of a Contract Completion Date based on a stipulated date of Notice to Proceed.

Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.

- (b) When the Notice to Proceed is issued, it will state a Contract Completion Date, which has been set by the Owner based on date of the Notice to Proceed and the Time for Completion.

- (c) The Contractor, in preparing and submitting his bid, is required to take into consideration normal weather conditions. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner as indicated in the General Conditions.

4. PREPARATION AND SUBMISSION OF BIDS:

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or nonresponsive.
- (b) Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder's authorized representative, with his usual signature. Bids by partnerships must be signed in the partnership name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his title as "President," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a ____" but bids shall be in the legal name of the person or entity submitting the bid.
- (c) Bids with the bid guarantee shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by the advertisement. If a contract is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1, Chapter 11, Section 1100, Code of Virginia, as amended, to be licensed in Virginia as a "Class A Contractor." If a contract is for ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000), or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is one hundred fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000), the bidder is required to be licensed in Virginia as a "Class B Contractor."

If the bidder is not properly licensed in Virginia at the time the bid is submitted, or if the bidder fails to provide this information on his bid or fails to promptly provide said Contractor license number to the Owner in writing when requested to do so after the opening of bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia, as amended, and his bid will not be considered.

- (d) The Board for Contractors has interpreted its regulations to mean "a licensed Contractor can bid on a contract which contains work outside his license classification(s) as long as he subcontracts those items for which he is not qualified to licensed contractors with the appropriate License Classification and the work of the second party is incidental to the contract." Therefore, the Owner may, as a part of determining whether the bidder is "responsible," require the apparent low bidder

to submit a listing of his subcontractors along with the license number and classification or specialty of each.

- (e) The bidder must also place its Employer Identification Number (SSN or FEIN) in the space provided on the Bid Form.
- (f) Every bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must 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, as amended, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must include in its bid the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A bidder required to be authorized to transact business in Virginia that fails to provide the required information shall not receive an award unless a waiver of this requirement and of any administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia, as amended, is granted by the Owner.

If awarded the Contract, the bidder 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. Doing so shall be deemed to be a violation of Section 2.2-4311.2 and the bidder understands and agrees that the Owner may void the Contract if the bidder fails to comply with this provision.

5. **BID GUARANTEE:**

- (a) Any bid (including the Total Base Bid plus all Additive Bid Items) which exceeds one hundred thousand dollars (\$100,000) shall be accompanied by a Bid Bond payable to the Owner as obligee in an amount equal to five percent (5%) of the amount of the bid. A Bid Bond may be required for projects having bids of less than one hundred thousand dollars (\$100,000) if such requirement is stated in the Notice of Invitation for Bids. The Bid Bond must be issued by a surety company which is legally authorized by the Virginia State Corporation Commission to do fidelity and surety business in the Commonwealth of Virginia. **The bid bond shall identify the name and address of an attorney-in-fact who is appointed to act on behalf of the surety. The attorney-in-fact shall affix to the bond a certified and current copy of the power of attorney.** Such Bid Bond shall guarantee that the bidder will not withdraw his bid during the period of sixty (60) days following the opening of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor included as a part of the IFB Documents; that he will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after he has received notice of acceptance of his bid, or other forfeiture under the Bid Bond, the bidder shall be liable to the Owner for the difference between the amount specified in said bid and such larger amount for which the Owner may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee.

This amount represents the damage to the Owner on account of the default of the bidder in any particular hereof. See §2.2-4336 of the Code of Virginia.

- (b) See §2.2-4338 of the Code of Virginia for provisions allowing alternative forms of bid security in lieu of a Bid Bond.
- (c) The Bid Bonds or other bid security will be returned to all except the three lowest bidders after the formal opening of bids. The remaining Bid Bonds or bid security will be returned to the bidders after the Owner and the accepted bidder have executed the Contract and the Performance Bond and the Payment Bond have been approved by the Owner.
- (d) If the required Contract and bonds have not been executed within sixty (60) days after the date of the opening of the bids, then the bond or other bid security of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.

6. WITHDRAWAL OR MODIFICATION OF BIDS:

- (a) **WITHDRAWAL:** Bids may be withdrawn by written or telefaxed notice received from bidders prior to the deadline fixed for bid receipt. The bidder has sole responsibility to ensure that such notice is received by the Owner in the appropriate office designated in the Instructions to Bidders, and the Owner shall not be responsible for ensuring accurate or prompt delivery. A withdrawal must be signed by the person signing the sealed bid or by other individual(s) who is authorized to act on behalf of the bidder. Such authorization must be provided in writing at the time of withdrawal, and stated on the face of the withdrawal notice. Withdrawn bids may be resubmitted by the bidder up to the deadline fixed for bid receipt.
- (b) **MODIFICATION:** Bids may be modified only in the following manner. E-mail or telefaxed modifications are not acceptable. All modifications must be signed by the person signing the sealed bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may only be made on the bid form itself. Written modifications must be signed by the person making the modification. The modification must state specifically what is to be modified and by what amount or it must state the item to be modified and what the corrected amount should be. (e.g. “Deduct \$25,000 from Part A and from the Total Base Bid Amount”; or “Add \$23,456 to the Total Base Bid Amount”; or “Deduct \$15,650 from the Additive # 2 amount”). A modification to “Deduct \$25,000 from Part A” will only be applied to Part A and not to the Total Base Bid Amount). Unless otherwise specified by the Bidder in the modification, the modification will be applied to the TOTAL BASE BID AMOUNT shown on the Bid Form (e.g. a modification stating only “Deduct \$25,000” which is properly signed will be deducted from the Total Base Bid Amount shown on the Bid Form).

7. RECEIPT OF BIDS:

- (a) Bids will be received at or before the date and the hour and at the place stipulated in the Invitation for Bids as may be modified by subsequent Addenda.
- (b) It is the responsibility of the bidder to assure that his bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids.

Therefore, it is the bidder's responsibility to take into account all factors which may impact on its bid deliverer/courier's ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or bid modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.

- (c) The Purchasing Agent is the Owner's representative designated to receive bids at the time and place noted in the IFB and to open the bids received at the appointed time.
- (d) The official time used for the receipt of responses is determined by reference to the clock designated by the Purchasing Agent. The Purchasing Agent shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Purchasing Agent and his assistants at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Purchasing Agent makes the deadline announcement.

8. OPENING OF BIDS:

- (a) Bids will be opened at the time and place stated in the Invitation for Bids or as modified by subsequent Addenda, and their contents publicly announced. The Purchasing Agent shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
- (b) The provisions of §2.2-4342 of the Code of Virginia shall be applicable to the inspections of bids received.

- 9. ERRORS IN BIDS:** A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice of a claim to withdraw a bid, in writing, and submit his original work papers, documents and materials used in the preparation of his bid, to the Purchasing Agent within two business days after the conclusion of the opening of bids. §2.2-4330(B)(1) of the Code of Virginia.

Failure of a bidder to give notice and submit his original work papers, documents and materials used in the preparation of his bid on or before the time, date and place required shall constitute a waiver by that bidder of his right to withdraw his bid due to a mistake.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded

or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder without such approval.

If a bid is withdrawn under authority of this section, the lowest remaining bid shall be deemed to be the low bidder on the project.

10. REJECTION OF BIDS: The Owner reserves the right to cancel the Invitation for Bids, to reject any and all bids at its sole discretion when such rejection is in the interest of the Owner, or to reject the bid of any bidder who is determined to be not responsive or not responsible. See §2.2-4319, Code of Virginia.

11. DETERMINATION OF RESPONSIBILITY:

Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications and financial ability to carry out the terms of the Contract.

Prior to award of the Contract, an evaluation will be made to determine if the low bidder has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required. Factors to be evaluated may include, but are not limited to:

- (a) sufficient financial ability to perform the contract as evidenced by the bidder's ability to obtain payment and performance bonds from an acceptable surety;
- (b) appropriate experience to perform the Work described in the bid documents;
- (c) any judgments entered against the bidder, or any officers, directors, partners or owners for breach of a contract for construction;
- (d) any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
- (e) a conviction of the bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to governmental or nongovernmental construction or contracting;
- (f) any current debarment of the contractor, any officer, director or owner, from bidding or contracting by any public body of any state, any state agency, or any agency of the federal government.

The Owner reserves the right to disqualify or refuse to accept the bid of any bidder who has been convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether federal, state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated.

A bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing in conformance with the procedures in §2.2-4359 of the Code of Virginia.

12. AWARD OF CONTRACT:

- (a) **Basis for Contract Award:** The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, if any, provided his bid is reasonable and it is in the best interest of the Owner to accept it and subject to the Owner's right to reject any and all bids and to waive informality in the bids and in the bidding. The Bid Form may contain a multi-part Base Bid and may contain Additive Bid Items. Determination of the lowest responsive bidder, if any, will be based on the Total Base Bid amount entered on the Bid Form including any properly submitted bid modifications plus as many Additive Bid Items taken in sequence as the Owner in its discretion chooses to Award. Where the sum of the values entered in the multiple parts do not agree with the Total Base Bid amount, the Total Base Bid amount entered on the Bid Form, including any properly submitted bid modifications, shall take precedence. In the event that the Total Base Bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate the Total Base Bid amount with the apparent low bidder to obtain a contract price within available funds, pursuant to §2.2-4318 of the Code of Virginia and Section 12(c) herein.
- (b) **Informalities:** The Owner reserves the right to waive any informality in the bids when such waiver is in the interest of the Owner.
- (c) **Negotiation With Lowest Responsible Bidder:** If award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of §2.2-4318 of the Code of Virginia (the Public Procurement Act), the Owner reserves the right to negotiate the Total Base Bid amount with the lowest responsive, responsible bidder to obtain a contract price within the available funds. This may involve changes in either the features or scope of the work included in the Base Bid. Such negotiations with the apparent low bidder may include reducing the quantity, quality, or other cost saving mechanisms involving items in the Total Base Bid. The Owner shall notify the lowest responsive and responsible bidder that such a situation exists and the Owner and bidder shall then conduct their negotiations in person, by mail, by telephone or by any means they find convenient. If an acceptable contract can be negotiated, the changes to the Invitation for Bid documents agreed upon in the negotiations shall be summarized in a "Post Bid Modification" and included in the contract. If an acceptable contract cannot be negotiated, the Owner shall terminate negotiations and reject all bids.
- (d) **Notice of Intent to Award or Notice of Award:** The Notice of Award or the Notice of Intent to Award will be posted on the Albemarle County Purchasing Office web site with the Invitation for Bid procurement documents (www.albemarle.org/purchasing). Any bidder or offeror who desires to protest the award or decision to award a contract shall submit the protest in writing to the Albemarle County Purchasing Agent no later than ten days after the posting of the Notice of Award or Notice of Intent to Award, whichever comes first (§ 2.2-4360).

13. **CONTRACT SECURITY:** For contracts of more than \$100,000, the Standard Performance Bond (Form AC-10) and the Standard Labor and Material Payment Bond (Form AC-10.1) shall be required, as specified in the Invitation for Bids documents. See the General Conditions and §2.2-4337 and §2.2-4338 of the Code of Virginia. The Owner reserves the right to require such bonds for contracts less than \$100,000. If the Owner so elects, the requirement shall be set forth in the Invitation for Bids. **The bonds shall identify the name and address of an attorney-in-fact who is appointed to act on behalf of the surety within the Commonwealth of Virginia. The attorney-in-fact shall affix to the bond a certified and current copy of the power of attorney.**

14. **CERTIFICATION:** The bidder, by his signature on the Bid Form, certifies that neither his organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government. See the statement “Disqualification of Contractors” in the Bid Form.
15. **ETHICS IN PUBLIC CONTRACTING:** The provisions, requirements and prohibitions as contained in Chapter 43, Article 6, §2.2-4367 et seq, Code of Virginia, pertaining to bidders, offerers, contractors, and subcontractors are applicable to this project.
16. **BUILDING PERMITS:** The Virginia Uniform Statewide Building Code shall apply to the Work and shall be administered by the local Building Official. The Building Permit will be obtained by the Contractor and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments shall be obtained and paid for by the Contractor. See Section 25 of the General Conditions for utility connection fees and services.
17. **MINORITY UTILIZATION:** The County of Albemarle, Virginia, encourages the participation of minority businesses in public procurement activities. Towards that end, the Owner encourages firms to provide for the participation of minority owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.
18. **BID DOCUMENTS:** Bid Documents are the property of the Owner and are available electronically through the Albemarle County Purchasing Office web site at www.albemarle.org/purchasing. Bidders are responsible to check the Purchasing web site and download any Addenda issued for the bid. A deposit is not required for downloading of electronic documents through the web site. The bidder is responsible for the cost of printing any contract documents necessary for bidding. If awarded a contract, the Owner will provide the contractor with two sets of contract documents (i.e. full sized drawings and specifications) for use in the field and the contractor will be responsible for the cost of printing any additional contract documents that may be needed.
19. **GENERAL CONDITIONS:** The County of Albemarle Construction Contract General Conditions are incorporated in the bid documents. If the General Conditions are incorporated by reference, the bidder may obtain a copy of the current edition of the Construction Contract General Conditions at no cost by request to the County of Albemarle, Facilities & Environmental Services - Project Management Division, 401 McIntire Road, Charlottesville, Virginia 22902 (434-872-4501).
20. **PREBID CONFERENCE:** See the Invitation for Bids for requirements for a prebid conference and whether such conference is mandatory or optional.
21. **INSPECTION OF BID DOCUMENTS:** Copies of the Invitation for Bids documents including Plans and Specifications will, upon request, be made available for inspection at the Albemarle County Facilities & Environmental Services Department - Project Management Division, or the A/E’s office.
22. **DRUG-FREE WORKPLACE REQUIRED:** Bidders are reminded that §2.2-4312 of the Code of Virginia requires that during the performance of the contract resulting from this solicitation, 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 in accordance with this solicitation, 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.

- 23. CERTIFICATION OF CRIMES AGAINST CHILDREN:** Pursuant to Virginia Code §22.1-296.1(C), as a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the School Board requires the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. This requirement does not apply to a contractor or his employees providing services to the School Board in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

PREBID QUESTION FORM

(Use separate form for each question submitted.)

DATE: _____

**PROJECT: Albemarle County Sidewalks Improvements
IFB No. 2021-12012-35**

The following question concerns Drawing Sheet (number)_____:

The following question concerns Specifications Section (number)_____, page _____, paragraph _____:

All responses to questions will be made by Addendum.

Questions submitted by: _____
Name Organization

Email Form To: County of Albemarle Purchasing – scash2@albemarle.org
County of Albemarle Project Manager – jkelsey2@albemarle.org
MBP – Duncan Stewart, P.E., C.C.M., P.S.P., dstewart@mbpce.com
Timmons Group – Jonathan Showalter, P.E. jonathan.showalter@timmons.com

Or
Mail/Fax Form to: County of Albemarle
Purchasing Department
401 McIntire Road
Charlottesville, Virginia 22902-4596
FAX: (434) 972-4006

Duncan Stewart
McDonough Bolyard Peck Inc.
Boulders VI
7401 Beaufont Springs Drive, Suite 301
Richmond, VA 23225

Jonathan Showalter
Timmons Group
608 Preston Avenue, Suite 200
Charlottesville, VA 22903
FAX: (434) 295.1800

BID FORM

DATE: _____

PROJECT TITLE: Albemarle County Sidewalks Improvements
IFB No. 2021-12012-35

TO: County of Albemarle, Virginia, and/or
The County School Board of Albemarle County, Virginia
Purchasing Office – Room 248
Albemarle County Office Building
401 McIntire Road
Charlottesville, VA 22902

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated October 28, 2020, and the Addenda noted below, as prepared by Timmons Group in Charlottesville, Virginia for the consideration of the following amount:

BASE BID (including the following parts but excluding work in Additive Bid Items):

PART A.

Lump sum price for the construction of the Rio Road Sidewalk Improvements-Section 1 Project including, but not limited to demolition, all earthwork (including regular and borrow), storm sewer, underdrains, pavement, pavement markings, utility adjustments, maintenance of traffic, erosion and sediment control/seeding, and all appurtenances to provide a complete project in accordance with the Plans and Specifications.

PART A = _____ Dollars (\$ _____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

PART B.

Lump sum price for the construction of the Rockfish Gap Turnpike Sidewalk Improvements Project including, but not limited to demolition, all earthwork (including regular and borrow), storm sewer, underdrains, pavement, pavement markings, utility adjustments, maintenance of traffic, erosion and sediment control/seeding, and all appurtenances to provide a complete project in accordance with the Plans and Specifications.

PART B = _____ Dollars (\$ _____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

PART C.

Lump sum price for the construction of the Avon Extended Sidewalk Project including, but not limited to demolition, all earthwork (including regular and borrow), storm sewer, underdrains, pavement, pavement markings, utility adjustments, maintenance of traffic, erosion and sediment control/seeding, and all appurtenances to provide a complete project in accordance with the Plans and Specifications.

PART C = _____ Dollars (\$ _____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Base Bids for PARTS D, E and F shall be based on the estimated quantities indicated to be provided complete and in accordance with the applicable portions of the plans and specifications. Payment amounts for each of these items will be based on the actual quantities authorized, provided and approved times the unit prices indicated by the bidder. The final contract amount shall be adjusted upward or downward based on the actual payment amounts versus the bid amounts for PARTS D, E and F.

PART D EXCAVATION OF ADDITIONAL UNSUITABLE MATERIAL

Excavation of unsuitable material, where authorized or directed, below or in addition to the levels required for the work in Part A, Part B, and Part C, place geotextile fabric and backfill with compacted material per specifications. Unit Price shall include proper disposal off-site of unsuitable material. (Price shall be per cubic yard.) Include in the unit price the cost of quantity verification by a Surveyor Licensed in the Commonwealth of Virginia. Final amount shall be adjusted upward or downward based on actual quantity authorized.

Estimated quantity of 1220 cy @ \$ _____ per cy = _____

PART D = _____ Dollars (\$ _____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

PART E. EXCAVATION OF ROCK MATERIAL

Excavation of ROCK material, where authorized or directed, proper disposal off-site of excess, material and backfill with compacted trench fill material per specifications. (Per cubic yard.) Include in the unit price the cost of quantity verification by a Surveyor Licensed in the Commonwealth of Virginia. Final amount shall be adjusted upward or downward based on actual quantity authorized.

Estimated quantity of 245 cy @ \$ _____ per cy = _____

PART E = _____ Dollars (\$ _____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

PART F. EXCAVATION OF ROCK MATERIAL AT TRENCHES

Excavation of ROCK material, where authorized or directed, proper disposal off-site of excess material and backfill with compacted trench fill material per specifications. (Price per cubic yard.) Include in the unit price the cost of quantity verification by a Surveyor Licensed in the Commonwealth of Virginia. Final amount shall be adjusted upward or downward based on actual quantity authorized.

Estimated quantity of 515 cy @ \$_____ per cy = _____

PART F = _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

TOTAL BASE BID AMOUNT (For PARTS A, B, C, D, E & F) IS:

_____ **Dollars (\$_____)**
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ADDITIVE BID ITEM 1: Lump sum price for construction of the Rio Road Sidewalk Improvements – Section 2 (Sta 10+00 to 13+92) including, but not limited to demolition and earthwork, storm sewer and hydraulics, pavement, geometric, guardrail, pavement markings, miscellaneous, utility adjustments, maintenance of traffic, erosion and sediment control/seeding, and all appurtenances to provide a complete project in accordance with the drawings and specifications.

_____ Dollars (\$_____) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ADDITIVE BID ITEM 2: Lump sum price for construction of the Rio Road Sidewalk Improvements – Section 2 (Sta 13+92 to 17+20) including, but not limited to demolition and earthwork, storm sewer and hydraulics, pavement, geometric, guardrail, pavement markings, miscellaneous, utility adjustments, maintenance of traffic, erosion and sediment control/seeding, and all appurtenances to provide a complete project in accordance with the drawings and specifications.

_____ Dollars (\$_____) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ADDITIVE BID ITEM 3: Lump sum price for construction of the Rio Road Sidewalk Improvements – Section 2 (Sta 17+20 to 18+54) including, but not limited to demolition and earthwork, storm sewer and hydraulics, pavement, geometric, guardrail, pavement markings, miscellaneous, utility adjustments, maintenance of traffic, erosion and sediment control/seeding, and all appurtenances to provide a complete project in accordance with the drawings and specifications.

_____ Dollars (\$) _____) (Amount shall be shown in both words

Contract award will be based on the **TOTAL BASE BID AMOUNT shown above** (including any properly submitted bid modifications) plus as many Additive Bid Items as the Owner in its discretion decides to award.

The undersigned understands that time is of the essence and agrees that the time for Substantial Completion of the entire project shall be 300 consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

Acknowledgment is made of receipt of the following Addenda:

If notice of acceptance of this bid is given to the undersigned within 60 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form (County of Albemarle Contract Between Owner and Contractor, Form AC-9) within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The undersigned certifies that it does not and will not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

CERTIFICATION OF NO COLLUSION: The undersigned does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is incorporated that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that they are fully authorized to sign the proposal on behalf of the firm listed and to all conditions and provisions thereof. The firm name given below is the true and complete name of the bidder and the bidder is legally qualified and licensed by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No. _____

Bidder _____
(Name of Firm)

Contractor Class _____

By _____
(Signature)

Valid Until _____

(Typed Name)

FEIN/SSN: _____

Title _____

If Partnership (List Partner's Names)

If Corporation, affix Corporate Seal & list
State of Incorporation
State: _____
(Affix Seal)

Business Address:

Telephone No.: _____

Fax No.: _____

Email: _____

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The bidder:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	<p>is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of:</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining bank accounts; 4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; 9. <input type="checkbox"/> Owning, without more, real or personal property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature; 11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films which are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth. <p>-OR-</p>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CHANGE ORDER PRICES

Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans and accompanying bid documents. Estimated quantities are provided but are not intended to over-ride information shown on the Plans, and do not include all incidentals necessary to complete the work. The Lump Sum price provided by the bidder includes all material quantities required to perform the Base Bid of the project. With the exception of Part D, Part E, and Part F in the Bid Form, material quantities will not be tracked and used as justification for payment during construction. Items include Part B, Part C, and Part D of the Bid Form are intended to represent conditions expected to be encountered in the project. The quantities will be tracked, and the Owner will pay extra for or be provided a credit for the over-runs or under-runs of these items at the unit prices quoted herein.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these quantities are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order as defined in Section 38. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract and will be utilized as defined in Section 38(a)(2).

Albemarle County reserves the right to reject an individual unit price included herein prior to award of the contract. Items listed below may or may not be on the bid plans. Unit prices shall be provided for each item, except those clearly labeled as not applicable (N/A). If a change order is required during construction that utilizes an item denoted as N/A or a unit price that is otherwise rejected, the price for that work will be determined based on Section 38. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form.

<u>Line No.</u>	<u>VDOT Item No.</u>	<u>VDOT Spec. No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.	00111	301	Clearing and Grubbing	AC	\$ _____
2.	22410	508	Demolition of Pavement	SY	\$ _____
4.	N/A		Remove RCP	LF	\$ _____
5.	00120	303	Regular Excavation	CY	\$ _____
6.	N/A		Excess Excavation (Allowance)	CY	\$ _____

7.	00136	303	Borrow Excavation	CY	\$ _____
8.	N/A		Large Tree Removal	EA	\$ _____
9.	13565	506	Retaining Wall Excavation	CY	\$ _____
11.	01126	302	12" Storm Sewer Pipe	LF	\$ _____
12.	01156	302	15" Storm Sewer Pipe	LF	\$ _____
13.	1186	302	18" Storm Sewer Pipe	LF	\$ _____
14.	06835	302	Drop Inlet DI-3C, L=6'	EA	\$ _____
15.	06818	302	Drop Inlet DI-3B, L=6'	EA	\$ _____
17.	06817	302	Drop Inlet DI-3B, L=4'	EA	\$ _____
18.	07506	302	Drop Inlet DI-5, 1' DEEP V TOP	EA	\$ _____
19.	06765	302	Drop Inlet DI-2C, L=6'	EA	\$ _____
20.	06749	302	Drop Inlet DI-2B, L=8'	EA	\$ _____
21.	06750	302	Drop Inlet DI-2B, L=10'	EA	\$ _____
22.	09046	302	Manhole MH-1	LF	\$ _____
24.	00588	501	Underdrain UD-4	LF	\$ _____
25.	10608	315	Asphalt Concrete Type SM-12.5D	TON	\$ _____
26.	10643	315	Asphalt Concrete Type BM-25.0D	TON	\$ _____
27.	10128	308	Aggregate Base Material Type 1, No. 21B	TON	\$ _____
28.	10128	308	Aggregate Base Material Type 1, No. 21B (Var. Under Curb)	TON	\$ _____
29.	10128	308	Aggregate Base Material Type 1, No. 21B (Under Sidewalk)	TON	\$ _____
31.	11040	316	Concrete Entrance Pave. 7"	SY	\$ _____

32.	16516	515	Flexible Pavement Planning Tie-In (0'-1.5")	SY	\$ _____
33.	13220	504	Hydr. Cement Concrete Sidewalk 4"	SY	\$ _____
34.	N/A		Aggregate Base Material Crusher Run (Gravel Driveway)	TON	\$ _____
35.	N/A		Hydr. Cement Concrete Reinforced 6" (Driveway)	SY	\$ _____
37.	N/A		Standard CG-12 Handicap Ramp	EA	\$ _____
38.	N/A		Stop Bar	LF	\$ _____
39.	N/A		Single Thermoplastic Line	LF	\$ _____
40.	12600	502	Standard Combination Curb and Gutter CG-6	LF	\$ _____
41.	12700	502	Standard Combination Curb and Gutter CG-7	LF	\$ _____
42.	51951	510	Replace/Relocate Existing Signs/Mailboxes	EA	\$ _____
44.	13530		VDOT RW-3 Retaining Wall	CY	\$ _____
45.	N/A		Modifications to Signal for Pedestrian Crossing		\$ _____
46.	N/A		Adjust Existing Water Valve of Meter Box to grade	EA	\$ _____
47.	N/A		Adjust Existing Water Service Line	SF	\$ _____
48.	N/A		Topsoil, Seed, Fertilizer & Lime	AC	\$ _____
50.	27505	303	Temporary Silt Fence	LF	\$ _____
51.	27461	303	Inlet Protection (Type B)	EA	\$ _____
52.	N/A		Culvert Inlet Protection	EA	\$ _____
53.	27415	303	Check Dam (Rock) Type 2	EA	\$ _____
54.	27321	606	Protective Covering EC-2	SY	\$ _____
55.	24420	508	Demolition of Ex. Conc. Pav. Ditch	SY	\$ _____

57.	N/A		Remove Inlet Top	EA	\$ _____
58.	26117	414	Dry Rip-Rap Class AI	TON	\$ _____
59.	54032	704	Type B Class I Pavement Line Marking 4"	LF	\$ _____
60.	54034	704	Type B Class I Pavement Line Marking 6"	LF	\$ _____
61.	54042	704	Type B Class I Pavement Line Marking 24"	LF	\$ _____
62.	54574	704	Pavement Symbol Marking (Single Turn Arrow) Type B Class I	EA	\$ _____
64.	54577	704	Pavement Symbol Marking (Double Turn Arrow) Type B Class I	EA	\$ _____
65.	54581	704	Pavement Symbol Marking (Triple Turn Arrow) Type B Class I	EA	\$ _____
66.	12030	502	CG - 3	LF	\$ _____
67.	N/A		Pipe Rail on Back of Guardrail	LF	\$ _____
68.	50108	701	Sign Panel	EA	\$ _____
70.	50430	700	Signpost STP-1, 2", 14 gage	EA	\$ _____
71.	50490	700	Concrete Foundation STP-1, Type F	EA	\$ _____
72.	25003	504	Handrail HR-1, Type II	LF	\$ _____
73.	N/A		Rapid Flashing Beacon Assemblies	EA	\$ _____
74.	N/A		Adjust Water Valve to Match Prop Grade	EA	\$ _____
75.	N/A		Relocate Water Main Mobilization	EA	\$ _____
77.	N/A		12" Water Line Bend or Tee	EA	\$ _____
78.	N/A		TS&V	EA	\$ _____
79.	40121	520	12" Water Main	LF	\$ _____
80.	N/A		Reloconnect Fire Hydrant 6" Water Line	EA	\$ _____

81.	N/A		Adjust ACPS Vault to Prop. Grade	EA	\$ _____
83.	N/A		Adjust Lumos Vault to Prop. Grade	EA	\$ _____
84.	24278	512	Group II Channelizing Devices	DAY	\$ _____
85.	24160	512	Temporary (Construction) Sign	SF	\$ _____
86.	24282	512	Flagger Service	HR	\$ _____
87.	24272	512	Truck Mounted Attenuator	HR	\$ _____
88.	54428	512	Temporary Pavement Marking (Type A) 4"	LF	\$ _____
90.	54440	512	Temporary Pavement Marking (Type A) 24"	LF	\$ _____
91.	54105	512	Eradication of Existing Linear Pavement Marking	LS	\$ _____
92.	24281	512	Electronic Arrow Board	DAY	\$ _____
93.	50108	701	Sign Panel	HR	\$ _____
94.	50434	700	Signpost STP-1, 2 1/2", 10 Gauge	LF	\$ _____
95.	51834	703	Hanger Assembly SMB-2, One Way	EA	\$ _____
97.	51838	703	Hanger Assembly SMB-3, One Way	EA	\$ _____
98.	52403	703	Pedestrian Signal Head SP-8	EA	\$ _____
99.	52002	700	Accessible Ped. Push Button PA-2	EA	\$ _____
100.	56032	700	2" Metal Conduit	LF	\$ _____
101.	52002	700	Accessible Ped. Push Button PA-4	EA	\$ _____
103.	51210	700	Pedestal Pole PF-2, 10'	EA	\$ _____
104.	50486	700	Concrete Foundation STP-1, Type B	EA	\$ _____
105.	51240	700	Concrete Foundation PF-2	EA	\$ _____

106.	56014	700	Elect. Ser. Grd. Electrode (10')	EA	\$ _____
107.	51700	700	14/2 Conductor Cable Shielded	LF	\$ _____
108.	51602	700	14/4 Conductor Cable	LF	\$ _____
110.	56050	700	Bored Conduit 2"	LF	\$ _____
111.	56051	700	Bored Conduit 3"	LF	\$ _____
112.	56053	700	2" PVC Conduit	LF	\$ _____
113.	56200	700	Trench Excavation ECI-1	LF	\$ _____
114.	55587	700	Junction Box JB-S2	EA	\$ _____
116.	N/A		NS Rectangular Rapid Flashing Beacon Assembly	EA	\$ _____
117.	13220	504	Hydr. Cement Concrete Sidewalk 4"	SY	\$ _____

COUNTY OF ALBEMARLE



CONSTRUCTION CONTRACT GENERAL CONDITIONS

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1. DEFINITIONS

Whenever used in these Construction Contract General Conditions (“General Conditions”) or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

Architect, Engineer, Architect/Engineer or A/E: The term used to designate the Architect and/or the Engineer that contracts with the Owner to provide the Architectural and Engineering services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any associates or consultants employed by the A/E to assist in providing the A/E services.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

Building Permit: See “Permit” below.

Change Order: A document (Form AC-11) issued on or after the effective date of the Contract Between Owner and Contractor (Form AC-9) which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. A Change Order once signed by all parties, with the exception of a Unilateral Change Order that is only signed by the Owner, is incorporated into and becomes a part of the Contract.

Claim: A demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

Code of Virginia: 1950 Code of Virginia as amended. Sections of the Code referred to herein are noted by §xx-xx.

Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Contract: The Contract Between Owner and Contractor, Form AC-9, hereinafter referred to as the Contract.

Contract Completion Date: The date by which the Work must be substantially complete. The Contract Completion Date is customarily established in the Notice To Proceed, based on the Time for Completion. In some instances, however, the Contract contains a mandatory Contract Completion Date, which shall be stated in the Invitation for Bid or Request for Proposal, as applicable.

Contract Documents: The Contract Between Owner and Contractor (Form AC-9) signed by the Owner and the Contractor and any documents expressly incorporated therein. Such incorporated documents customarily include the bid submitted by the Contractor, these General Conditions, any Supplemental General Conditions, any Special Conditions, the plans and the specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the Work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work.

Date of Commencement: The date as indicated in the written Notice to Proceed or a date mutually agreed to between the Owner and Contractor in writing.

Day(s): Calendar day(s) unless otherwise noted.

Defective: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents or does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior to the A/E's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or Beneficial Occupancy).

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Field Order: A written order issued by the A/E or Owner which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Architect/Engineer and the Contractor that the Work is totally complete in accordance with Section 43(b).

Final Payment: The final payment that the Contractor receives pursuant to the applicable provisions of Section 36, except in the event no final payment is made due to termination of the Contract under either Sections 40 or 41. In the event of a termination for cause under Section 40, the Final Payment shall be when the termination became effective. In the event of a termination for convenience under Section 41, the Final Payment shall be either the payment of compensation for termination that the Contractor receives according to the provisions of Subsection 41, or the Owner's determination that no compensation for termination is due the Contractor under Subsection 41, as the case may be.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the

contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the critical path and delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Notice: All written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery. All notices to the Owner should be directed to the Project Manager.

Notices transmitted by Facsimile (Fax) or Email are acceptable for the Project. If faxed, Notices shall be transmitted to the Fax number listed in the Contract and shall have a designated space for the Fax Notice recipient to acknowledge his receipt by authorized signature and date. The Fax Notice with authorized signature acknowledging receipt shall be Faxed back to the sender. If emailed, Notices shall be transmitted to the email address listed in the Contract. The Email Notice recipient shall acknowledge receipt by emailing back to the sender and responding to the Emailed Notice. Notice shall be effective upon the date of acknowledgment of the Faxed or Emailed Notice or the date of delivery, whichever occurs first.

Notice to Proceed: A written notice given by the Owner to the Contractor (with a copy to A/E) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily identify a Contract Completion Date.

Owner: County of Albemarle, Virginia and/or The County School Board of Albemarle County, Virginia.

Permit: The term "permit" as used herein shall mean any and all permits required to comply with local, state, and federal codes or laws (including but not limited to building permit, erosion and sediment control permit, and any other permit required by state, federal, and local jurisdictions).

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings and/or Architect/Engineer sketches which are included in the Contract Documents.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the “Work” described by the Contract Documents.

Project Inspector: One or more persons and/or firms employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the Site to the extent required by the Owner. The scope of the Project Inspector’s authority with respect to the Contractor is limited to that indicated in Section 16(e) and (f).

Project Manager: The Project Manager as used herein shall be the Owner’s designated representative on the Project. The Project Manager shall be the person through whom the Owner generally conveys written decisions and notices. All notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Project Manager. The Owner may change the Project Manager from time to time and may, in the event that the Project Manager is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Project Manager.

Provide: Shall mean furnish and install ready for its intended use.

Schedule of Values: The schedule prepared by the Contractor and acceptable to the Owner which indicates the value of that portion of the Contract Price to be paid for each trade or major component of the Work.

Site: Shall mean the location at which the Work is performed or is to be performed.

Special Conditions: Provisions of a contract that are specific to the project under consideration and do not fall under General Conditions or Supplemental General Conditions.

Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Code Official to determine code compliance and for the Contractor to perform the Work. (The General Conditions, any Supplemental General Conditions, Special Conditions, various bidding information and instructions, and blank copies of various forms to be used during the execution of the Work are usually bound with the Specifications.)

Subcontractor: A person having a direct contract with Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project.

Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after

obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplemental General Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Supplier: A manufacturer, fabricator, distributor, materialman or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. When the Notice to Proceed is issued, it states a Contract Completion Date, which has been set by the Owner based on the Time for Completion.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unilateral Change Order: A Change Order from the Owner directing the Contractor to proceed with work within the scope of the contract which may be undefined or for which there is no agreement on the cost or time associated with the work.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents or which may reasonably be expected to be provided as part of a complete, code compliant and functioning system for those systems depicted in the plans and specifications.

2. CONTRACT DOCUMENTS

- (a) The Contract Between Owner and Contractor (AC-9), the Standard Performance Bond (AC-10), the Standard Labor and Material Payment Bond (AC-10.1), the Schedule of Values and Certificate for Payment (AC-12), the Affidavit of Payments of Claims (AC-13), the Contractor's Certificate of Substantial Completion (AC-13.2a), and the Contractor's Certificate of Completion (AC-13.2) issued by the County of Albemarle are forms incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein. They must be used by the Contractor for their respective purposes.
- (b) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.
- (c) The Contract Between Owner and Contractor shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.

- (d) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Contract Between Owner and Contractor; the Special Conditions; the Supplemental General Conditions; the General Conditions; the specifications with attachments; and the plans.
- (e) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.
- (f) All correspondence, invoices, memoranda, submittals and other documents related to this Project whether generated by the Owner, the A/E, the Contractor or others should be identified at the beginning of the document with the Project Title shown in the Contract. Additional identification such as a job number, purchase order number or such may also be shown at the Owner's option.

3. LAWS, REGULATIONS AND PERMITS

- (a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3, Code of Virginia, and by applicable regulations.
- (b) This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.
- (c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (d) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.
- (e) Building Permit: The Virginia Uniform Statewide Building Code applies to the Work and is administered by the local Building Official. The Building Permit will be obtained by the Contractor and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments shall be obtained and paid for by the Contractor. See Section 25 for utility connection fees and services.

- (f) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 37 of these General Conditions with respect to each lower-tier Subcontractor and Supplier.
- (g) The Contractor, if not licensed as an asbestos abatement contractor in accordance with §54.1-514, Code of Virginia, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors for the Work required.
- (h) Lead-Based Paint Activities: If the Contract Documents indicate that lead-based paint is present on existing materials, components, or surfaces, the Contractor shall conform to the following:
 - (1) The requirements set forth in 59 Federal Register 45,872 (September 2, 1994) Proposed Rule - Lead; Requirements for Lead-based Paint Activities (Proposed Rules) in selecting and performing the means, methods and procedures for performing the Work. This includes, but is not limited to, training of personnel, lead abatement, encapsulation of lead containing materials, removal and handling of lead containing materials, and methods of disposal. When the Final Rule, to be codified at 40 CFR 745, supersedes the Proposed Rule, the Contractor shall be responsible for conforming to the Final Rule, as of the effective date set forth therein.
 - (2) The requirements for employee protection contained in 29 CFR Part 1926, Subpart D, and the requirements for record-keeping contained in 29 CFR Part 1910.
 - (3) The Virginia Department of Labor and Industry's (DLI) Emergency Regulation published in the May 27, 1996 Virginia Register, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI.
- (i) If the Contractor violates laws or regulations that govern the Project, the Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold the Owner harmless against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that result from such violation.
- (j) Land Disturbance Activities: If the Work includes any land disturbing activities, the Contractor shall be responsible for obtaining an Albemarle County Land Disturbance Permit. The Contractor shall have an individual certified by the Department of Conservation and Recreation (DCR) as a Responsible Land Disturber (RLD) on the project site at all times during the construction project where land is being disturbed in accordance with §10.1-563, Code of Virginia.

All construction activities involving land disturbances equal to or exceeding ten thousand (10,000) square feet must be covered by a Virginia Stormwater Management Program (VSMP) permit approved and issued by the County in accordance with the County of Albemarle's Water Protection Ordinance. The Owner is responsible for securing permit coverage for all applicable land disturbing activities performed, including within any easements that directly relate to the construction site activity. The Contractor shall sign a certification statement to comply with all conditions of the

permit, shall accept assignment as the responsible party prior to issuance of the Land Disturbance Permit, and shall sign all Responsible Land Disturber (RLD) forms.

The Contractor shall be responsible for securing permit coverage for support facilities that are not located within the project limits of disturbance. The Contractor shall be responsible for all costs to obtain permit coverage for all support facilities (both on-site and off-site) not included in the construction plans or contract documents for the project. The Owner will not be responsible for any inconvenience, delay, or loss experienced by the Contractor as a result of his failure to gain access to any support facility areas at the time contemplated.

- (k) Environmental Permitting: The Contractor shall sign a certification to comply with all conditions of any environmental permits required for the project (e.g. wetland or stream mitigation permit, floodplain development permit, etc.). The Contractor shall adhere to any time-of-year restriction conditions as required by state and federal permitting agencies. No in-stream work shall be permitted during in-stream time-of-year restrictions.
- (l) Virginia Department of Transportation (VDOT) Land Use Permit: The Contractor shall be responsible to obtain a VDOT Land Use Permit for projects requiring such permit. The Contractor shall be responsible for all costs associated with obtaining such permit.
- (m) The Contractor is responsible for ensuring that all permits required to perform the work are obtained and that all conditions of those permits are met throughout the duration of the project.

4. NONDISCRIMINATION

- (a) §2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:

“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 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.

2. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and c) in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or vendor.”
- (b) Where applicable, the Virginians with Disabilities Act and the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- (a) §2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

“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 in accordance with this chapter, 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.”

- (b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
 1. the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
 2. the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

6. TIME FOR COMPLETION

- (a) The Time for Completion shall be designated by the Owner on the Invitation for Bids, Request for Proposals or other prebid/proposal documents. In some instances, the Time for Completion may be stated on the Invitation for Bids, Request for Proposals or other prebid/pre-proposal document in the form of a Contract Completion Date. The Work must be substantially completed by the Time for Completion or the Contract Completion Date. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.
- (b) The Time for Completion shall be stated in the Contract Between Owner and Contractor and shall become a binding part of the Contract upon which the Owner may rely in planning the use of the

facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Time for Completion or Contract Completion Date, as set forth in the Contract, he shall be subject to payment of actual damages incurred by the Owner or liquidated damages, if provided for in the Contract.

- (c) The Contractor, in submitting his bid, acknowledges that he has taken into consideration normal weather conditions. The listing below defines the monthly anticipated days of adverse weather for each month and is based upon NOAA climatological data for Charlottesville, Virginia. Adverse weather days shall be days of actual precipitation of 0.10 inch or greater.

<u>Jan*</u>	<u>Feb*</u>	<u>Mar*</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec*</u>
6	6	7	6	8	6	8	8	6	5	5	6

* In addition to the anticipated days of adverse weather noted above, the Contractor must include one day of adverse weather impact (snow, ice, mud) for each day of actual adverse weather during the months of January, February, March, and December.

The anticipated days provided above will constitute the baseline for adverse weather time evaluations.

For projects not involving buildings, throughout the portion of the contract from the date of Notice to Proceed until the project is substantially complete, actual adverse weather days are to be recorded by the Contractor and verified by the A/E each month.

For projects involving buildings, throughout the portion of the contract from the date of Notice to Proceed until the building is “dried in”, actual adverse weather days are to be recorded by the Contractor and verified by the Architect each month. The building shall be considered “dried in” when the exterior block walls or stud and sheathing walls are in place, and a temporary (or permanent) roof is in place. Upon determination by the Owner and Architect that the building is in fact dried in, requests for additional time due to weather delays will not be accepted for any work within the building footprint.

The total anticipated adverse weather days for the project shall be the sum of all the monthly days for each month from the date of Notice to Proceed until the project is substantially complete, or until the date the building is to be “dried in”, according to the Contractor’s schedule.

If the total number of actual adverse weather days plus adverse weather impact days exceeds the anticipated adverse weather days determined above, the excess days may be used as a basis to determine whether a Contractor is entitled to a time extension. The adverse weather must have prevented work for fifty percent (50%) or more of the Contractor’s work day and delayed work critical to the timely completion of the project.

The Contractor’s schedule must indicate the critical (path) work and must reflect the above anticipated adverse weather days for all weather dependent activities.

- (1) The extension requested must be supported by a delay in completion of the entire Project shown on the critical path of the accepted CPM Schedule or the approved bar graph schedule

required for the Project. Extensions will be granted only for delays in completion of the Project, not for that portion of any delay which consumes only “float” time.

- (2) A request for extension of time based on abnormal weather must be made in writing within ten (10) calendar days of the completion of the calendar month during which abnormal weather is claimed at the Site.
- (3) All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before any consideration will be given to the request. That supporting data shall be submitted by the end of the calendar month following the month for which the request is made. Time extensions for adverse weather related days granted by the Owner will extend the Contract Completion Date but will not include additional compensation to the Contractor. Weather-related time extension(s) shall not be compensable.
- (d) The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that he will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy not later than the Time for Completion or Contract Completion Date. The Contractor agrees and warrants that he will achieve Final Completion of the Work (the entire completion of all Work, including “punch list” items), not later than the number of days as specified in the Contract Documents after achieving Substantial Completion.

7. CONDITIONS AT SITE

- (a) The Contractor and its Subcontractors shall have visited the Site prior to bidding or submitting a bid or proposal and are totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing conditions, improvements and work within or adjacent to the Site. It is understood that the Contractor accepts conditions at the site as of the date of its bid or proposal and no allowances will be made after award for any future error or negligence by Contractor or Subcontractors. Claims, which result from the Contractor’s failure to do so, will be deemed waived.
- (b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Architect/Engineer before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Architect/Engineer shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions. Any change in the cost of the Work or additional time needed for completion must be requested pursuant to Sections 38 and/or 42 of these General Conditions.

- (c) If the Contractor, during the course of the Work, observes the existence of any material which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

8. CONTRACT SECURITY

- (a) For Contracts with a value exceeding one hundred thousand dollars (\$100,000), the Contractor shall deliver to the Owner or its designated representative, a Standard Performance Bond (Form AC-10) and a Standard Labor and Material Payment Bond (Form AC-10.1), each fully executed by the Contractor and one or more surety companies legally licensed to do business in Virginia and each in an amount equal to one hundred percent (100%) of the accepted bid. The bonds shall identify the name and address of an attorney-in-fact who is appointed to act on behalf of the surety within the Commonwealth of Virginia. The attorney-in-fact shall affix to the bond a certified and current copy of the power of attorney. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to approval by the Owner. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner. The Standard Performance Bond and Standard Labor and Material Payment Bond will be held for one year after final acceptance of the Work or as described in the bond forms.
- (b) For the purposes of all Standard Labor and Material Payment Bonds entered into, the term “subcontractors” as used in §2.2-4337(A.2) of the Code of Virginia is interpreted to mean any contractors who participated in the prosecution of the Work undertaken by the Contractor (referred to in §2.2-4337(A.2) of the Code of Virginia as the “prime contractor”), whether such contractor had a direct contract with the Contractor (prime contractor) or whether there were one or more other intervening Subcontractors contractually positioned between it and the Contractor (prime contractor).
- (c) See §2.2-4338 of the Code of Virginia, for alternative forms of security for payment and/or performance bonds.
- (d) For contracts with a value of less than one hundred thousand dollars (\$100,000), the Contractor will not be required to provide a Standard Performance Bond and a Standard Labor and Material Payment Bond as described above unless the Invitation for Bid or Request for Proposal states that such bonds will be required.

9. SUBCONTRACTS

- (a) The Contractor shall, as soon as practicable after the signing of the Contract and prior to commencement of Work, notify the Owner and Architect/Engineer in writing of the names of all Subcontractors proposed for the Work and of such others as the Architect/Engineer may direct. Subcontractors whose names do not appear on the list must be approved by the Owner. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals

performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the Architect/Engineer shall direct the Contractor to contract with any particular Subcontractor unless provided in the specifications or Invitation for Bids or Request for Proposal.

- (b) The Owner may select a particular Subcontractor for a certain part of the Work and designate on the Invitation for Bids or Request for Proposal that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated on the bid or proposal form. The Contractor shall include in his bid the amount stipulated by the Owner in the bid form. In such case, the Contractor shall be responsible for that Subcontractor and its work and all scheduling and coordination associated with the work. The Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- (c) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- (d) The Contractor shall be fully responsible to the Owner for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner or Architect/Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Architect/Engineer to pay for or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- (e) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitee.
- (f) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitee, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.

10. SEPARATE CONTRACTS

- (a) The Owner reserves the right to let other contracts in connection with the Project, the Work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action to coordinate his Work with theirs. If the Owner has listed other separate contracts in the Invitation for Bids or Request for Proposal which it expects to proceed simultaneously with the Work of the Contractor, and has included the estimated timing of such other Contracts in the Invitation for Bids or Request for Proposal, the Contractor shall integrate the schedule of those separate contracts into his scheduling. The Contractor shall make every reasonable effort to assist

the Owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent or threaten to prevent the Contractor from carrying out his Work according to the Contract, the Contractor shall immediately notify the Owner and the Architect/Engineer upon discovering such conditions.

- (b) If a dispute arises between the Contractor and any separate contractor(s) as to their responsibility for cleaning up as required by Sections 31(c) and 31(d) of these General Conditions, the Owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a Contractor disputes the Owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

11. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

A. General Requirements:

(a) **Certificate of Insurance-General Contractor:** Prior to execution of the Contract by the Owner, the Contractor shall provide written evidence (certificates of insurance) that he has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the Owner. Insurance providers must have an agent licensed to do business in Virginia. The Owner must be identified on the certificate(s) of insurance as an additional insured for all types of insurance coverage, except for workers' compensation and professional liability, and there shall be a statement provided on the certificate(s) confirming the Owner is named as an additional insured and so endorsed to the policy(ies). In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner.

(b) **Certificate of Insurance-Subcontractor:** The Contractor shall not allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. The Owner shall have no responsibility to verify compliance by the Contractor, or its subcontractors or suppliers. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner.

B. Insurance Requirements: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors' performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable. The Supplemental General Conditions detail the minimum amounts required for this solicitation.

- (a) **Workers' Compensation** to include Employer's Liability of an amount not less than \$100,000/\$500,000/\$100,000. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers

compensation policy. Contractors who fail to notify the County 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. This policy shall specifically list Virginia as a covered state.

- (b) General Liability – of an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000.-CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, arising out of premises, operations, and products and completed operations. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds on a primary and non-contributory basis and be so endorsed on the policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
- (c) Automobile Liability – of an amount not less than \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds on a primary and non-contributory basis and be so endorsed on the auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
- (d) Umbrella or Excess Liability Coverage- of an amount not less than \$1,000,000. Must be follow form and go over the underlying general liability, commercial auto and employers liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds on a primary and non-contributory basis and be so endorsed on the Umbrella or Excess Liability policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial Umbrella or Excess Liability policy.
- (e) Environmental/pollution - of an amount not less than \$1,000,000. County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds on a primary and non-contributory basis and be so endorsed on the Environmental/pollution Liability policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial Environmental/pollution Liability policy.
- (f) Professional (E&O) Liability Insurance - of an amount not less than \$1,000,000
- (g) Cyber Liability - of an amount not less than \$1,000,000

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors’s policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier’s refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the County of Albemarle and its officers, employees, agents and volunteers of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall affect, or shall be deemed to affect, a waiver of

the County's sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage which includes premises/operations, product/completed operations, and has per-occurrence limits as detailed in the Supplemental General Conditions. This insurance shall name the County and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount as detailed in the Supplemental General Conditions ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.

C. Installation Floater: if applicable, the Contractor is required to purchase an Installation Floater to cover their own property to be installed into a building. Coverage is provided for equipment and/or machinery being installed, renovated or repaired during the course of construction.

12. BUILDER'S RISK INSURANCE

(a) The Contractor, at his cost, shall obtain and maintain in the names of the Owner and the Contractor builder's risk insurance on a special causes of loss form, including the costs of excavations, backfills, foundations, underground utilities and site work (or fire, extended coverage, vandalism and malicious mischief insurance, if approved by the Owner) upon the entire structure or structures on which the Work of this Contract is to be done, and upon all material in or adjacent thereto which is intended for use thereon, to one hundred percent (100%) of the insurable value thereof. Such insurance may include a deductible provision if the Owner so provides in the Supplemental General Conditions, in which case the Contractor will be liable for such deductions, whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Owner, in accordance with its interests, as they may appear. The Owner, its officers, employees and its agents, shall be named as

loss payee in any policy of insurance issued. Written evidence of the insurance shall be filed with the Owner prior to execution of the Contract by the Owner. Insurance providers must be authorized to do business in Virginia and have an agent licensed to do business in Virginia. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner. A copy of the policy of insurance shall be given to the Owner upon demand.

- (b) Certain projects, such as renovations and interior modifications of existing buildings, may be covered by the Owner's insurance and may be excluded from the Builder's risk policy purchased by the contractor insurance required by this section. In those instances, the Supplemental General Conditions for the project shall expressly exclude the project from the requirements of Subsection 12(a).
- (c) Any insurance provided through the County of Albemarle, Virginia, for construction, additions or renovations will not extend to Contractor's nor Subcontractors' buildings, equipment, materials, tools or supplies unless these items are to become property of the Owner upon completion of the Project and the Owner has assumed responsibility for such items at the time of the loss.

13. TAXES, FEES AND ASSESSMENTS

The Contractor shall, without additional expense to the Owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees and assessments on the real property comprising the Site of the project. The Owner shall pay inspection fees to the local building official except for reinspection fees resulting from incomplete or defective work.

14. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall hold the Owner, its officers, agents and employees, harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the Owner and the Architect/Engineer. The Owner may direct that some other invention, process, technique, article or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the Owner and the Architect/Engineer, he shall be responsible for any loss or liability due to the infringement.

15. ARCHITECT/ENGINEER'S STATUS

- (a) The Architect/Engineer shall have authority to endeavor to secure the faithful performance by Owner and Contractor of the Work under the Contract. He shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue Field Orders to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the Architect/Engineer shall confirm, in writing within ten (10) days, any oral order or determination made by him.
- (b) The Architect/Engineer shall have no authority to approve or order changes in the Work which alter the design concept or which call for an extension of time or a change in the Contract Price.
- (c) The Owner shall have the right, but not the duty, to countermand any decision of the Architect/Engineer and to follow or reject the advice of the Architect/Engineer, including but not limited to acceptance of the Work.
- (d) All orders from the Owner to the Contractor shall either be transmitted through the Architect/Engineer or communicated directly to the Contractor and the Architect/Engineer by the Owner.
- (e) Should the Owner choose to employ another or different Architect/Engineer, the status of the Architect/Engineer so employed shall be the same as that of the former Architect/Engineer.
- (f) The Architect/Engineer will provide to the Owner and the Contractor after each visit to the Site, a written report indicating the date, time of day, weather conditions and the names of the persons representing the Architect/Engineer who participated in the visit. The report will advise the Owner of any problems that were noted and shall compare the Architect/Engineer's observations of the actual progress of the Work with that reported by the Contractor. On the basis of his on-site observations as Architect/Engineer, he will make every reasonable effort to guard the Owner against defects and deficiencies in the Work of the Contractor. He shall have the authority to inspect the Work, to note and report Defective Work and deviations from the Contract Documents to the Owner, to reject same, and to recommend to the Owner the suspension of the Work when necessary to prevent Defective Work from proceeding or being covered.
- (g) The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in Contract Documents), or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.
- (h) The provisions of this section are included as information only to describe the relationship between the Owner, A/E, and Contractor. No failure of the A/E to act in accordance with this section shall relieve the Contractor from his obligations under the Contract or create any rights in favor of the Contractor.

16. INSPECTION

- (a) All material and workmanship shall be subject to inspection, examination and testing by the Owner, the Architect/Engineer, the Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The Architect/Engineer and the Owner shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in Section 40 of these General Conditions, the Contractor and surety being liable for any damage to the same extent as provided in Section 40 for termination thereunder.
- (b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Owner. The Contractor shall schedule all required tests, approvals and inspections of the Work or other work related to the Project. If items/areas to be inspected and/or tested are not ready for inspection when the testing agency/inspector arrives on-site at the pre-arranged time, the Contractor is responsible for all costs associated with inspection delays, including but not limited to reinspection fees. The Contractor shall give proper notice to all required parties of such tests, if feasible, so that the Owner and others may observe the tests at the normal place of testing. Unless otherwise required by the Contract Documents, required certificates of testing, approval or inspection shall be secured by the Contractor and promptly delivered to the Owner. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of reexamination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.
- (c) Where Work is related to or dependent on the Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary

facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or his Subcontractors, the Contractor shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement including a markup of ten percent (10%) for overhead and profit shall be paid to the Contractor and he shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test contrary to the instructions of the A/E, Owner or Project Inspector.

(e) The Project Inspector has the right and the authority to:

- (1) Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and submittals;
- (2) Inspect workmanship for compliance with the standards described in the Contract Documents;
- (3) Observe and report on all tests and inspections performed by the Contractor;
- (4) Recommend rejection of Work which does not conform to requirements of the Contract Documents;
- (5) Keep a record of construction activities, tests, inspections, and reports;
- (6) Attend all joint Site construction meetings and inspections held by the Owner and/or the A/E with the Contractor;
- (7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract;
- (8) Check installations for proper workmanship and conformance with shop drawing and installation instructions;
- (9) Assist in the review and verification of the Schedule of Values & Certificate for Payment, submitted by the Contractor each month;
- (10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.

(f) The Project Inspector has no authority to:

- (1) Authorize deviations from the Contract Documents;
- (2) Enter into the area of responsibility of the Contractor's superintendent;
- (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work;

- (4) Authorize or suggest that the Owner occupy the Project, in whole or in part; or
- (5) Issue a certificate for payment.
- (g) The duties of the Project Inspector are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor shall the failure of the Project Inspector to properly perform his duties in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

17. PROJECT MANAGEMENT AND SUPERVISION BY CONTRACTOR

- (a) The Contractor shall have a competent project manager or superintendent, satisfactory to the Architect/Engineer and the Owner, on the Site at all times during the progress of the Work. The Contractor shall submit for approval by the Owner and Architect/Engineer the resumes for the proposed project manager and superintendent within ten (10) days from Notice of Intent to Award Contract. The project manager and superintendent shall be familiar with and be able to read and understand the plans and specifications, and be capable of communicating orally and in writing with the Owner's project manager and/or inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, and obtain approval, of any proposed change in project manager or superintendent, including the reason therefor, prior to making such change.
- (b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
- (c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

18. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

- (a) The Contractor shall be solely responsible for supervising and directing the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. However, the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Architect or Engineer, the Project Inspector, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

- (b) If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer, subject to the Owner's right to disapprove. The Contractor must submit its written request for the substitution to the Architect/Engineer with sufficient information to allow the Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract.
- (c) The divisions and sections of the Specifications and the identification of any drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

19. SCHEDULE OF THE WORK

- (a) **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date established by the Contract and receive payment in accordance with Section 36 for the Work completed each period. However, the date established by the Contract Documents as the deadline for achieving Substantial Completion must be used in all schedules as the date on which Substantial Completion will be achieved. The time (in days) between the Contractor's planned early completion and the contracted Time for Completion is part of the Project "Total Float" time and will be used as such. Extensions of time pursuant to Sections 38 and 42, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Substantial Completion date planned by the Contractor.

Within two (2) weeks after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Architect/Engineer, a preliminary bar graph milestone schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify the Contractor of its acceptance of or objections to the preliminary schedule within seven (7) days of receipt by the Owner. A fully complete Project schedule for accomplishing the Work must be submitted and approved by the Owner prior to making application for the first payment.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, recovery schedule, updated schedule, plan of action, etc. shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor

shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner. Neither the second progress payment nor any subsequent payment shall be payable to the Contractor until it has submitted a fully complete Project schedule accepted by the Owner. Nor shall subsequent progress payments be payable to the Contractor unless and until he maintains the monthly bar graphs or status reports required by Section 19(e) herein or unless and until he provides any recovery schedule pursuant to Section 19(f) herein.

Failure to provide a satisfactory preliminary or fully complete Project schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 40 of these General Conditions.

The fully complete Project schedule for accomplishing the Work shall be of the type set forth in subparagraph (1) or (2) below, as appropriate:

- (1) For Contracts with a price of \$500,000 or less, a bar graph schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work. See (b) below.
 - (2) For Contracts with a price over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Contractor and shall be paid for by the Contractor. See (c) below.
- (b) **Bar Graph Schedule:** Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor.

The Contractor shall allow sufficient time in his schedule for adverse weather anticipated in Section 6 and for the A/E to conduct whatever associated reviews or inspections as may be required under the A/E's contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Architect/Engineer activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

- (c) **CPM Schedule:** Where a CPM schedule is required, it shall be in the time-scaled precedence format using the Contractor's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format.

The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the Work, including not only the actual construction Work for each trade, but also the submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, placing of orders for materials, the manufacture and delivery of materials, the testing and installation of materials and equipment, and all Work activities to be performed by the Contractor. Failure to include any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within the Time for Completion, Contract Completion Date and any interim deadlines established by the Contract.

The Contractor shall allow sufficient time in his schedule for adverse weather anticipated in Section 6 and for the A/E to conduct whatever associated reviews or inspections as may be required under the A/E's contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Architect/Engineer activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

When completed, the CPM schedule shall be submitted to the Architect/Engineer and the Owner for review. The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time, whether "free float" or "total float" as defined in Section 1, shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Time for Completion or the Contract Completion Date. Extensions to the Time for Completion or the Contract Completion Date, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. The CPM schedule shall also show what part of the Contract Price (expressed in U.S. dollars) is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price. The CPM schedule shall also show the planned workforce (crew size and number of crews) and the major pieces of equipment required for each activity on the schedule. When acceptable to the Owner and Architect/Engineer as to compliance with the requirements of this Section, but not as to logic, the schedule shall become the CPM schedule for the Project. Acceptance of the schedule by the Owner does not indicate agreement with nor responsibility for the proposed or actual duration of any activity shown on the accepted schedule.

- (d) **Progress of Work:** The Contractor shall commence and complete the work in accordance with the approved schedule. Contractor acknowledges that it may be required to perform Work out of the sequence originally planned to maintain progress on the project. Contractor acknowledges that it has anticipated certain reasonable delays and disruptions as part of the contract price. No additional reimbursement will be forthcoming for out of sequence work. Time is of the essence. If the Contractor fails to employ sufficient competent personnel as may be required to perform the Work or otherwise causes delays which result in the Contractor's failure to complete the Work in the given time, the Contractor will indemnify and hold the Owner harmless for any additional expenses or

damages (including, but not limited to, liquidated damages) arising out of such delay or inability to proceed with the Work. Liquidated Damages, if any, shall be referenced in the Supplemental General Conditions.

- (e) **Monthly Project Reports:** The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the A/E along with his monthly request for payment a copy of the bar graph schedule annotated to show the current progress. For projects requiring a CPM schedule, the Contractor shall submit a monthly report of the status of all activities. The bar graph schedule or monthly status report submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders; the manufacture, testing and installation of materials, supplies and equipment. The form shall be approved by the A/E and the Owner; however, a bar graph or a CPM schedule marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures he is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded.
- (f) **Progress Delay:** Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:
- (1) The Contractor' monthly progress report indicates delays that are, in the opinion of the A/E or the Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question;
 - (2) The CPM schedule sorted by early finish shows the Contractor to be thirty (30) or more days behind the critical path schedule at any time during construction up to thirty (30) days prior to scheduled Substantial Completion date;
 - (3) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the CPM schedule which, in the opinion of the Architect/Engineer or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with the current accepted, fully completed, Project CPM schedule, as updated by approved change orders.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

If, in the opinion of the A/E or Owner, the recovery schedule is deemed insufficient, the Contractor, if directed by the Owner, will be required to remedy the schedule delay, without additional compensation, by one of the following manners:

- (1) Increased manpower by Contractor or its subcontractors;
 - (2) Increased number of shifts, including night and weekend work.
- (g) **Early Completion of Project:** The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay damages to the Owner because of its failure to achieve Substantial Completion by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for achieving Substantial Completion early nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to achieve Substantial Completion earlier than the date required by the Contract Documents.

If the Contractor seeks to change the Time for Completion or the Contract Completion Date to reflect an earlier completion date, he may request or propose such a change. The Owner may, but is not required to, accept such proposal. However, a change in the Time for Completion or the Contract Completion Date shall be accomplished only by Change Order. If the Contractor's proposal to change the Time for Completion or the Contract Completion Date is accepted, a Change Order will be issued stating that all references in the Contract, including these General Conditions, to the Time for Completion or the Contract Completion Date shall thereafter refer to the date as modified, and all rights and obligations, including the Contractor's liability for actual damages, delay damages and/or liquidated damages, shall be determined in relation to the date, as modified.

20. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- (a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Architect/Engineer and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.

All requests for payment shall be made on the Schedule of Values and Certificate for Payment (Form AC-12) pages 1 and 2. Succeeding pages may be on the Form AC-12 continuation sheets or a computerized spreadsheet which is in the same format and which contains the same information.

- (b) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the Project, the quantities delivered, the Work completed, and the quantities stored on or off Site. Refer to Section 36 of these General Conditions for additional requirements associated with stored materials and/or equipment.

- (c) The “Value of Work Completed” portion of the Form AC-12 shall be completed, the Contractor’s certification completed and signed, and the appropriate substantiating material attached to each Certificate for Payment (AC-12). Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the A/E, are necessary or sufficient to justify payment of the amount requested.
- (d) The labor progress for any task or activity shall be calculated based upon the percentage of Work complete up to fifty percent (50%) of the completion of the task or activity. Thereafter, the evaluation of labor progress will be based upon the effort required to complete that task or activity. The material progress shall be calculated as the invoiced dollar cost of materials used in relationship to the amount estimated as necessary to complete a particular element of Work. When calculating material progress, credit shall be given for installed material as well as that stored on the Site and any material stored off Site which has been certified by the Architect/Engineer in accordance with Section 36 of these General Conditions.
- (e) Should Work included in previous Form AC-12 submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the “Value of Work Completed” portion of the first Form AC-12 submitted after such identification shall be modified to reduce the “completed” value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.
- (f) The Contractor shall not include Change Order work on the Form AC-12 until such time as the Contractor is in receipt of a fully executed Change Order from the Owner.

21. ACCESS TO WORK

The Architect/Engineer, the Owner, the Project Manager, the Owner’s inspectors and other testing personnel, inspectors from the Department of Labor and Industry, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection.

22. SURVEYS AND LAYOUT

- (a) The Owner shall furnish the Contractor all necessary documents showing property lines and the location of existing buildings and improvements. The Contractor shall provide competent surveying and engineering services to execute the Work in accordance with the Contract and shall be responsible for the accuracy of these surveying and engineering services.
- (b) Such general reference points and benchmarks on the Site as will enable the Contractor to proceed with the Work will be established in the plans and specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, he shall promptly notify the Architect/Engineer.

- (c) The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without written notice to the Architect/Engineer and the written approval from the Owner. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior written approval of the Owner, be replaced and accurately located by the Contractor.

23. PLANS AND SPECIFICATIONS

- (a) The general character and scope of the Work are illustrated by the plans and the specifications. If the Contractor deems additional detail or information to be needed, he may request the same in writing from the Architect/Engineer. His request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Architect/Engineer shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- (b) If the Contractor finds a contract error, or other discrepancy in the plans or specifications, he shall notify the Architect/Engineer in writing as soon as possible, but before proceeding with the affected Work. The Architect/Engineer shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work, he shall notify the A/E of such prior to proceeding with that Work and he shall submit a request for Change Order along with a detailed substantiating cost proposal thru the A/E to the Owner within ten (10) calendar days.
- (c) In case of differences between small and large scale drawings, the large scale drawings shall govern. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.
- (d) Where the word “similar” appears on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- (e) The specifications may be divided into several parts, or sections, for convenience only, since the entire specifications must be considered as a whole. The divisions of the specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work.
- (f) Measurements or dimensions shown on the drawings for Site features, utilities and structures shall be verified at the Site by the Contractor. The Contractor shall not scale measurements or dimensions from the drawings. If there are discrepancies, the Architect/Engineer shall be consulted. If new Work is to connect to, match with or be provided in existing Work, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.

- (g) **As-Built Drawings:** The Contractor shall maintain at the Site for the Owner one copy of all drawings, specifications, addenda, approved shop or setting drawings, Change Orders and other modifications (collectively referred to herein as “As-Built Drawings”) in good order and marked to record all changes as they occur during construction. These shall be available to the Architect/Engineer, the Owner, the Project Inspector, the Owner’s other inspectors and to the Owner’s testing personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction. The representation of such variations shall include such supplementary notes, symbols, legends, and details as may be necessary to clearly show the as-built construction. These As-Built Drawings are to be a separate set of drawings from the set of drawings used by the Contractor’s superintendent or supervisor for every day management of the project.
- (h) **Record Drawings:** Upon completion of the Work and prior to the final inspection, the Contractor shall deliver to the Architect/Engineer, for review and preparation of the Record Drawings, one complete set of “As-Built Drawings” referred to in the preceding subsection.
- (i) **Close-out and Operations and Maintenance Documents:** Upon completion of the Work and prior to final payment, the Contractor shall deliver to the Architect/Engineer, two complete hard copy sets of the Close-out and Operations and Maintenance Documents as specified in the Project Manual Specifications. Additionally, the Contractor will provide two CDs or other acceptably formatted electronic copy of the abovementioned documents to accompany the hard copy versions. The electronic version will be organized with folders and appropriate hierarchy as to represent the hard copy versions. The documentation found on the electronic version will be in PDF format, or other acceptable format as directed by the Owner.

24. SUBMITTALS

- (a) The Contractor shall submit a listing of all Submittals required by the Architect/Engineer or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Architect/Engineer. The Contractor shall identify all Submittals with the Owner’s Project Title as required by Section 2(f). There will be no payments to the Contractor until a listing of all Submittals is submitted and approved by the Architect/Engineer and Owner.
- (b) Submittals shall be forwarded to the Architect/Engineer for approval if required by the specifications or if requested by the Architect/Engineer or the Owner. No part of the Work dealt with by a Submittal shall be fabricated by the Contractor, save at his own risk, until such approval has been given.
- (c) The Contractor shall furnish to the Architect/Engineer for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When Submittals are required by this Contract for materials, the Contractor shall furnish full information concerning the material or articles which he contemplates incorporating in the Work. When required, samples shall be submitted for approval at the Contractor’s expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.

- (d) The Owner prefers and encourages the Contractor to submit all shop drawings to the Architect/Engineer electronically. However, shop drawings may be submitted in the form of six (6) blue line or black line prints. Catalog cuts, product data and other non-reproducible literature, except certificates, shall be submitted in six (6) copies minimum, of which three (3) will be retained by the Architect/Engineer and the remainder will be returned to the Contractor.
- (e) The Owner prefers and encourages the Contractor to submit all Submittals to the Architect/Engineer electronically. Submittals shall be accompanied by a letter of transmittal which shall list the Project Title, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets if not submitted electronically. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project. Cross reference to the plans or specifications as needed to identify the use for which the item or component is intended.
- (f) The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.
- (g) After checking each submittal, the Contractor shall stamp each sheet of the Submittal with the Contractor's review stamp. Data submitted in a bound volume or on one sheet printed on two sides, may be stamped on the front of the first sheet only. The Contractor's review stamp shall be worded as follows:

The equipment and material shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract drawings and specifications unless otherwise shown in bold face type or lettering and listed on a page or pages headed "DEPARTURES FROM DRAWINGS AND SPECIFICATIONS", and can be installed in the allocated spaces.

Reviewed by _____ Date _____

The person signing the review stamp shall be the person designated in writing by the Contractor as having that authority. (A copy of such designation shall be forwarded to the A/E prior to or with the first Submittal.) The signature on the stamped review statement shall be handwritten in ink, or in the case of electronic submittals, electronically signed in accordance with § 59.1-479 et seq. of the Code of Virginia. Stamped signatures are not acceptable.

- (h) The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking.
- (i) If a Submittal indicates a departure from the Contract requirements, the Architect/Engineer may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract

requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate.

- (j) The Architect/Engineer is responsible to the Owner, but not to the Contractor, to verify that the Submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in Submittals are of the quality specified and will function properly, and that the Submittals comply with the Contract Documents.
- (k) The Work shall be in accordance with approved Submittals. Approval of the Contractor's Submittals by the A/E does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.
- (l) The plans and/or specifications may indicate that the Architect/Engineer designed or detailed a portion of the plans around a particular product (most commonly a piece of equipment). Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the responsibility of the Contractor and shall be made at no extra cost to the Owner. If the plans were noted as designed or detailed around a particular product and/or if a product is named when a "brand name or equal" specification has been used, this is not intended to favor or preclude the use of other products pursuant to Section 26 of these General Conditions. Rather such design merely acknowledges the reality that in many instances the Architect/Engineer must have a basis to design and detail around for dimensions and characteristics of a product or system.
- (m) Additional Submittal requirements may be shown in the specifications.

25. FEES, SERVICES AND FACILITIES

- (a) The Contractor shall obtain all permits and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes unless otherwise specifically stated in the Contract Documents.
- (b) Certain projects such as renovations and interior modifications of existing buildings will usually have water and electric service to the building. In those instances, water and electric power, if required for the Work under the Contract, will be furnished by the Owner subject to reasonable use by the Contractor, only to the extent and capacity of present services. The Contractor shall be responsible for providing required connections, temporary wiring, piping, etc. to these services in a safe manner and in accordance with applicable codes. All temporary wire, pipe, etc. shall be removed before the Substantial Completion inspection. Acceptance by the Contractor of the use of Owner's water and electricity constitutes a release to the Owner of all claims and of all liability to the Contractor for whatever damages which may result from power and water outages or voltage variations.
- (c) The Owner shall pay any connection charges for permanent utility connections directly to the utility Supplier. The Contractor shall coordinate such connections with the utility Supplier.

- (d) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through his Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of every nature whatsoever necessary to execute completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.

26. EQUALS

- (a) **Brand names:** Unless otherwise stated in the specifications, the name of a certain brand, make or manufacturer denotes the characteristics, quality, workmanship, economy of operation and suitability for the intended purpose of the article desired, but does not restrict the Contractor to the specific brand, make, or manufacturer; it is set forth to convey to the Contractor the general style, type, character and quality of the article specified.
- (b) **Equal materials, equipment or assemblies:** Whenever in these Contract Documents, a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded merely as a standard. Any other brand, make or manufacturer of a product, assembly or equipment which in the opinion of the Architect/Engineer is the equal of that specified, considering quality, capabilities, workmanship, configuration, economy of operation, useful life, compatibility with design of the Work, and suitability for the intended purpose, will be accepted unless rejected by the Owner as not being equal.
- (c) **Substitute materials, equipment or assemblies:** The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the A/E provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the A/E's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the A/E redesign fee and the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.
- (d) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.

27. AVAILABILITY OF MATERIALS

If a brand name, product, or model number included in the Contract Documents is not available on the present market, alternate equal products or model numbers may be proposed by the Contractor through the Architect/Engineer for approval by the Owner. A letter from the manufacturer or representative of the manufacturer that states the specified brand name product or model number is no longer available is required.

28. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear and good title to all materials and supplies which he uses in the Work or for which he accepts payment in whole or in part.

29. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- (a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition.
- (b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants (for example asbestos or lead paint). If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Owner and the Architect/Engineer immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.
- (c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the Architect/Engineer, the Owner or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Architect/Engineer, the Owner, or other inspecting authority, as applicable.
- (d) Under the various sections of the plans or specifications, where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the plans or specifications, in which case the Architect/Engineer will be notified for an interpretation and decision.
- (e) Under the various sections of the plans or specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the National Fire Protection Association (NFPA), National Electric Code (NEC), Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by his trade.

- (f) Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation of specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult the Architect/Engineer for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question.

- (g) During and/or at the completion of installation of any items, the tests designated in the plans or specifications necessary to assure proper and satisfactory functioning for its intended purpose shall be performed by the Contractor or by its Subcontractor responsible for the completed installation. All costs for such testing are to be included in the Contract Price. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

30. WARRANTY OF MATERIALS AND WORKMANSHIP

- (a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades.
- (b) Work not conforming to these warranties shall be considered defective.
- (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in the Contract or under Virginia law.

31. USE OF SITE AND REMOVAL OF DEBRIS

- (a) The Contractor shall:
 - (1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contractor;
 - (2) Store his apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of his Work or the work of any other separate contractor; and
 - (3) Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- (b) The Contractor expressly undertakes, either directly or through his Subcontractor(s), to effect all cutting, filling or patching of the Work required to make the same conform to the plans and specifications, and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the Work of any other separate contractor. The Contractor shall not damage or endanger any portion of the Work or Site, including existing improvements, unless called for by the Contract.
- (c) The Contractor expressly undertakes, either directly or through his Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the Site shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building Site, but shall be removed from the Site and properly disposed of in a licensed landfill or otherwise as required by law.
- (d) The Contractor expressly undertakes, either directly or through his Subcontractor(s), before final payment or such prior time as the Owner may require, to remove all surplus material, false Work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the Site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to clean thoroughly all glass installed under the

Contract, including the removal of all paint and mortar splatters and other defacements. If the Contractor fails to clean up at the time required herein, the Owner may do so and charge the costs incurred thereby to the Contractor in accordance with Section 10(b) of these General Conditions.

- (e) The Contractor shall have, on-site, an employee certified by the Department of Conservation and Recreation as a Responsible Land Disturber who shall be responsible for the installation, inspection and maintenance of erosion control and stormwater management measures and devices. The Contractor shall prevent Site soil erosion, the runoff of silt and/or debris carrying water from the Site, and the blowing of debris off the Site in accordance with the applicable requirements and standards of the Contract, the County of Albemarle's Water Protection Ordinance, and any Virginia water protection ordinances/codes and/or stormwater regulations. This would include covering of dumpsters during periods of precipitation to prevent any runoff to the stormwater system.

32. TEMPORARY ROADS

Temporary roads, if required, shall be established and maintained until permanent roads are accepted, then removed and the area restored to the conditions required by the Contract Documents. Crushed rock, paving and other road materials from temporary roads shall not be left on the Site unless permission is received from the Owner to bury the same at a location and depth approved by the Owner or leave in place as installed.

33. SIGNS

The Contractor may, at his option and without cost to the Owner, erect signs acceptable to the Owner on the Site for the purpose of identifying and giving directions to the job. No signs shall be erected without prior approval of the Owner as to design and location. The Contractor shall pay all fees required by Albemarle County.

34. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor expressly undertakes, both directly and through his Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.
- (b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by the Architect/Engineer, the Owner, or any other persons shall be immediately abated.
- (c) The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract.

- (d) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by public authority, local conditions, or the Contract.
- (e) In an emergency affecting the health, safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Architect/Engineer or the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Architect/Engineer or the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 38 of these General Conditions.
- (f) When necessary for the proper protection of the Work, temporary heating, cooling, humidification, or de-humidification of a type approved by the Architect/Engineer must be provided by the Contractor, at the Contractor's expense, unless otherwise specified.

35. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions, including but not limited to, protection from precipitation, wind (including securing material and equipment that could become airborne), and extreme temperatures.

36. PAYMENTS TO CONTRACTOR

- (a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment, Form AC-12, showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the Architect/Engineer. When evaluating the Contractor's Form AC-12, the Architect/Engineer will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Architect/Engineer will schedule a monthly pay meeting. The Contractor will submit his monthly estimate of Work completed on Form AC-12 so that it is received by the Architect/Engineer and the Owner's Project Manager at least two work days prior to the date scheduled by the Architect/Engineer for the monthly pay meeting. The Owner will review the estimate with the Architect/Engineer and the Contractor at the monthly pay meeting, which shall be considered the receipt date, and may approve any or all of the estimate of Work for payment. In preparing estimates, the material delivered to the Site and preparatory Work done shall be taken into consideration, if properly documented as required by Section 20 of these General Conditions, or as may be required by the Architect/Engineer so that quantities may be verified. In addition to material delivered to the Site, material such as large pieces of equipment and items purchased specifically for the Project, but stored off the Site within the Commonwealth of Virginia, may be considered for payment, provided

all of the following are accomplished prior to the submission of the monthly payment request in which payment for such materials is requested:

- (1) The Contractor must notify the Owner in writing, at least ten (10) days prior to the submission of the payment request, through the Architect/Engineer, that specific items will be stored off Site in a designated, secured place within the Commonwealth of Virginia. The Schedule of Values must be detailed to indicate separately both the value of the material and the labor/installation for trades requesting payment for stored materials. By giving such notification and by requesting payment for material stored off Site, the Contractor warrants that the storage location is safe and suitable for the type of material stored and that the materials are identified as being the property of the Contractor, and agrees that loss of materials stored off the Site shall not relieve the Contractor of the obligation to timely furnish these types and quantities of materials for the Project and meet the Time for Completion or Contract Completion Date, subject to Section 42(b) of these General Conditions. If the storage location is more than 20 miles from the Site, the Contractor may be required to reimburse the Owner for the cost incurred for travel to the storage location to verify the Contractor's request for payment for materials stored off Site.
- (2) Such notification, as well as the payment request, shall:
 - (a) itemize the quantity of such materials and document with invoices showing the cost of said materials;
 - (b) indicate the identification markings used on the materials, which shall clearly reference the materials to the particular project;
 - (c) identify the specific location of the materials, which must be within reasonable proximity to the Site and within the Commonwealth of Virginia;
 - (d) include a letter from the Contractor's Surety which confirms that the Surety on the Performance Bond and the Labor and Material Payment Bond has been notified of the request for payment of materials stored off the Site and agrees that the materials are covered by the bond; and
 - (e) include a certificate of all-risk builder's risk insurance in an amount not less than the fair market value of the materials, which shall name the Owner and the Contractor as co-insured.
- (3) The Architect/Engineer shall indicate, in writing, to the Owner that Submittals for such materials have been reviewed and meet the requirements of the Contract Documents, that the stored materials meet the requirement of the plans and specifications, and that such materials conform to the approved Submittals. Should the A/E deem it necessary to visit the storage site to make such review, the Contractor shall bear the costs incurred therewith.
- (4) The Owner, through the Architect/Engineer, shall notify the Contractor in writing of its agreement to prepayment for materials.

- (5) The Contractor shall notify the Owner in writing, through the Architect/Engineer, when the materials are to be transferred to the Site and when the materials are received at the Site.
- (b) Payment will not be made for materials or equipment stored on or off the Site which are not scheduled for incorporation into the Work within the six months following submission of the request for payment, unless the Contractor has the prior consent of the Owner, which consent may be granted or withheld by the Owner in its discretion if, in the opinion of the Owner, it is not necessary to procure the materials more than six months in advance of use to assure their availability when needed.
- (c) In making such partial payments, five percent (5%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of the federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all monies due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like. (§2.2-4333 of the Code of Virginia)
- (d) All material and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.
- (e) The final payment, which shall include the retainage, less any amounts due to or claimed by the Owner, shall not become due until the Architect/Engineer and the Owner agree that Final Completion has been achieved and until the Contractor shall deliver to the Owner through the Architect/Engineer a Certificate of Completion by the Contractor (Form AC-13.2) and an Affidavit of Payment of Claims (Form AC-13), stating that all Subcontractors and Suppliers of either labor or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the final payment may include, but are not limited to, amounts due pursuant to Section 3(i), Section 16(a)-(d), Section 31(d), costs incurred to repair or replace Defective Work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible, delay damages under Section 42(h), and any liquidated or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims (Form AC-13), an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or Supplier pursuant to Section 37(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the monies due to the Contractor which is claimed by the Subcontractor or Supplier into a Virginia Court or Federal Court sitting in Virginia, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractor relationship between the Owner and any Subcontractor or Supplier, and the

Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof.

- (f) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of As-Built drawings, equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 36(e) of these General Conditions, the Architect/Engineer shall deliver the written Certificate of Completion by the Architect/Engineer (Form AC-13.1) to the Owner, with a copy to the Contractor, stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefor. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor; disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.
- (g) Unless there is a dispute about the compensation due to the Contractor, Defective Work, quality of the Work, compliance with the Contract Documents, completion itself, claims by the Owner, other matters in contention between the parties, or unless monies are withheld pursuant to Albemarle County's Debt Setoff Program, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment (Form AC-12) in proper form by the Architect/Engineer at the monthly pay meeting, which shall be considered the receipt date, the Owner shall pay to the Contractor the amount approved by the Architect/Engineer, less all prior payments and advances whatsoever to or for the account of the Contractor. In the case of final payment, the completed Affidavit of Payment of Claims (Form AC-13), the Certificate of Completion by the Contractor (Form AC-13.2) and the Certificate of Completion by the Architect/Engineer (Form AC-13.1) shall accompany the final Schedule of Values and Certificate for Payment (Form AC-12) which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute, subject to any set offs claimed by the Owner, provided however, in instances where further appropriations are required by the County of Albemarle or where the issuance of further bonds is required, in which case, payment shall be made within thirty (30) days after the effective date of such appropriation or within thirty (30) days after the receipt of bond proceeds by the Owner. All prior estimates and payments including those relating to extra Work may be connected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any request for payment by the Contractor contains a defect or impropriety, the Owner shall notify the Contractor of any defect or impropriety which would prevent payment by the Payment Date, within five (5) days after receipt of the Schedule of Values and Certificate for Payment (Form AC-12) by the Owner from the Architect/Engineer.
- (h) Interest shall accrue on all amounts owed by the Owner to the Contractor which remain unpaid seven (7) days following the Payment Date. Said interest shall accrue at the discounted ninety-day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the publication entitled The Wall Street Journal on the weekday following each such Weekly Auction. During the period of time when the amounts due to the Contractor remain unpaid following the seventh (7th) day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the Contractor to gather and substantiate the applicable weekly interest rates to the satisfaction of the Owner and to calculate to the satisfaction of the Owner the interest due. In no event shall the rate of interest charge exceed the rate of interest charged pursuant to §58.1-1812 of the Code of Virginia. No interest shall accrue on

retainage or when payment is delayed because of disagreement between the Owner and the Contractor regarding the quantity, quality or timeliness of the Work, including, but not limited to, compliance with Contract Documents or the accuracy of any Request for Payment received. This exception to the accrual of interest stated in the preceding sentence shall apply only to that portion of a delayed payment which is actually the subject of such a disagreement and shall apply only for the duration of such disagreement. Nothing contained herein shall be interpreted, however, to prevent the withholding of retainage to assure faithful performance of the Contract. These same provisions relating to payment of interest to the Contractor shall apply also to the computation and accrual of interest on any amounts due from the Contractor to the Owner for deductive change orders and to amounts due on any claims by the Owner. The date of mailing of any payment by the U.S. Mail is deemed to be the date of payment to the addressee.

- (i) The acceptance by the Contractor of the final payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work, except for things done or furnished which are the subject of unresolved claims for which the Contractor has filed a timely written notice of intent, provided a claim is submitted no later than sixty (60) days after final payment. Acceptance of any interest payment by the Contractor shall be a release of the Owner from claims by the Contractor for late payment.
- (j) No certificate for payment issued by the Architect/Engineer, and no payment, final or otherwise, no certificate of completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work or operate to release the Contractor or his Surety from any obligation under the Contract, the Standard Performance Bond and the Standard Labor and Material Payment Bond.

37. PAYMENTS BY CONTRACTOR (§2.2-4354, Code of Virginia)

Under §2.2-4354, Code of Virginia, the Contractor is obligated to:

- (a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract,
 - (1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 - (2) Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment;
- (b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (a)(2) of this Section.

- (c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.

38. CHANGES IN THE WORK

- (a) The Owner may at any time, by written order utilizing the County of Albemarle Change Order Form AC-11, and without notice to the sureties, make changes in the Work which are within the general scope of the contract except that no change will be made which will increase the total Contract Price to an amount more than twenty-five percent (25%) in excess of the original Contract Price without notice to sureties. The Owner, at its discretion, may require the Contractor to provide evidence of current surety coverage based on approved changes in the work that result in a change in the total contract amount. At the time of the Preconstruction Meeting described in Section 49(b), the Contractor and the Owner shall advise each other of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in these General Conditions. The Contractor agrees and understands that the authority of the Owner's designee is limited by Virginia Code §2.2-4309 and any other applicable statute.

If the Contractor claims that any instructions given to him by the Architect/Engineer or by the Owner, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the Architect/Engineer and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than fourteen (14) days after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than fourteen (14) days after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided herein, and any additional compensation shall be determined by one of the four (4) methods provided herein, as selected by the Owner. Except as otherwise specifically provided, no claims for extra Work shall be allowed unless timely notice, as required by this Section, is given by the Contractor and unless such Work is performed pursuant to written Change Order. In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Owner:

- (1) **Fixed Price:** By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. By using the Estimate for Change Order Forms GC-1, SC-1, and SS-1, respectively, the Change Order shall be substantiated by documentation

itemizing the estimated quantities and actual costs of all labor, materials and equipment required as well as any markup used. The price change shall include the Contractor's overhead and profit. See Subsections (d) and (e) below.

- (2) **Unit Price:** By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.
- (3) **Unilateral:** If the Owner and Contractor are unable to agree that an item of Work or service constitutes a change, or that Contractor is entitled to additional compensation and/or an extension of time for such item of Work or service, the Contractor, upon receipt of a Unilateral Change Order, signed by the Owner, will promptly proceed with and expeditiously perform and/or supply the item of Work or service. If the parties are unable to agree on the amount of adjustment or schedule, the Owner will provide written notification to the Contractor of the adjustment the Owner considers appropriate. Such adjustment will be effective subject to Contractor's right to submit a claim as provided in Section 46. Any claim for an adjustment of compensation or schedule, or in opposition to an adjustment imposed by the Owner, will be submitted to the Owner in writing within seven (7) days of commencement of the event giving rise to such claim. The Contractor will submit to the Owner, in writing, the amount of the claim with supporting data within thirty (30) days of completion of the services or termination of the event for which it claims an adjustment.
- (4) **Cost Reimbursement (Time and Materials):** In order to allow performance of services to proceed in a timely manner, the Owner may issue a written order for the Contractor to proceed with a change for additional work or service in anticipation of subsequently negotiating an agreeable adjustment of the Contractor's compensation and/or schedule. Upon completion of the Work, the Contractor, by using Estimate for Change Order Forms GC-1, SC-1, and SS-1, respectively, will present to the Owner, an accurate, itemized account of the cost of the change in the Work, including, but not limited to, the costs of labor, materials, equipment, and supplies; and to annotate a copy of the Project schedule to accurately show the status of the Work at the time this initial written order is issued, to show the start and finish of the changed Work, and the status of the Work when the changed Work is completed.

Except as otherwise may be agreed to in writing by the Owner, such costs shall not exceed those prevailing for the trades or crafts, materials, and equipment in the locality of the Project, may include only those items listed as allowable in Subsection 38(e), and shall not include any of the costs listed as not allowable in Subsection 38(f). The Owner shall be permitted, on a daily basis, to verify such records and may require such additional records as are necessary to determine the cost of the change to the Work.

Within fourteen (14) days of the conclusion of such ordered Work, the Contractor and the Owner shall arrive at a cost for the Change Order Request, based on the records kept and the Contractor's allowance for overhead and profit as set forth in Subsections (d), (e) and (f) below, and such costs shall be incorporated into a Change Order. If agreement on the cost of

the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may file a claim for the disputed amount as provided for in Section 46.

- (b) The Contractor shall review any Owner requested or directed change and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price.

The Owner shall review the Contractor's proposal and respond to the Contractor within thirty (30) days of receipt. If a change to the Contract Price and time for performance are agreed upon, both parties shall sign the Change Order. If the price and time are not agreed upon, the Owner may direct the Contractor to proceed under Subsection 38(a)(3) or 38(a)(4). Changes to the Contract time and/or Price shall be effective when signed by both parties, with the exception of a Unilateral Change Order that is only signed by the Owner.

- (c) In figuring changes, any instructions for measurement of quantities set forth in the Contract shall be followed.
- (d) The percentage for overhead and profit to be used in calculating both additive and deductive changes in the Work (other than changes covered by unit prices) shall not exceed the percentages for each category listed below. Said percentages for overhead and profit shall be applied only on the cost of the changed Work (i.e. difference in cost between original and revised Work):
 - (1) If a Subcontractor does all or part of the changed Work, the Subcontractor's markup for overhead and profit on the Work it performs shall be a maximum of ten percent (10%). The Contractor's markup on the subcontractor's price shall be a maximum of ten percent (10%).
 - (2) If the Contractor does all or part of the changed Work, its markup for overhead and profit on the changed Work it performs shall be a maximum of ten percent (10%).
 - (3) If a Sub-subcontractor at any tier does all or part of the changed Work, the Sub-subcontractor's markup on that Work shall be a maximum of ten percent (10%). The markup of a sub-subcontractor's Work by the Contractor and all intervening tiers of Subcontractors shall not exceed a total of ten percent (10%).
 - (4) Where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract Price attributable to that Work shall be deducted from the Contract Price including applicable overhead costs and profit. However, in the event that material Submittals have been approved and orders placed for said materials, a lesser amount, but in no case less than eighty percent (80%) of the Contract Price attributable to that Work, shall be deducted from the Contract Price. The credit to the Owner for reduced premiums on labor and material bonds and performance bonds shall in all cases be one hundred percent (100%).

(e) Allowable costs for changes in the Work may include the following:

- (1) Labor costs for employees directly employed in the change in the Work, including actual salaries and wages plus the cost of payroll charges and fringe benefits and overtime premiums, if such premiums are explicitly authorized by the Owner. "Billable" or "loaded" labor or wage rates will not be accepted.
- (2) Materials incorporated into the change to the Work, including costs of transportation and storage, if applicable. If applicable, all cash discounts shall accrue to the Contractor, unless the Owner deposits funds with the Contractor to make such payments, and all trade discounts, rebates, refunds, and returns from the sale of surplus materials shall accrue to the Owner.
- (3) Equipment incorporated in the changed Work or equipment used directly in accomplishing the Work. If rented expressly for accomplishing the change in the Work, the cost shall be the rental rate according to the terms of the rental agreement, which the Owner shall have the right to approve. If owned by the Contractor, the costs shall be a reasonable price based upon the life expectancy of the equipment and the purchase price of the equipment. If applicable, transportation costs may be included.
- (4) Costs of increases in premiums for the Standard Labor and Material Payment Bond and the Standard Performance Bond, provided coverage for the cost of the change in the Work results in such increased costs. At the Owner's request, the Contractor shall provide proof of his notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. The cost of the increase in premium shall be an allowable cost but shall not be marked up.
- (5) Contractor and Subcontractor overhead costs as set forth in Subsection (d) markups above.
- (6) If the change in the Work also changes the Time for Completion or Contract Completion Date by adding days to perform the Work, an itemized accounting of the following Site direct overhead expenses for the change to the time may be considered as allowable costs for compensation in addition to those shown above: The Site superintendent's prorata salary, temporary Site office trailer expense, and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities. All other direct and indirect overhead expenses are considered covered by and included in the Subsection (d) markups above.
- (7) Any other costs directly attributable to the change in the Work with the exception of those set forth below.

(f) Allowable costs for changes in the Work shall not include the following:

- (1) Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.

- (2) Home office expenses including payroll costs for the Contractor's officers, executives, administrators, project managers, accountants, counsel, engineers, timekeepers, estimators, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups allowable in Subsection (d) above.
 - (3) Home and field office expenses not itemized in Subsection 38(e)(6) above. Such items include, but are not limited to, expenses of Contractor's home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental job costs, meals, rent, utilities, telephone and office equipment, and other general overhead expenses.
- (g) All Change Orders must state that the Contract Time for Completion or Contract Completion Date is not changed or is either increased or decreased by a specific number of days. The old Time for Completion and, if changed, the new Time for Completion must be stated.

If the Contractor requests an extension to the Time for Completion or a later Contract Completion Date, he must provide written justification for the extension to the Architect/Engineer and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase or decrease in the time needed to complete some portion of the total Work. When a CPM schedule is required by the Contract, no extension to the Time for Completion or Contract Completion Date shall be allowed unless, and then only to the extent that, the additional or changed Work increases the length of the critical path beyond the Time for Completion or Contract Completion Date. If approved, the increase in time required to complete the Work shall be added to the Time for Completion or Contract Completion Date.

The Owner may decrease, by Change Order, the Time for Completion or Contract Completion Date when an Owner-requested deletion from the Work results in a decrease in the actual time required to complete the Work as demonstrable on the Bar Graph Schedule or on the CPM Schedule, whichever is appropriate. The Contractor may submit a request to decrease, by Change Order, the Time for Completion or Contract Completion Date under the procedures and subject to the considerations set forth in Section 19(g). No request for such decrease shall be considered for approval unless the proposed shorter schedule is otherwise acceptable under Sections 19(b) or (c), whichever is applicable. The Change Order decreasing the Time for Completion or changing the Contract Completion Date must be signed by both the Owner and the Contractor.

With the exception of Change Orders under Subsection 38(a)(4), which shall arrive at a change to the Contract Price and any change to time using the procedures set forth therein, each Change Order shall include all time and monetary impacts of the change, whether the Change Order is considered alone or with all other changes during the course of the Project. Failure to include a change to time and Contract Price in Section 38(a)(1) or (2) Change Orders shall waive any change to the time and Contract Price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the Change Order. Such a determination may be postponed not more than forty-five (45) days to give the Contractor an opportunity to demonstrate a change in the time and price needed to complete the Work. During any such postponement, the Work shall proceed, unless the Owner agrees otherwise.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Contract Price, or due to the Contractor's refusal to proceed with any of the Work, pending agreement on a change in time or price, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Contract Completion Date or for an increase in the Contract Price.

- (h) The acceptance by the Contractor of any payment made by the Owner under a Change Order shall be and operate as a release to the Owner of all claims by the Contractor and of all liability owing to the Contractor for all things done or furnished in connection with the Work described in the Change Order. The execution of any Change Order by the Owner shall not be an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or his surety from any obligation arising under the Contract or the Standard Performance Bond or Standard Labor and Material Payment Bond.
- (i) Payments will not be made for any Work, labor or materials on a fixed price, unit price or Subsection 38(a)(4) basis until the Contractor has furnished the Owner documents, certified as true and correct by an authorized officer or agent of the Contractor, evidencing the cost of such Work, labor and materials. The Owner may require any or all of the following documentation to be provided by the Contractor:
 - (1) certified payroll records showing the name, classification, date, daily hours, total hours, rate, and extension for each laborer, foreman, supervisor or other worker;
 - (2) equipment type & model, dates, daily hours, total hours, rental rate or other specified rate, and extension for each unit of equipment;
 - (3) invoices for materials showing quantities, prices, and extensions;
 - (4) daily records of waste materials removed from the Site and/or fill materials imported to the Site;
 - (5) certified measurements of over excavations, piling installed and similar work; and/or
 - (6) transportation records for materials, including prices, loads, and extensions.

Requests for payment shall be accompanied and supported by invoices for all materials used and for all transportation charges claimed. If materials come from the Contractor's own stock, then an affidavit may be furnished, in lieu of invoices, certifying quantities, prices, etc. to support the actual cost.

39. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by him, or if the Owner should fail to pay to the Contractor within sixty (60) days any sum certified by the Architect/Engineer when no dispute

exists as to the sum due or any provision of the Contract, then the Contractor may, upon ten (10) calendar days written notice to the Owner and the Architect/Engineer, stop Work or terminate the contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

40. OWNER'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT FOR CAUSE

- (a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may stop work or terminate the Contract. If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials and equipment, or if he should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if he should disregard laws, ordinances or the written instructions of the Architect/Engineer or the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may stop work or terminate the Contract.
- (b) Prior to termination of the Contract, the Owner shall give the Contractor and his surety ten (10) calendar days written notice pursuant to Section 1 ("Notice") of these General Conditions, during which the Contractor and/or his surety may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said ten (10) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further ten (10) day notice, by notifying the Contractor and his surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
- (c) Upon termination of the Contract, the Owner shall take possession of the Site and of all materials, tools and equipment thereon and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.
- (d) If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner.

- (e) Termination of the Contract under this Section is in addition to and without prejudice to any other right or remedy of the Owner. Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. The provisions of this Section shall survive termination of the Contract.

41. TERMINATION BY OWNER FOR CONVENIENCE

- (a) Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination pursuant to Section 1 (“Notice”) of these General Conditions. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor’s interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner’s satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this Contract;
 - (2) Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment (Form AC-12) through the date of termination;
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.
- (b) In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor’s surety on its payment and performance bonds.

42. DAMAGES FOR DELAYS; EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, its agents or employees or any separate independent contractor of the Owner, and the act or omission is the result of or is necessitated by causes outside the Owner’s control; or if the Contractor is delayed by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner’s or Contractor’s control, the Contractor shall give the Owner and Architect/Engineer written notice within five (5) days of the inception of the delay. The Owner shall extend the time for Substantial Completion or Final Completion, as the case may be, for the length of time that the Substantial Completion or Final Completion of the Work was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work

as a result of such delay. In the event a CPM schedule is required by the Contract, no extension of the time allowed for Substantial Completion shall be granted unless the Contractor demonstrates a delay in the critical path of the approved CPM schedule or approved bar graph schedule.

- (b) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, its agents or employees, due to causes within their control, or delayed by the Owner's separate, independent contractors, when such delay results from causes within the Owner's control, and the Contractor intends to seek additional compensation for damages, if any, caused by the delay, the Contractor shall inform the Owner and the Architect/Engineer immediately at the time of the occurrence giving rise to the delay by the fastest means available and shall give written notice no later than five (5) days after inception of the delay. The Contractor's notice to the Owner shall specify the nature of the delay claimed by the Contractor, the cause of the delay and the impact of the delay on the Contractor's Work schedule. The Owner shall then have five (5) days to respond to the Contractor's notice with a resolution, remedy or direction to alleviate the delay or with a notice rejecting the claim for delay alleged to be caused by the Owner or parties for whom the Owner is responsible. If the issue is not then resolved, the Contractor may submit a request for Change Order in accordance with Section 38 or submit a claim as provided for in Section 46. The Contractor shall only be entitled to additional compensation if the delay was unreasonable and was caused solely by acts or omissions of the Owner, its agents or employees, due to causes within their control, or was caused by the Owner's separate, independent contractor, when such delay resulted solely from causes within the Owner's control.
- (c) The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays caused by acts or omissions of the Contractor due to causes within his control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, or from incomplete, incorrect or unacceptable submittals or samples.
- (d) No extension of time or additional compensation, if applicable, will be granted for any delay unless the claimed delay directly affects the critical path of the approved CPM schedule or the schedule shown on the approved bar graph schedule, whichever is applicable, and any float has been consumed. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed in Subsections (a) or (b) above, whichever applies. Furthermore, no extension of time or additional compensation shall be given for any delay unless a claim therefor is made in writing to the Owner, with a copy to the Architect/Engineer, within twenty (20) days of the end of the delay. The claim shall state the cause of the delay, the number of days of extension requested and any compensation requested by the Contractor. The Contractor shall report the termination of the delay to the Owner and Architect/Engineer not less than ten (10) days after such termination. Failure to give notice of either the inception or the termination of the cause of delay or failure to present a claim for extension of time and/or monetary compensation within the times prescribed shall constitute a waiver of any claim for extension or additional compensation based upon that cause.
- (e) Requests for compensation for delays pursuant to Subsection (b) above must be substantiated by itemized data and records clearly showing that the Work delayed was on the critical path of the **approved** CPM schedule or on the sequence of Work on the **approved** bar graph schedule, as

modified, and that the additional costs incurred by the Contractor are directly attributable to the delay in the Work claimed. Furthermore, compensation for delay shall be calculated from the contractual Time for Completion or Contract Completion Date, as adjusted by Change Order, and shall not be calculated based on any early completion planned or scheduled by the Contractor, unless a Change Order has been executed pursuant to Section 19(g) changing the Time for Completion or the Contract Completion Date to reflect such early completion. See Section 19 for procedures for the Contractor to follow if he plans early completion of the Work and wishes to request a Change Order reflecting the early completion date.

If there is an extension in the Time for Completion or the Contract Completion Date and if the Contractor is entitled to compensation under Subsection 42(b), and where there is no change in the Work, an itemized accounting of the following direct Site overhead expenses will be considered as allowable costs to be used in determining the compensation due the Contractor:

Site superintendent prorata salary, temporary Site office expense, temporary Site facilities, and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilets. A ten percent (10%) markup of these expenses will be allowed to compensate the Contractor for home office and other direct or indirect overhead expenses.

- (f) If the Contractor submits a claim for delay damages pursuant to Subsection 42(b) above, the Contractor shall be liable to the Owner for a percentage of all costs incurred by the Owner in investigating, analyzing, negotiating and litigating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim that is determined through litigation to be false or to have no basis in law or in fact. (§2.2-4335(C), Code of Virginia.)
- (g) Any change in the Contract Time for Completion or Contract Completion Date shall be accomplished only by issuance of a Change Order.
- (h) If the Contractor fails to complete the Work within the Time for Completion or the Contract Completion Date, the Contractor shall be liable to the Owner in the amounts set forth in the Supplemental General Conditions, if any, not as a penalty, but as fixed, agreed and liquidated damages for delay until the Work is substantially or finally completed as the case may be. If liquidated damages are not so fixed in the Supplemental General Conditions, the Contractor shall be liable for any and all actual damages sustained as a result of delay. In addition to damages for delay, whether liquidated or actual, the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work and abandonment of the Contract.
- (i) If liquidated damages are provided by the Supplemental General Conditions, the following provisions apply:
 - (1) If the Work is not substantially complete by the Time for Completion or Contract Completion Date, the Contractor shall owe to the Owner, not as a penalty but as Step One liquidated damages, the sum stated in the Supplemental General Conditions for Step One liquidated damages for each and every partial or total calendar day of delay in Substantial Completion.

- (2) Once the Work is substantially complete, the accrual of Step One liquidated damages shall cease and the Contractor shall have thirty (30) calendar days, unless otherwise specified in the Contract Documents, in which to achieve Final Completion of the Work.
- (3) If Final Completion of the Work is not achieved on or before the thirtieth (30th) calendar day, or the date specified in the Contract Documents, after Substantial Completion, and if the Owner has not granted any extension of time, the Contractor shall owe to the Owner, not as a penalty but as Step Two liquidated damages, the sum stated in the Supplemental General Conditions as Step Two liquidated damages for each and every partial or total calendar day of delay in Final Completion.

43. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- (a) The Contractor shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Contractor (Form AC-13.2a), of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach his written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Architect/Engineer's endorsement is a convenience to the Owner only and shall not relieve the Contractor of his responsibility in the matter nor shall the Architect/Engineer's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Architect/Engineer.

The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in Section 21 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list", which must be finished and corrected to obtain Final Completion.

After successful completion of the testing and the Architect/Engineer determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Architect/Engineer shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Architect/Engineer (Form AC-13.1a), that the Work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

- (b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor (Form AC-13.2), of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the Work will be ready for inspection

and testing on the date given. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, and the Owner has received all project close-out deliverables, the Work shall be finally accepted by the Owner and final payment shall be made in accordance with Section 36 of these General Conditions.

- (c) The Architect/Engineer shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final Completion reinspections are required, the Contractor shall reimburse the Owner for all costs of reinspection or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- (d) A representative of the local Building Official will either be present at the Substantial and Final Completion inspections or otherwise inspect the completed Work and advise the Owner whether the Work meets the requirements of the applicable building code(s).
- (e) Approval of Work at or as a result of any inspection required herein shall not release the Contractor or his surety from responsibility for complying with the Contract.

44. GUARANTEE OF WORK

- (a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for one (1) year from the date of Final Completion of the entire Project by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement.
- (b) Unless the Owner approves otherwise, the warranty period for new equipment shall begin with the contract substantial completion date, regardless of whether the Contractor has used said equipment in the performance, installation, or application of the Work.
- (c) If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Architect/Engineer which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein;
 - (2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the Architect/Engineer, is the result of the use of materials, equipment

or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and

- (3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the provisions of this Section.
- (d) In any case, when in fulfilling the requirements of the Contract and this guarantee or any other guaranty or warranty, the Contractor disturbs any work performed by a separate contractor, he shall restore such work to a condition satisfactory to the Architect/Engineer and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.
- (e) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his surety shall be liable for all expense incurred.
- (f) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.
- (g) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.
- (h) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Detective Work under Section 30. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.
- (i) In the event the Work of the Contractor is to be modified by another contractor, either before or after the Final Inspection provided by Section 43 of the General Conditions, the first Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying his Work. The first Contractor and the contractor making the modifications shall each be solely responsible for his respective work. The contractor modifying the earlier Work shall be responsible for any damage to or defect introduced into the Work by his modification. If the first contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into his Work, it shall be the burden of the contractor making the claim to demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if he asserts that defects in his work were caused by the contractor whose work he is modifying.

45. ASSIGNMENTS OF CONTRACTUAL OBLIGATIONS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the prior written consent of the Owner. No assignment shall relieve any party from its obligations under the Contract.

46. CONTRACTUAL DISPUTES (§2.2-4363, Code of Virginia)

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.

No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Owner or his designee. The Contractor may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the Owner fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.

The decision of the Owner shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the Owner to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract. Venue for any litigation arising hereunder shall be in the Circuit Court for the County of Albemarle, Virginia.

47. ASBESTOS

- (a) This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the Work, when the scope of the project has been reviewed and a comprehensive survey conducted by an individual licensed by the Virginia Department of Professional and Occupational Regulation to conduct building inspections for asbestos containing materials in buildings, and where the Owner has attempted to remove or encapsulate all asbestos containing material that may become friable or damaged during this Project.

Prior to commencement of Work, the results of the comprehensive survey or any other asbestos survey shall be made available to the Contractor, who shall be responsible for performing his Work

so as not to disturb any remaining asbestos, encapsulated or otherwise, identified in such survey or surveys.

If the Contractor discovers or inadvertently disturbs any material that he knows, should have known or has reason to believe, may contain asbestos that has not been previously identified, was overlooked during the removal, was deemed not to be friable or was encapsulated, the Contractor shall stop Work in the area containing or suspected to contain the asbestos, secure the area, and notify the Owner and the Architect/Engineer immediately by telephone or in person with written notice as soon as possible. The Owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the Work, the Owner shall have the material repaired or removed and shall pay for the bulk sample analysis.

Except as provided in §11-4.1 of the Code of Virginia, if the material disturbed is not within the Contractor's authorized Work and/or Work area or under this Contract, the Contractor shall pay for all associated sampling and abatement Costs.

- (b) If asbestos abatement is included as a part of the Work, the Contractor shall assure that the asbestos abatement work is accomplished by those duly licensed as described in Section 3 of these General Conditions and in accordance with the specific requirements of the Contract and all applicable laws and regulations.
- (c) If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall obtain the insurance required under Section 11(e) of these General Conditions.

48. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

- (a) As a part of the Work, the Contractor in conjunction with his Subcontractors and Suppliers shall provide the Owner's operations and maintenance personnel with adequate instruction and training in the proper operation and maintenance of any equipment, systems, and related controls provided or altered in the Work. The training requirements may be further defined in the specifications.
- (b) The Contractor shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment and systems provided in the Work. Further specific requirements may be indicated in the specifications.

49. PROJECT MEETINGS

- (a) The intention of this Section is that the Contractor, the Owner and the A/E have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely, reasonable basis. The Owner and its A/E are responsible for making a reasonable effort to provide timely responses to the Contractor.

(b) **Preconstruction Meeting:**

Prior to the start of construction and no later than 15 calendar days after the Notice to Proceed, a "Preconstruction" meeting shall be held with attendees to include the Owner's Project Manager and Project Inspector, the Architect/Engineer's project manager and representatives of each design discipline involved in the Project, the Contractor's project manager and superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

- (1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority.
- (2) Names, addresses, telephone numbers, FAX numbers, and email addresses to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), shop drawings, submittals, and notices.
- (3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.
- (4) Schedule of Values and Certificate for Payment (Form AC-12) requirements and procedures.
- (5) Procedures for shop drawings, product data and Submittals.
- (6) Procedures for handling Field Orders and Change Order Form AC-11.
- (7) Procedures for Contractor's request for time extension, if any.
- (8) Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work presentation to be done by members of the project team, preferably Contractor's superintendent and project manager.
 - Site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic.
 - Safety.
 - Layout of the Work.
 - Quality control, testing, inspections and notices required.
 - Site visits by the A/E and others.
 - Owner's Project Inspector duties.
 - Running Punch List.
 - As-Built Drawings.
- (9) Procedures and documentation of differing or unforeseen Site conditions.
- (10) Monthly Pay Meeting.
- (11) Project Close-Out requirements and procedures.
- (12) Project records.

(c) **Monthly Pay Meeting:**

Section 36 establishes the requirement for a monthly pay meeting which will usually be held at or near the Site. In addition to Owner, A/E and Contractor representatives, the following representatives, at a minimum, should be available to attend portions of the meeting, as applicable or necessary:

- Owner's Project Inspector.
- Contractor's project superintendent.
- A/E representative of each discipline where Work was performed for the current pay request or where Work is projected to be performed in the coming month.
- A representative of each subcontractor who performed work included in the current pay request.
- A representative of each subcontractor who is projected to perform work in the coming month.

The following topics should be included, as a minimum, in the monthly pay meeting:

- (1) Observations of status, quality and workmanship of Work in progress.
- (2) Validation of the Schedule of Values and Certificate for payment.
- (3) Conformance with proposed construction schedule.
- (4) Outstanding Requests for Information, Requests for Clarification and Requests for Proposal.
- (5) Submittals with action pending.
- (6) Status of pending Change Orders.
- (7) Status of Running Punch List items.
- (8) Work proposed for coming pay period.
- (9) Discussions of any problems or potential problems which need attention.

(d) **Other Meetings:**

Requirements for other meetings, such as progress meetings, coordination meetings, preinstallation meetings and/or partnering meetings, may be included in the Contract Documents.

***** END OF GENERAL CONDITIONS *****

SUPPLEMENTAL GENERAL CONDITIONS

The COUNTY OF ALBEMARLE CONSTRUCTION CONTRACT GENERAL CONDITIONS (Revised October 2018) are modified and supplemented as hereinafter described.

1. Section 1 – DEFINITIONS

Beneficial Occupancy shall be redefined as: “The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete such that the Owner could, after obtaining necessary approvals and certificates, utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.”

2. Section 3 – LAWS AND REGULATIONS

Delete Paragraph (e).

3. Section 3 – LAWS AND REGULATIONS

Delete the second sentence of Paragraph (l) The VDOT Land Use Permit may be obtained at no cost to the County or Contractor. Replace the second sentence of Paragraph (l) with the following: “VDOT shall be listed as a Dual Oblige Rider on the Performance Bond to meet the VDOT Land Use permitting requirements.”

4. Section 11 – CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE, revise limits as follows:

- (a) Worker’s Compensation: requires a minimum of \$1,000,000
- (b) General Liability: requires a minimum of \$1,000,000
- (c) Automobile Liability: requires a minimum of \$1,000,000
- (d) Umbrella Liability: requires a minimum of \$1,000,000
- (e) Environmental Pollution: is not required by this solicitation.
- (f) Professional Liability: is not required by this solicitation.
- (g) Cyber Liability: is not required by this solicitation.

5. Section 12 – BUILDER’S RISK INSURANCE

Delete Paragraphs (a) and (b).

6. Section 19 – SCHEDULE OF THE WORK

Delete Paragraphs second and sixth paragraphs of subsection (a), (b), (c), (d), (e), (f). For scheduling requirements see Special Provision SP108-000110-00 for this project’s scheduling requirements.

7. Section 36 – PAYMENTS TO CONTRACTOR, shall be supplemented by removing paragraph (c) in its entirety.

8. Section 36 – PAYMENTS TO CONTRACTOR, shall be supplemented by removing paragraph (e) in its entirety and replaced with the following.

(e) The final payment, less any amounts due to or claimed by the Owner, shall not become due until the Architect/Engineer and the Owner agree that Final Completion has been achieved and until the Contractor shall deliver to the Owner through the Architect/Engineer a Certificate of Completion by the Contractor (Form AC-13.2) and an Affidavit of Payment of Claims (Form AC-13), stating that all Subcontractors and Suppliers of either labor or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project. Amounts due the Owner which may be withheld from the final payment may include, but are not

limited to, amounts due pursuant to Section 3(i), Section 16(a)-(d), Section 31(d), costs incurred to repair or replace Defective Work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible, delay damages under Section 42(h), and any liquidated or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims (Form AC-13), an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or Supplier pursuant to Section 37(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the monies due to the Contractor which is claimed by the Subcontractor or Supplier into a Virginia Court or Federal Court sitting in Virginia, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractor relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof.

9. Section 36 – PAYMENTS TO CONTRACTOR, shall be supplemented by removing paragraph (h) in its entirety and replaced with the following.

(h) Interest shall accrue on all amounts owed by the Owner to the Contractor which remain unpaid seven (7) days following the Payment Date. Said interest shall accrue at the discounted ninety- day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the publication entitled The Wall Street Journal on the weekday following each such Weekly Auction. During the period of time when the amounts due to the Contractor remain unpaid following the seventh (7th) day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the Contractor to gather and substantiate the applicable weekly interest rates to the satisfaction of the Owner and to calculate to the satisfaction of the Owner the interest due. In no event shall the rate of interest charge exceed the rate of interest charged pursuant to §58.1-1812 of the Code of Virginia. No interest shall accrue when payment is delayed because of disagreement between the Owner and the Contractor regarding the quantity, quality or timeliness

of the Work, including, but not limited to, compliance with Contract Documents or the accuracy of any Request for Payment received. This exception to the accrual of interest stated in the preceding sentence shall apply only to that portion of a delayed payment which is actually the subject of such a disagreement and shall apply only for the duration of such disagreement. These same provisions relating to payment of interest to the Contractor shall apply also to the computation and accrual of interest on any amounts due from the Contractor to the Owner for deductive change orders and to amounts due on any claims by the Owner. The date of mailing of any payment by the U.S. Mail is deemed to be the date of payment to the addressee.

10. Section 42 – DAMAGES FOR DELAY, EXTENSION OF TIME, shall be supplemented by adding the following paragraph:

- (j) It is imperative that the Work in this contract be substantially completed not later than three hundred (300) consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed. The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factors which may affect performance of the Work. The Contractor agrees and warrants that he will achieve substantial completion of the Work not later than three hundred (300) consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed.
- (k) Subject to the provisions of the General Conditions allowing for extension of time allowed for completion of the Work, if the work is not substantially completed by the specified date, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of one thousand one hundred dollars (\$1,100.00) per day for each and every calendar day for delay in substantial completion of the Work beyond the Substantial Completion specified in the Notice to Proceed. Likewise, if the Work is not finally completed within thirty (30) consecutive calendar days from the date of Substantial Completion, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of one thousand one hundred dollars (\$1,100.00) per day for each and every calendar day of delay in final completion of the Work.
- (l) The Owner may withhold from the monthly Progress Payment, the current value of the liquidated damages. Failure of the Owner to withhold liquidated damages during ongoing operations that have exceeded the Contract Completion Date is not a waiver of the Owner's entitlement to damages as set forth in the Contract Documents.

11. The Contractor shall adhere to the attached *COVID-19 Policies for the County of Albemarle Facilities Planning & Construction Projects*

Project Name: Albemarle County Sidewalks Improvements A/E, if applicable: Timmons Group A/E contract #: 2021-12012-35 Project Mgr: Jonathan Showalter
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CONTRACT #«number»
«Company»
 «Address1»
 «Address2»
 «City», «State» «PostalCode»
«corporate status, as confirmed by SCC»
(Contractor)

COUNTY OF ALBEMARLE, VIRGINIA
 401 McIntire Rd.
 Charlottesville, Virginia 22902
a political subdivision of the Commonwealth of Virginia,
(County or Owner)

This Agreement (“Agreement” or “Contract”) made and entered into on this ____ day of _____, 2020, between the Contractor as identified above and the County (collectively, the Parties), hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** The Contractor shall furnish all labor, equipment, and materials and perform all work for the project as described in the Invitation to Bid (IFB) # _____, p. ____ and the Owner’s plans and specifications, including all work described in the Bid Form as Base Bid plus additives, (collectively, the Work) in strict accordance with the Contract Documents. In brief, the Contractor shall _____.

2. **Incorporation of documents and Order of Precedence:** To the extent that they do not conflict with the terms of this Agreement, the following documents are incorporated by reference in their entirety:
 - the Invitation to Bid, # _____;
 - the Bid Form submitted by the Contractor;
 - the County of Albemarle Construction Contract General Conditions, as included in the IFB;
 - the Supplemental General Conditions, if any;
 - the Owner’s Project Plans and Specifications dated _____; and modifications shown as Addenda _____; and
 - the Project Manual dated _____ (which may include some or all of the above documents).

In the event that a conflict or ambiguity exists or is created between this Agreement, the IFB, and/or the Contractor’s submitted Bid Form, the terms of this Agreement first and the IFB second, if necessary, shall govern and supersede any such conflicting or ambiguous terms. The Supplemental General Conditions shall thereafter take precedence over the General Conditions.

3. **Payment/Consideration Schedule:** In consideration of the Work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work the total sum of _____ dollars (\$ _____) as calculated below:

Base bid:	\$ _____	
Additive 1:	\$ _____	for _____
Additive 2:	\$ _____	for _____
Total:	\$ _____	

4. Term: The Work shall be commenced on a date to be specified in a written order of the Owner and shall be Substantially Completed within ____calendar days. The Work shall be finally completed within ____ days after the date of Substantial Completion of the Work or no later than the date of Final Completion of _____, whichever is sooner. Time is of the essence.
5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 (the end of the County's fiscal year) of any year, is subject to its approval and ratification by the Albemarle County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. If sufficient funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.
6. Preconditions to Obligation: The County shall not be obligated to purchase or pay for goods, services, or materials under this Agreement unless the County has ordered such goods, services, and/or materials and until the Contractor has delivered any ordered goods, services, and/or materials. The County may increase or decrease quantities of ordered goods, services, and materials as required and in its discretion.
7. Faith-based Organizations: The County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: Pursuant to Virginia Code §§ 2.2-4201 and 2.2-4311, during the performance of this Contract, Contractor agrees as follows:
 - A. 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts over \$10,000;
 - B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that 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; and
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: Pursuant to Virginia Code Section § 2.2-4312, during the performance of this Contract, Contractor agrees to:
 - A. Provide a drug-free workplace for Contractor's employees.
 - B. 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. Compliance with Immigration Laws: Contractor does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, pursuant to Virginia Code §2.2-4311.1.
11. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
12. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of a required registration to the County. Additionally, if required, Contractor 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 of the Code of Virginia, to be revoked or canceled at any time during the term of the Agreement.
13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the County, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. Termination without Cause: The County may at any time, and for any reason, terminate this

Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the County, at the time of termination. If the County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to the County any work completed or in process for which payment has been made.

18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. Indemnification and Hold Harmless: Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor shall indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the County, its agents, volunteers, servants, employees, or officials.
20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for the County shall be addressed as follows:

Charlottesville, VA 22902

With a copy to:

Samuel T. Winder, CPPO, CPPB
Purchasing Agent
401 McIntire Rd., Room 248
Charlottesville, VA 22902

Notices for Contractor shall be addressed as follows:

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. Independent Contractor: Contractor shall be at all times an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of the County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. Contract Claims by Contractor: Prompt knowledge by the County of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the County and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the County with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the County or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the County, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The County will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
27. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the County shall promptly review any claim for extra compensation. If a claim is accepted by the County, it shall be paid as extra work under the terms of a supplemental agreement executed by the parties *before such work is begun*. The amounts claimed as extra compensation by Contractor shall be separately

itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the County to analyze the need for the extra work and the costs claimed for the work.

28. Payments to Subcontractors: Pursuant to Virginia Code Section 2.2-4354, Contractor shall pay all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
29. Insurance: Contractor shall purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies protecting from claims which may arise out of or result from Contractor's performance or non-performance of services under this Contract or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by Contractor or for whose acts it may be liable. Such policies shall remain in full force and effect at all times during the term of this Agreement and shall contain the types of coverages and minimum limits which are required by the Supplemental General Conditions or General Conditions, which shall, for this provision "Insurance" only, take precedence (in order of precedence as listed here) over this Agreement and other documents incorporated by reference. A certificate of insurance conforming to the requirements of the Supplemental and General Conditions shall be submitted prior to the execution of this Agreement.
30. Payment/Performance Bonds: Contractor shall furnish to the County a payment bond and a performance bond on forms provided by the County in conformity with Virginia Code §§ 2.2-4337 and 2.2-4339 each payable to the County and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Agreement, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia. The performance and payment bonds shall be amended if necessary, as determined by the County, to reflect changes to the scope of the Work created by Change Orders and any amendments to this Agreement.

[signatures on following page]

COUNTY OF ALBEMARLE, VIRGINIA

«COMPANY»

SIGNATURE _____

SIGNATURE _____

NAME (type/print) Samuel T. Winder, CPPO, CPPB

NAME (type/print) _____

TITLE Purchasing Agent

TITLE _____

DATE _____

DATE _____

NOTARY CERTIFICATE FOR CONTRACTOR

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, of _____, a _____ corporation, on behalf of the corporation. He/She is personally known to be or has produced _____ as proper identification.

_____ Notary Public

My Commission expires: _____

My Registration Number: _____

POST BID MODIFICATION

DATE:

PROJECT TITLE:

IFB NO.:

OWNER:

CONTRACTOR:

As allowed by Section 12(c) of the Instructions to Bidders and by §2.2-4318, Code of Virginia, negotiations were conducted with the lowest responsive and responsible bidder, _____, hereinafter called the Contractor. The following clarifications, amendments, deletions, revisions, substitutions, and/or modifications to the Contract Documents were made along with corresponding adjustments in the Contractor’s bid amount for furnishing all labor and materials and performing all work necessary for construction of this project in accordance with the modified contract documents:

Item	AMOUNT
TOTAL	

END OF POST BID MODIFICATION

STANDARD PERFORMANCE BOND FOR CONSTRUCTION CONTRACTS

KNOW ALL BY THESE PRESENT: That _____, the Contractor (“Principal”) whose principal place of business is located at _____ and _____ (“Surety”) are held and firmly bound unto the County of Albemarle, Virginia, and/or The County School Board of Albemarle County, Virginia, the Owner (“Obligee”) in the amount of _____ for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Obligee for _____ which contract (the “Contract”) is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of the time for the performance of the Contract, or any other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this _____ day of _____.

PRINCIPAL

BY:

(Please sign above and print name below)

TITLE:

ADDRESS:

PHONE:

SURETY (Must be signed by a Virginia Resident Agent of Surety)

BY:

(Please sign above and print name below)

ADDRESS:

PHONE:

BOND NO.:

ADDRESS OF SURETY'S HOME OFFICE:

STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENT: That _____, the Contractor (“Principal”) whose principal place of business is located at _____ and _____ (“Surety”) are held and firmly bound unto the County of Albemarle, Virginia, and/or The County School Board of Albemarle County, Virginia, the Owner (“Obligee”) in the amount of _____ for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Obligee for _____ contract (the “Contract”) is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A “subcontractor” of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). “Labor” and “material” shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.
2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment

and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.
4. No suit or action shall be commenced hereunder by any claimant;
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

PRINCIPAL

BY:

(Please sign above and print name below)

TITLE:

ADDRESS:

PHONE:

SURETY (Must be signed by a Virginia Resident Agent of Surety)

BY:

(Please sign above and print name below)

ADDRESS:

PHONE:

BOND NO.:

ADDRESS OF SURETY'S HOME OFFICE:

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

GC-1

IFB Number: General Contractor:
 Project: Change Description:
 Owner: COR/PCO #:

GENERAL CONTRACTOR DIRECT COSTS												
Scope Description				Direct Labor				Direct Material		Direct Equipment		
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost	
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K	
1.01					0.00		\$0.00		\$0.00		\$0.00	
1.02					0.00		\$0.00		\$0.00		\$0.00	
1.03					0.00		\$0.00		\$0.00		\$0.00	
1.04					0.00		\$0.00		\$0.00		\$0.00	
1.05					0.00		\$0.00		\$0.00		\$0.00	
1.06					0.00		\$0.00		\$0.00		\$0.00	
1.07					0.00		\$0.00		\$0.00		\$0.00	
1.08					0.00		\$0.00		\$0.00		\$0.00	
1.09	Subtotal from Estimate Continuation Sheets						\$0.00		\$0.00		\$0.00	
1.97	Subtotal (S/T) Direct Costs:						Subtotal Labor	\$0.00	Subtotal Mat'l	\$0.00	Subtotal Equip.	\$0.00
1.98	Taxes/Insurance:		FICA, FUI, SUI, & Workmens' Comp. at 			% of Item 1.97H =	\$0.00	Sales Tax @ 5.3%	\$0.00	Sales Tax @ 5.3%	\$0.00	
1.99	Total Direct Costs						Total Labor	\$0.00	Total Mat'l	\$0.00	Total Equip.	\$0.00

SUBCONTRACT COSTS		
Item No.	Subcontractor Name (List totals from attached SC-1 forms)	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$0.00

SUMMARY		
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	Item 1.99H \$0.00
3.02	Total Direct Material Cost	Item 1.99J \$0.00
3.03	Total Equipment Cost	Item 1.99L \$0.00
3.04	Subtotal	3.01+3.02+3.03 \$0.00
3.05	Overhead and Profit	* 10% x Item 3.04 \$0.00
3.06	Subtotal	3.04+3.05 \$0.00
3.07	Subcontractor Cost	Item 2.99 \$0.00
3.08	GC Markup on Subcontractors	** 10% x Item 3.07 \$0.00
3.09	Subtotal	3.06+3.07+3.08 \$0.00
3.10	Additional Bond Cost	
3.99	Total Change Order Cost	(3.09+3.10) \$0.00

Submitted By

Name: _____

Signature: _____

Title: _____

Date: _____

I have reviewed the costs proposed and find them to be reasonable (as proposed) (as marked).

A/E Signature: _____

Note: Mark-up is capped in conformance with the provisions of Section 38(d) of the Construction Contract General Conditions.

*Limited to 10% on self-performed work.

**Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work.

SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SC-1

IFB Number:
 Project:
 Owner:

General Contractor:
 Subcontractor:
 Subcontractor Trade:
 COR/PCO #:

Change Description:

SUBCONTRACTOR DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01					0.00		\$0.00		\$0.00		\$0.00
1.02					0.00		\$0.00		\$0.00		\$0.00
1.03					0.00		\$0.00		\$0.00		\$0.00
1.04					0.00		\$0.00		\$0.00		\$0.00
1.05					0.00		\$0.00		\$0.00		\$0.00
1.06					0.00		\$0.00		\$0.00		\$0.00
1.07					0.00		\$0.00		\$0.00		\$0.00
1.08					0.00		\$0.00		\$0.00		\$0.00
1.09	Subtotal from Estimate Continuation Sheets						\$0.00		\$0.00		\$0.00
1.97	Subtotal (S/T) Direct Costs:					Subtotal Labor	\$0.00	Subtotal Mat'l	\$0.00	Subtotal Equip.	\$0.00
1.98	Taxes/Insurance: FICA, FUI, SUI, & Workmens' Comp. at 					% of Item 1.97H	\$0.00	Sales Tax @ 5.3%	\$0.00	Sales Tax @ 5.3%	\$0.00
1.99	Total Direct Costs					Total Labor	\$0.00	Total Mat'l	\$0.00	Total Equip.	\$0.00

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name (List totals from attached SS-1 forms)	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.99	Total Sub-Subcontract Costs	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$0.00
3.02	Total Direct Material Cost	Item 1.99J	\$0.00
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$0.00
3.05	Overhead and Profit	* 10% x Item 3.04	\$0.00
3.06	Total Subcontractor Cost	3.04+3.05	\$0.00
3.07	Sub-Subcontractor Cost **	Item 2.99	\$0.00
3.99	S/C Cost Report'd to GC ***	3.06+3.07	\$0.00

Submitted By

Name: _____
 Signature: _____
 Title: _____
 Date: _____

Note: Mark-up is capped in conformance with the provisions of Section 38(d) of the Construction Contract General Conditions.

* Limited to 10% on self-performed work.

** Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. Total mark-up on subcontracted work is calculated on the GC-1 form.

*** The subcontractor cost carried forward to GC-1 form does not include mark-up on sub-subcontractor costs. This mark-up is calculated on the GC-1 form. The GC and its subcontractors shall establish how the mark-up is to be distributed among the various subcontractors involved in the work.

SUB-SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SS-1

IFB Number:
 Project:
 Owner:

General Contractor:
 Subcontractor:
 Sub-Subcontractor:
 Sub-Subcontractor Trade:
 COR/PCO #:

Change Description:

SUB-SUBCONTRACTOR DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01					0.00		\$0.00		\$0.00		\$0.00
1.02					0.00		\$0.00		\$0.00		\$0.00
1.03					0.00		\$0.00		\$0.00		\$0.00
1.04					0.00		\$0.00		\$0.00		\$0.00
1.05					0.00		\$0.00		\$0.00		\$0.00
1.06					0.00		\$0.00		\$0.00		\$0.00
1.07					0.00		\$0.00		\$0.00		\$0.00
1.08					0.00		\$0.00		\$0.00		\$0.00
1.09	Subtotal from Estimate Continuation Sheets						\$0.00		\$0.00		\$0.00
1.97	Subtotal (S/T) Direct Costs:					Subtotal Labor	\$0.00	Subtotal Mat'l	\$0.00	Subtotal Equip.	\$0.00
1.98	Taxes/Insurance: FICA, FUI, SUI, & Workmens' Comp. at 					% of Item 1.97H	\$0.00	Sales Tax @ 5.3%	\$0.00	Sales Tax @ 5.3%	\$0.00
1.99	Total Direct Costs					Total Labor	\$0.00	Total Mat'l	\$0.00	Total Equip.	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$0.00
3.02	Total Direct Material Cost	Item 1.99J	\$0.00
3.03	Total Equipment Cost	Item 1.99L	\$0.00
3.04	Subtotal	3.01+3.02+3.03	\$0.00
3.05	Overhead and Profit	* 10% x Item 3.04	\$0.00
3.99	Total Sub-Subcontractor		\$0.00

Submitted By

Name: _____

Signature: _____

Title: _____

Date: _____

Note: Mark-up is capped in conformance with the provisions of Section 38(d) of the Construction Contract General Conditions.

*Limited to 10% on self-performed work.

IFB 2021-12012-35

FORM AC-12	SCHEDULE OF VALUES and CERTIFICATE FOR PAYMENT	PAYMENT REQUEST NO.	1
PART A SUMMARY AND CERTIFICATION		PERIOD BEGINNING DATE: 01/00/1900 PERIOD ENDING DATE: 01/00/1900	



IFB NUMBER: 0
OWNER NAME: County of Albemarle, Virginia and/or The County School Board of Albemarle County, Virginia
PROJECT TITLE: 0

	TOTAL VALUE	VALUE OF WORK COMPLETED			PERCENT COMPLETE
		PREVIOUS VALUE TO DATE	VALUE THIS REPORT	CURRENT VALUE TO DATE	
	A	B	C	D = B + C	E = D / A
Original Contract Line Items (from AC-12, PART B)	\$ -	\$ -	\$ -	\$ -	0%
Approved Change Orders (from AC-12, PART C)	\$ -	\$ -	\$ -	\$ -	0%
ADJUSTED CONTRACT TOTAL	\$ -	\$ -	\$ -	\$ -	0%
Retainage <i>Retainage Percentage: 5.0%</i>		\$ -	\$ -	\$ -	
NET REQUISITION AMOUNT		\$ -	\$ -	\$ -	

Amount Requested

CONTRACTOR CERTIFICATION

The undersigned Contractor requests payment of that portion of the contract price shown on the last line of the foregoing Schedule of Values, and represents and warrants to the Owner that: (1) the data shown on the Schedule of Values is accurate and correct; (2) the Work covered by this Certificate has been completed in accordance with the Contract Documents; (3) all previous progress payments received from Owner on account of Work done under this Contract have been applied to discharge in full (except for allowable retainage) all obligations of Contractor incurred in connection with Work covered by prior Certificates for Payment (N/A for Payment No. 1) ; (4) title to all materials and equipment for which payment is requested in this Certificate, whether or not incorporated in said Work, will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such materials and equipment which are covered by a Bond previously accepted by Owner).

FEIN #: 0

Contractor: 0

Date: January 0, 1900

By: _____
signature

Typed Name: 0

ARCHITECT/ENGINEER CERTIFICATION

This is to certify that, in accordance with the terms of a contract for IFB/Contract Number executed the day of , , by and between, , the Contractor, and the County of Albemarle, Virginia and/or The County School Board of Albemarle County, Virginia, the Owner, for work at , there is due to the Contractor the amount of No Dollars and No Cents \$.00

Architect/Engineer:

By: _____
signature *printed name* *date*

OWNER ACTION

Recommended for Payment: _____
Project Manager Date

ITEM NO.	ITEM DESCRIPTION	TOTAL VALUE	VALUE OF WORK COMPLETED			PERCENT COMPLETE	NOTES / COMMENTS
			PREVIOUS VALUE TO DATE	VALUE THIS REPORT	CURRENT VALUE TO DATE		
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
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		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
	Do not insert rows below this point !	\$ -	\$ -	\$ -	\$ -	0%	
TOTAL ORIGINAL CONTRACT		\$ -	\$ -	\$ -	\$ -	0%	

CHNG ORD. NO.	ITEM DESCRIPTION	TOTAL VALUE	VALUE OF WORK COMPLETED			PERCENT COMPLETE	NOTES / COMMENTS
			PREVIOUS VALUE TO DATE	VALUE THIS REPORT	CURRENT VALUE TO DATE		
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
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		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
		\$ -	\$ -	\$ -	\$ -	0%	
	Do not insert rows below this point !	\$ -	\$ -	\$ -	\$ -	0%	
TOTAL APPROVED CHANGE ORDERS		\$ -	\$ -	\$ -	\$ -	0%	

AFFIDAVIT OF PAYMENT OF CLAIMS

By:

This day _____ personally appeared before me, _____, a Notary Public in and for the City/County of _____, _____ and, being by me first duly sworn, states that all subcontractors and suppliers of labor and materials have been paid all sums due them for work performed or materials furnished in the performance of the Contract between the County of Albemarle, Virginia, and/or The County School Board of Albemarle County, Virginia, Owner, and _____, Contractor, dated _____, 20____, for the construction of _____, or arrangements have been made by the Contractor satisfactory to such subcontractors and suppliers with respect to payments of such sums as may be due them by the Contractor.

(Contractor Name)

By: _____
Print Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.
My commission expires on the _____ day of _____, 20____.
Notary Registration #: _____

Notary Public

ARCHITECT/ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: _____

County of Albemarle, Virginia, and/or
The County School Board of Albemarle County, Virginia
c/o Facilities & Environmental Services – Project Management Division
401 McIntire Road
Charlottesville, Virginia 22902-4596

Project Title: _____

RFQ/Contract No.: _____

In accordance with the requirements of the Contract Between Owner and Architect/Engineer and based upon the knowledge gained in the performance of the architectural/engineering services provided in said Contract and the reports of the Owner's Inspection and Testing entities, the undersigned Architect/Engineer states that the following portions of the project named above are substantially complete in accordance with the requirements of the Contract Documents and are recommended for use of their intended purpose (*indicate portions which are ready for use and, if applicable, occupancy*):

All applicable tests, certificates and regulatory inspections required by the Contract Documents and any local, state or federal regulations have been performed with respect to the substantially completed portions of the project and the Owner has been provided with a copy of each report, except for the following:

A tentative list of unfinished Work and defective Work, referred to as the "punch list," is attached hereto. The list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of the above date of Substantial Completion.

(A/E Firm Name)

By: _____

Print Name: _____

Title: _____

Attachment: Punch List

CERTIFICATE OF FINAL COMPLETION BY ARCHITECT/ENGINEER

Date: _____

County of Albemarle, Virginia, and/or
The County School Board of Albemarle County, Virginia
c/o Facilities & Environmental Services – Project Management Division
401 McIntire Road
Charlottesville, Virginia 22902-4596

Project Title: _____

RFQ/Contract No.: _____

In accordance with the requirements of the Contract Between the Owner and the Architect/Engineer for Professional Services and based upon the knowledge gained in the performance of the services required in said Agreement, the undersigned hereby states that the above named project was fully completed in accordance with the requirements of the Contract Documents on _____ (Month) _____ (Day), _____ (Year).

All applicable tests, certificates and regulatory inspections required by the Contract Documents and any local, state or federal regulations have been performed and the Owner has been provided with a copy of each report.

Final as-built drawings have been prepared by the Architect/Engineer and submitted to the Owner in accordance with the requirements of the Contract Documents. The Owner has been provided with a copy of all warranties and guarantees, including the starting date(s) of all warranties and guarantees, written and unwritten, required by the Contract Documents.

(A/E Firm Name)

By: _____

Print Name: _____

Title: _____

CERTIFICATE OF PARTIAL OR SUBSTANTIAL COMPLETION BY CONTRACTOR

Date: _____

County of Albemarle, Virginia, and/or
The County School Board of Albemarle County, Virginia
c/o Facilities & Environmental Services – Project Management Division
401 McIntire Road
Charlottesville, Virginia 22902-4596

Project Title: _____
RFQ/Contract No.: _____

In accordance with the requirements of the Agreement between the Owner and the Contractor, the undersigned Contractor hereby states that portions of the above named project are substantially completed in accordance with the requirements of the Contract Documents as modified by approved change orders. Those portions of the project now substantially complete are:

All applicable tests, certificates and regulatory inspections required by the Contract Documents and any local, state or federal regulations have been performed with respect to the substantially completed portions of the project and the Owner has been provided with a copy of each report.

As-built marked up prints of the substantially completed portions of the project have been provided to the Architect/Engineer as required by the Contract Documents.

The Owner has been provided with a copy of all warranties and guarantees, including the starting date(s) of all warranties and guarantees, written and unwritten, required by the Contract Documents with respect to the completed portions of the project, except as follows:

All training, operating instructions and maintenance manuals required by the Contract Documents have been provided to the Owner, except as follows:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR’S obligation to complete the Work in accordance with the Contract Documents.

(Contractor Name)

By: _____

Print Name: _____

Title: _____

CERTIFICATE OF FINAL COMPLETION BY CONTRACTOR

Date: _____

County of Albemarle, Virginia, and/or
The County School Board of Albemarle County, Virginia
c/o Facilities & Environmental Services – Project Management Division
401 McIntire Road
Charlottesville, Virginia 22902-4596

Project Title: _____

RFQ/Contract No.: _____

In accordance with the requirements of the Contract Between Owner and Contractor (Form AC-9) the undersigned Contractor hereby states that the above named project has been fully completed in accordance with the requirements of the Contract Documents as modified by approved change orders.

All applicable tests, certificates and regulatory inspections required by the Contract Documents and any local, state or federal regulations have been performed with respect to the completed project and the Owner has been provided with a copy of each report.

As-built marked up prints of the completed project have been provided to the Architect/Engineer as required by the Contract Documents.

The Owner has been provided with a copy of all warranties and guarantees, including the starting date(s) of all warranties and guarantees, written and unwritten, required by the Contract Documents.

All training, operating instructions and maintenance manuals required by the Contract Documents have been provided to the Owner.

(Contractor Name)

By: _____

Print Name: _____

Title: _____

Copy: Architect/Engineer



COVID-19 POLICIES FOR THE COUNTY OF ALBEMARLE FACILITIES PLANNING & CONSTRUCTION PROJECTS

Effective October 22, 2020

ALL CONTRACTORS SHALL SUBMIT A PROJECT SPECIFIC COVID-19 MITIGATION PLAN WHICH COMPLIES WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT REQUIREMENTS AND RECOMMENDATIONS. THIS PLAN MUST BE SUBMITTED TO THE COUNTY PROJECT MANAGER PRIOR TO BEGINNING ANY WORK.

The following are minimum plan requirements which been established per the CDC's recommendations, the Governor of Virginia, the County of Albemarle and/or Albemarle County Public Schools:

JOBSITE ENTRANCES

- If entering a County or School owned facility, then workers shall complete the posted Self Screening/ Risk Assessment. Workers shall only use designated visitor entrances unless otherwise approved.
- For work outside County or School Owned facilities, the Contractor shall post and implement their own screening procedure at all jobsite entrances.
- Contractor shall provide and post "Construction Work Area" signage at any jobsite entrances.
- Contractor shall provide hand washing station or alcohol-based hand sanitizer at all job site entrances.
- The best way to prevent illness is to avoid exposure to the virus so if a worker or their family member are sick then they need to stay home and immediately contact their Supervisor.

REPORTING

- Contractors shall report a diagnosis of COVID-19 to their local health district and the County Project Manager within 24 hours. If the County Project Manager is unavailable, then contact the Chief of Facilities Planning & Construction.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

- Per the Albemarle County emergency ordinance, cloth face coverings must be worn in all indoor public spaces and in all outdoor public spaces where 6' of physical distancing is not able to be maintained.
- On school properties face coverings shall be worn in all outdoor spaces regardless of physical distancing Bandanas, neck gaiters, scarves, and face shields without an underlying mask or acceptable face covering are also not permitted.

SOCIAL DISTANCING

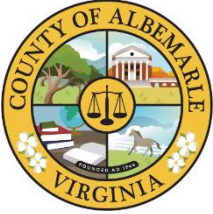
- All workers should practice social distancing, staying at least six (6) feet apart.
- Work requiring close contact with other workers or the public should be avoided. When possible evaluate an alternative work plan or shifts to allow minimum physical distancing.
- Per the Albemarle County emergency ordinance, gatherings will be restricted to 50 persons, with limited exceptions.
- Virtual meetings should be held in lieu of attending in person. If in-person meetings are needed, then hold meetings outside or in open areas where possible.

SANITATION

- Daily cleaning of high touch jobsite surfaces with soap and water then use of a disinfectant shall be performed per CDC guidelines. High touch surfaces include but are not limited to push / pull door hardware, handrails, tabletops, light switches, toilets, faucets and sinks. Special care should be taken when cleaning system and equipment control panels.
- If the Contractors employee or subcontractor has a confirmed diagnosis, then the Contractor shall be responsible for all cleaning and disinfecting the facility per CDC guidelines.

For the most current recommendations and Executive Orders please refer to the following resources:

- Centers for Disease Control <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- Governors Executive Orders <https://www.governor.virginia.gov/executive-actions/>
- Albemarle County Emergency Order <https://www.albemarle.org/Home/ShowDocument?id=5026>



Employee/Contractor COVID-19 Screening Procedure

Purpose: To prevent the spread of COVID-19 by identifying employees and/or contractors that are experiencing symptoms consistent with COVID-19 prior to entering a county facility and restricting their access.

Procedure:

1. Entry Points:
 - a. [Signage](#) shall be placed at all employee entry points to remind employees of the screening and to reinforce the need to go home if they feel sick
 - b. Hand sanitizer shall be provided at all entry points
 - c. Employees should avoid using the customer entrance when possible

2. Screening Process: The following screening process should be used each time the employee reports to work, excluding telework, and every 12 hours of continuous work thereafter.
 - a. All employees shall wash or sanitize their hands immediately upon entering the facility
 - b. All employees should conduct a self-assessment utilizing the following criteria:
 - i. Do you have any of the following symptoms now or in the last 72 hours?
 1. Fever (> 100°F)
 - a. If a thermometer is not readily available, employees are encouraged to take their temperature at home, before coming to work. If that isn't feasible, then at a minimum, they should consider signs suggestive of a fever, such as chills, flushed appearance, etc
 - b. A thermometer will be available at each facility if an employee desires to take a manual temperature
 2. Difficulty breathing
 3. Persistent cough
 4. Other flu like symptoms, such as chills, body aches, etc
 - c. The employee's supervisor is responsible to ensure personnel conduct the self-assessment
 - d. If an employee is experiencing any of the symptoms above while at work, they should immediately contact their supervisor and go home and/or seek medical attention
 - e. An employee that experiences any of the symptoms above must be symptom free (without the use of fever-reducing medications), for 72 hours prior to returning to work



Feeling Sick?

Stay home when you are sick!

If you feel unwell or have the following symptoms
please leave the building and contact your health care provider.
Then follow-up with your supervisor.

DO NOT ENTER if you have:



FEVER



COUGH




**SHORTNESS
OF BREATH**



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Special Provision Copied Notes, Supplemental
Specifications and Special Provisions for

Albemarle County Sidewalks Improvements

- Rio Road Sidewalks
- Avon Street Extended Sidewalks
- 250W-Rockfish Gap Turnpike Sidewalks

VDOT Project #0000-002-R78, M-501
UPC-104159


IFB# 2021-12012-35

Bid Document Date:
10-28-2020

Prepared by:
Timmons Group
608 Preston Avenue
Suite 200
Charlottesville, VA 22903



For:
County of Albemarle
Office of Facilities Development
401 McIntire Road - Room 222
Charlottesville, Virginia 22902-4596



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Special Provision Copied Notes (SPCN), Supplemental Specifications (SS) and Special Provisions for Albemarle County Sidewalks Improvements VDOT Project #0000-002-R78, M-501 (UPC 104159) IFB No. 2021-12012-35

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ALBEMARLE COUNTY SPECIAL PROVISION COPIED NOTES**CONTRACT PRICE**

Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans and accompanying bid documents. The Lump Sum price provided by the bidder includes all material quantities required to perform the project. With the exception of allowance items, material quantities will not be tracked and used as justification for payment during construction.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these unit prices are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract.

Albemarle County reserves the right to reject an individual unit price included herein prior to award of the contract. Items listed below may or may not be on the bid plans. Unit prices shall be provided for each item, except those clearly labeled as not applicable (N/A). If a change order is required during construction that utilizes an item denoted as N/A or a unit price that is otherwise rejected, the price for that work will be determined in accordance with the General Terms and Conditions of the Contract. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form.

REPORTS OF EXPLORATION AND TESTS OF SUBSURFACE CONDITIONS

A geotechnical investigation has been performed for this project and a copy of the report is available from the A/E. The Contractor is advised that this geotechnical report is for informational purposes only and is not part of the Contract Documents. Information contained within this geotechnical report will not be considered basis for claims for extra work and/ or time extensions.

If so desired, the Contractor (at his own expense) may make, prior to bidding, independent exploration, tests, and analyses. All applicable VDOT permits for work inside existing right of way must be secured by the Contractor for performance of exploratory investigations. In addition, the Owner must be notified in writing at least 2 business days prior to the Contractor making exploratory investigations involving digging or land disturbance.

COORDINATION WITH PRIVATE PROPERTY OWNER

The CONTRACTOR shall notify the COUNTY and the PRIVATE PROPERTY OWNER of such property upon which work is to be performed at a minimum of two weeks in advance of commencing work thereon.

PERMITS

The Contractor is responsible for ensuring that all permits required to perform the work are obtained and that all conditions of those permits are met throughout the duration of the project. Permits for this project that have been obtained by the COUNTY, will be obtained by the COUNTY, will be transferred to the CONTRACTOR and/ or must be obtained by the CONTRACTOR are identified in the below. Any other permits not identified below, but required to perform the work, will be the responsibility of the CONTRACTOR to obtain. Unless explicitly stated otherwise, all charges and expenses associated with obtaining permits or meeting the conditions of the permits shall be the responsibility of the CONTRACTOR. Any other permits not identified herein, but required to perform the work, will be the responsibility of the CONTRACTOR to obtain.

- A. County Land Disturbance Permit – A County Land Disturbance Permits shall be required for this project. The CONTRACTOR shall be responsible for obtaining an Albemarle County Land Disturbance Permit from the office of Community Development. In addition, the CONTRACTOR shall ensure that all operations shall be performed in a manner that minimizes erosion and sedimentation of the adjacent properties, street, and storm drainage systems. All work shall be performed in accordance with the latest edition of the Virginia Erosion and Sediment Control Handbook (VESCH) and the sequencing outlined in the plans. The Contractor shall have a DCR Certified Responsible Land Disturber (RLD) on the project site at all times during the construction project where land is being disturbed. The RLD will be responsible for ensuring that all aspects of the VESCH are adhered to during this project.
- B. VDOT Land Use Permit - VDOT has informed the County that the CONTRACTOR (acting as the COUNTY's agent) will be required to obtain one (1) VDOT Land Use Permits (LUP). The Land Use Permit WILL NOT require separate bond(s). However, the chosen Contractor will be required to provide a dual obligee rider as identified in the Supplemental Conditions. The VDOT Land Use Permit Fee(s) will be waived for both Land Use Permits. The Contractor WILL NOT need to include the cost of Land Use Permit(s) in their bid. However, the CONTRACTOR will be responsible for filing the Land Use Permit(s) as an agent of the COUNTY and work with VDOT to gain their acceptance and issuance of permit(s).
- C. VSMP Permit - A VSMP (Virginia Stormwater Management Program) permit is required for this project and has been obtained by the County. The Contractor will be required to sign a certification statement to comply with all conditions of the VSMP permit. A copy of the VSMP permit can be obtained from the Engineer.

EMPLOYEE PARKING

CONTRACTOR may only park equipment, vehicles and employee vehicles at the lay down and staging area to be acquired by the CONTRACTOR and approved of by the A/E and COUNTY. Contractors shall strictly enforce this requirement.

CONTRACTOR ACQUIRED STAGING AREA

The CONTRACTOR shall be responsible for locating and acquiring appropriate staging areas. Staging area locations must be approved by the COUNTY and the A/E. There will be no separate payment for rights to or permits for the staging area. CONTRACTOR's field office, temporary construction yard, and related facilities shall comply with the requirements of the current County Code 18-5.1.18 "Temporary Construction Headquarters and Temporary Construction Yards."

UTILITY COORDINATION

The location of existing sewers, water and gas pipes, conduits and other structures across, along or under the area of the Work are not necessarily shown on the CONTRACT DOCUMENTS, and if shown, the description, composition, location, depth and dimensions of those structures may not be correct. The COUNTY shall not be responsible to the CONTRACTOR for any delays or extra costs incurred by the CONTRACTOR as a result of any discrepancy between the actual location of existing structures and the Contract Documents or as built drawings.

The CONTRACTOR shall dig such test holes as needed to locate existing underground structures. The contractor shall dig such test holes only after giving 48 hours prior notice to the COUNTY and to the owner of the underground structure. Test holes shall be completed a minimum of ten working days in advance of the work crossing over, near or adjacent to the existing utility. CONTRACTOR shall report to the ENGINEER any conflicts found from such test holes within 24 hours of conducting the test hole work, so that the conflict can be resolved.

STANDARDS AND REFERENCE DOCUMENTS

Construction of this project shall be in conformance with the latest revisions to the VDOT Road and Bridge Specifications dated 2020, VDOT Road and Bridge Standards dated 2016, and revision 2 to the VDOT Work Area Protection Manual dated 2011, and the latest editions of the Virginia Erosion and Sediment Control Handbook, Virginia Erosion and Sediment Control Regulations, FHWA Manual on Uniform Traffic Control Devices (MUTCD), the Virginia Supplement to the MUTCD and the current edition of the Albemarle County Service Authority Water & Sewer Specifications, including all subsequent revisions. In the event of conflict between any of these standards, specifications, or project drawings, the most stringent shall govern.

Notwithstanding any provision contained in the VDOT Special Provisions, when used in the VDOT Supplemental Specifications, Special Provisions, and Special Provision Copied Notes, or in any other provision contained or incorporated into this contract, the following terms shall have the following meanings: "DEPARTMENT" shall mean the Facilities Planning & Construction Division of Albemarle County Facilities & Environmental Services Department; "Engineer" shall mean the RESPONSIBLE CHARGE ENGINEER hired by Albemarle County to perform construction administration services for this project, "INSPECTOR" shall mean the person hired by Albemarle County to inspect the Work performed and materials supplied by the Contractor, and "CONTRACT ENGINEER" shall mean the Albemarle County Purchasing Department. This provision explicitly supersedes the second paragraph of VDOT Special Provision (cn100-000051-03), VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes Revision.

VDOT SPECIAL PROVISION COPIED NOTES

**cn100-000051-03 VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL
PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

Where Virginia Department of Transportation (VDOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to “the Specifications” shall refer to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2020. References to the “Road and Bridge Standards” shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016 with revisions issued online as of the advertisement date for this project incorporated. References to the “Virginia Work Area Protection Manual” shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 2* incorporated, dated September 1, 2019. References to the “MUTCD” shall refer to the 2009 edition of the *MUTCD with Revision Numbers 1 and 2* incorporated, dated May 2012; and the 2011 edition of the *Virginia Supplement to the MUTCD with Revision Number 1* dated September 30, 2013.

Where the terms “Department”, “Engineer”, “Contract Engineer”, “Construction Engineer”, Materials “Engineer”, and “Operations Engineer” appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publications that each references, the authority identified shall be according to the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2020. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publications that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2020 shall apply.

VDOT Special Provision Copied Notes in this contract are designated with “(SPCN)” after the date of each document. VDOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document.

The information at the top and left of each VDOT Special Provision Copied Note in this contract is file reference information for VDOT use only. The information in the upper left corner above the title of each VDOT Supplemental Specification and VDOT Special Provision in this contract is file reference information for VDOT use only.

4-21-20 (SPCN)

[cn105-000610-00](#)

SECTION 105.06—SUBCONTRACTING of the Specifications is amended to replace the first paragraph with the following:

No portion of the Contract shall be subcontracted or otherwise disposed of without the written consent of the Engineer, except for work that is \$25,000 or less per subcontractor, where the cumulative total of the sublets not requiring the Engineer's written consent will not exceed 10 percent of the original contract value. This will not, however, waive the requirements for prequalification, and will be considered part of the percentage the Contractor is allowed to subcontract. The Contractor shall notify the Engineer of the name of the firm to whom the work will be subcontracted, and the amount and items of work involved. Such notification shall be made and verbal approval given by the Engineer prior to the subcontractor beginning work.

5-15-08; Reissued 7-12-16 (SPCN) [\[formerly cn105-060100-00\]](#)

SECTION 105.01—NOTICE TO PROCEED — The Notice to Proceed date for this contract will be established by the County and will be no earlier than 15 days after Contract execution and no later than 30 days after Contract execution.

10-26-20

SECTION 108.06(b) LIQUIDATED DAMAGES of the Specifications is replaced by the following:

All work for this Contract shall be completed and accepted on or before the time limit established in the Contract. In the event the Contractor fails to complete the work by the time limit, liquidated damages, representing the estimated additional cost of administration, engineering, supervision, inspection and other expenses will be charged against the Contractor in the amount of one thousand one hundred dollars (\$1,100.00) for each calendar day beyond the time limit,

including Sundays and Holidays, in which the Contract remains in an incomplete state.

10-26-20

SECTION 302 DRAINAGE STRUCTURES, SUBSECTION 302.04 MEASUREMENT AND PAYMENT

is amended to add the following:

Detention structures will be measured as complete units, including the frame, cover, top, tower, weir wall, orifice plates, and steps and will be paid for at the contract unit price per each. The contract unit price for detention structures shall include the cost of the submittal of shop drawings, testing and other submittals for review and acceptance of the Engineer. The contract unit price for detention structures will be adjusted at the rate of 5 percent per foot for increases or decreases in the depth indicated on the plans, except that no adjustment will be made for changes amounting to less than 6 inches in the height of a single detention structure. Where curb or curb and gutter extend along the detention structure, the contract unit price for detention structures shall include that part of the curb or gutter within the limits of the structure. Bedding material, except aggregate No. 57, shall be included in the price of the structure.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
DETENTION STRUCTURE	EACH

10-28-2020 (SPCN)

SECTION 303 EARTHWORK, SUBSECTION 303.06 MEASUREMENT AND PAYMENT

is amended to add the following:

Regular excavation will be measured in cubic yards. Such cost shall consider excavation work as unclassified and shall include the necessary cost to excavate all soil types as necessary to accommodate the work. The cost for regular excavation shall include regular excavation; excavation and hauling of on-site and/or borrow material; placing of approved fill material; constructing embankments; hauling and disposing of surplus and unsuitable material; shaping; compaction; sloping; and dressing.

Rock Excavation will be measured in cubic yards. Such cost shall cover the excavation of rock encountered during regular excavation of areas above subgrade. The cost for rock excavation shall include excavation and proper disposal off-site of excess material.

Rock Excavation in Pipe Trenches will be measured in cubic yards. Such cost shall cover the excavation of rock encountered during incidental excavation associated with the installation of storm sewer or water line pipe below the roadway subgrade. The cost for rock excavation in pipe trenches shall include excavation and proper disposal off-site of excess material.

Undercut Excavation will be measured in cubic yards and be measured below the areas of excavation required to reach the roadway subgrade. Such cost shall include the excavation, removal, and off-site disposal of unsuitable material, the placement of geotextile fabric, and placement of backfill with compacted material.

<u>Pay Item</u>	<u>Pay Unit</u>
REGULAR EXCAVATION	CUBIC YARD
ROCK EXCAVATION	CUBIC
YARD ROCK EXCAVATION IN PIPE TRENCHES	CUBIC
YARD UNDERCUT EXCAVATION	CUBIC
YARD	

10-28-2020 (SPCN)

cn303-000100-00

AGGREGATE MATERIAL shall be the size specified conforming to Section 203 of the Specifications. The aggregate shall be placed at locations shown on the plans or as directed by the Engineer. Aggregate material will be measured in units of tons for the size specified according to Section 109 of the Specifications. Payment will be made at the contract unit price per ton, which bid price shall be full compensation for furnishing, placing, and shaping and compaction, if required.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
BEDDING MATERIAL AGGR. NO 57	TON

5-23-95c; Reissued 7-12-16 (SPCN)

[cn315-000100-00](#)

SECTION 315.05(c) PLACING AND FINISHING is modified by replacing the third paragraph with the following:

The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6 inches or more. The joint in the wearing surface shall be offset 6 inches to 12 inches from the centerline of the pavement if the roadway comprises two traffic lanes. The joint shall be offset approximately 6 inches from the lane lines if the roadway is more than two lanes in width. The longitudinal joint shall be uniform in appearance. On all roads except secondary routes, if the offset for the longitudinal joint varies from a straight line more than 2 inches in 50 feet on tangent alignment, or from a true arc more than 2 inches in 50 feet on curved alignment, the Contractor shall seal the joint using a water-proof sealer at no cost to the Department. The Contractor shall recommend a sealant and installation procedure to the Engineer for approval before proceeding. On all roads except secondary routes, if the offset for the longitudinal joint varies from a straight line more than 3 inches in 50 feet on tangent alignment, or from a true arc more than 3 inches in 50 feet on curved alignment, the Engineer may reject the paving. The Engineer will not require offsetting layers when adjoining lanes are paved in echelon and the rolling of both lanes occurs within 15 minutes after laydown.

1-18-17 (SPCN)

UNIFORMED FLAGGERS - The Contractor shall include in his bid up to 200 hours for one (1) off duty Albemarle County Police Department or Virginia State Police (VSP) to serve as Uniformed Flagger and/or Police Patrol. The Contractor may elect to utilize off duty officers at their discretion beyond the 200 hours included in the Lump Sum Price with no additional payment thereto. Activities that may require or warrant police patrol or uniformed flaggers include traffic shifts, conversion to roundabout operations, work in vicinity of intersection, paving operations, etc. Should police patrol or uniformed flaggers be utilized by the Contractor, the Contractor will be responsible for coordination between the police officer and inspector as spelled out in the Specifications including pre-work safety briefings.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
NS UNIFORMED FLAGGER	HOURS

10-28-20 (SPCN)

DRUG-FREE WORKPLACE– The Contractor shall:

- Provide a Drug-Free Workplace for the Contractor’s employees.
- 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.
- State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a Drug-Free Workplace.
- 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 provision, “Drug-Free Workplace” means a site for the performance of work done in connection with the Contract. The Contractor’s employees, and those of his Subcontractors, shall be prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Work.

7-3-19 (SPCN)

CONTRACTOR SEXUAL HARASSMENT POLICY – If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor’s sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor’s sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor’s employee handbook.

The contractor shall include the above paragraph in every subcontract or purchase order over \$10,000, so that this requirement shall be binding upon each subcontractor or vendor.

6-5-20 (SPCN)

CONTRACTOR MAINTENANCE OF TEMPORARY MARKINGS – The second, third, and fourth paragraphs of Section 512.03(k)3 of the Specifications will also apply to Sections 512.03(k)1 and 512.03(k)2 of the Specifications.

6-13-17 (SPCN)

SS105-002020-01

August 13, 2019

VIRGINIA DEPARTMENT OF TRANSPORTATION
2020 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 105 – CONTROL OF WORK

SECTION 105 – CONTROL OF WORK of the Specifications is amended as follows:

Section 105.10(b) – Plans is replaced with the following:

Plans will be furnished to the Contractor electronically without charge.

Plan revisions issued while the project is under construction will be furnished to the Contractor electronically.

The Contractor shall keep one complete set of plans, standard drawings, Contract assemblies, and Specifications available on the project at all times. For maintenance projects, certain sign projects, and other projects having no field office or on which the Contractor has no office, the Contractor shall keep one complete set of plans, Contract assemblies, and Specifications with him while prosecuting the Work. In the event items of Work are required as per the Standard Drawings, the Contractor shall also keep the appropriate Standard Drawings on the project during the performance of that work.

Plans consisting of general drawings and showing such details as are necessary to give a comprehensive understanding of the work specified will be furnished by the Department. Except as otherwise shown on the plans, dimensions shown on the Plans are measured in the respective horizontal or vertical planes. Dimensions that are affected by gradients or vertical curvatures shall be adjusted as necessary by the Contractor to accommodate actual field conditions and shall be specifically denoted as “field adjusted” on the Working Drawings. Failure on the part of the Contractor to so denote field adjustments on the Working Drawings shall not relieve the Contractor of the responsibility to accommodate and incorporate such existing conditions into the finished work.

Section 105.14(a)3 Flagging Traffic is replaced with the following:

Flagging Traffic: Flaggers shall be able to communicate to the traveling public in English while performing the job duty as a flagger at the flagger station.

Certification for flaggers will be awarded upon a candidate’s satisfactory completion of an examination. Proof of certification shall be carried by flaggers while performing flagging duties. Flaggers found not to be in possession of their certification card shall be removed from the flagging site and operations requiring flagging will be suspended by the Engineer until a certified flagger is on-site to perform flagging duties in accordance with the requirements herein. Flaggers performing duties improperly will have their certifications revoked.

SS217-002020-01

September 27, 2019

VIRGINIA DEPARTMENT OF TRANSPORTATION
2020 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 217 – HYDRAULIC CEMENT CONCRETE

SECTION 217 – HYDRAULIC CEMENT CONCRETE of the Specifications is amended as follows:

Section 217.02(c) – Fine aggregate is replaced with the following:

Fine aggregate shall conform to Section 202 for Grading A or Section 206.

Section 217.02(d) – Coarse aggregate is replaced with the following:

Coarse aggregate shall conform to Sections 203 or 206 for the class of concrete being produced.

Section 217.02(m) – Lightweight aggregate is inserted as follows:

Lightweight aggregate shall conform to Section 206.

Section 217.07 – Proportioning Concrete Mixes is replaced with the following:

The Contractor is responsible for having a certified Concrete Plant Technician available during batching operations, and a certified Concrete Field Technician present during placing operations.

The Contractor shall have at least one certified Concrete Field Technician on the project for single or multiple incidental concrete placements. The Contractor shall have at least one certified Concrete Field Technician present at each site during the placement of pavements, bridge decks, bridge piers and abutments, box culverts, and any placement of 50 or more cubic yards.

The certified Concrete Field Technician shall provide control over methods used for discharging, conveying, spreading, consolidating, screeding, finishing, texturing, curing, and protecting the concrete. Deficiencies in conformance to specification requirements and good concreting practices shall be corrected by or under the direction of the certified Concrete Field Technician as soon as they begin to occur.

The concrete producer shall plan batching operations so that delays do not occur because of the absence of certified personnel.

Concrete shall be proportioned to secure the strength and durability required for the pavement or the part of the structure in which it will be used.

The Contractor shall submit concrete mixture designs conforming to the Specifications for the class of concrete specified for the Engineer's approval prior to the start of concrete mixing operations.

The Contractor shall furnish and incorporate a water-reducing and retarding admixture in bridge deck concrete and in other concrete when conditions are such that the initial set may occur prior to completion of approved finishing operations. The two admixtures shall not be used together in the same concrete batch unless tests indicate the admixtures are compatible in accordance with Section 215.02(b). If the Engineer elects to waive the requirement to have both admixtures, the Contractor may supply and incorporate only a water-reducing admixture, in lieu of having both the water-reducing and retarding admixtures normally required in the bridge deck concrete, to provide the required slump without exceeding the maximum water/cement ratio. The Contractor shall demonstrate to the Engineer that use of the admixture will not cause segregation.

Concrete shall be air entrained. The air content shall conform to Table II-17.

Except for latex hydraulic cement concrete, concrete mixtures shall be developed and verified by any one of the following three options listed below.

The mix designs as determined by the respective option below shall be valid provided there is no change in sources of aggregate, chemical admixtures, mineral admixtures, or hydraulic cement. All concrete mixtures shall contain the minimum amount of mineral admixtures or combination thereof expressed as a percent of the total cementitious materials in accordance with Section 217.02(a). All quantities of materials shall be weighed in accordance with tolerances specified in Section 217.04. The quantities of coarse and fine aggregates used in concrete production shall not deviate by more than $\pm 5\%$ by weight from the batch weights of the approved mix design.

When low permeability concrete is specified, two 4 X 8 inch specimens shall be molded from concrete representing the proposed mix design and tested in accordance with VTM 112 to validate conformance. For trial batches, the tested permeability value shall be considered satisfactory provided it is 500 coulombs less than the specified maximum value for the class of concrete specified.

(a) Option 1 – Prescriptive Method:

Mix proportions for normal, heavy weight, and lightweight concrete shall be established by the methods described in ACI 211 on an absolute volume basis for the respective aggregate size. The mix design shall conform to Table II-17 or other parts of the Contract for the class and type of concrete indicated. Aggregate properties obtained from the aggregate producer shall be used for design purposes.

Once the proposed mix design has been established, the Contractor or their concrete supplier shall produce one 3-cubic yard production verification batch using the same type of equipment intended for use in supplying concrete to the Department. The proposed mix design will be considered acceptable provided that the plastic properties of the concrete are within the Department's specification limits for the given class of concrete. Strength tests of the verification batch must equal or exceed f'_c for the intended class of concrete.

(b) Option 2 – Trial Batch Mix Design Method:

The minimum cementitious content requirement in Table II-17 will be waived provided that the maximum water-cementitious ratio requirement of Table II-17 is met for the respective class of concrete. The required grading for fine and coarse aggregate will be waived provided the coarse aggregate meets the nominal maximum size as required in Table II-17 for the respective class of concrete.

The Contractor shall prepare a minimum of 3 trial concrete batches with differing cementitious materials contents over a range anticipated to encompass the design strength, f'_c , plus overdesign, and water-cementitious ratios encompassing the range permitted for the classes of concrete being evaluated. Trial batches may be produced in either small scale laboratory batches or truck batches with a minimum batch volume of 3 cubic yards each.

The plastic properties of the trial concrete batches shall meet the requirements for consistency and air content in Table II-17 and meet the additional requirements listed below:

- The concrete temperature of the trial batches, as batched and sampled, shall be a minimum of 68°F.
- Air content of the trial batches shall be within a range of -1.0 to +1.5 percentage points of the median design air content for the classes of concrete being evaluated.
- Slump of the trial batches shall be within ± 1 inch of the maximum slump permitted for the class of concrete.

Three 4 X 8 inch test specimens shall be molded from each batch, cured in accordance with ASTM C31 for acceptance specimens, and then compression tested at an age of 28 days. The strength results of these tests shall be plotted on a graph to establish the relationship between the water-cementitious ratio and the compressive strength. Alternately, the relationship can be established between the cementitious content and the compressive strength. The design water-cementitious ratio, or design cementitious content, can then be derived from the graph to satisfy the required design strength plus an appropriate overdesign to be designated as f'_{cr} . The required cementitious materials content determined from these tests can be interpolated from the established graph. If desired, the design water-cementitious ratio or cementitious content can be determined from a polynomial regression analysis of the plotted strength data.

Test results from prior trial concrete batches are acceptable for use if they represent the same material sources proposed for the Department work, meet the requirements for trial concrete batches as stated above and are less than 18 months old.

The required cementitious content to satisfy the strength requirement for the respective class of concrete shall be determined in accordance with either of the two following procedures:

1. When the concrete production facility has sufficient data to establish a production standard deviation ("s"), as described in Section 217.07(d). The cementitious content required to meet the design strength requirement, f'_{cr} , then the f'_{cr} shall be based upon the following equation:

$$f'_{cr} = f'_c + 3s$$

2. When the concrete production facility does not have a production standard deviation established the cementitious content required to meet the design strength requirement, f'_{cr} , then the f'_{cr} shall be based upon the following equation:

$$f'_{cr} = f'_c + 1700 \text{ psi.}$$

Once the proposed mix design has been established, the Contractor shall produce one 3-cubic-yard production verification batch using the same type of equipment intended for use in supplying concrete to the Department. The proposed mix design will be considered acceptable if and only if the plastic properties of the concrete are within the Department's specification limits for the given class of concrete. Strength tests of the verification batch must equal or exceed f'_c for the intended class of concrete. The requirement for a production verification batch will be waived when the trial batching is performed –with truck batches.

(c) Option 3 - Documented Field Experience Method:

The minimum cementitious content requirement in Table II-17 will be waived provided that the maximum water-cementitious ratio requirement of Table II-17 is met for the respective class of concrete. The required grading for fine and coarse aggregate will be waived provided the coarse aggregate meets the nominal maximum size as required in Table II-17 for the respective class of concrete.

An existing concrete mixture shall be considered acceptable for use if the Contractor has a satisfactory test record of previous field experience as described in Section 217.07(d), and that the proposed concrete mixture meets the following requirements:

1. The water cementitious ratio of the proposed concrete mixture is less than or equal to the maximum water cementitious ratio specified for the respective class of concrete.
2. The documented average strength, f'_{cr} , equals or exceeds the design compressive strength f'_c for the respective class of concrete in accordance with the following equation: $f'_{cr} = f'_c + 3s$.
3. The proposed concrete mixture contains the same aggregate sources, supplementary cementitious materials type, and admixture type as those used to establish the previous field experience test record.
4. The consistency (slump) and air content are within the specification limits for the respective class of concrete.

(d) Documentation of Previous Field Experience or Production Standard Deviation(s)

An acceptable test record to document previous field experience or to establish a production facility standard deviation shall represent a minimum of 30 consecutive compressive strength tests results, encompass a production period of at least 45 days and test data not more than 18 months old. A test record of less than 30 tests, but not less than 15 tests, shall be permitted provided a modification factor is applied to the production facility sample standard deviation as shown below:

Multiply Standard Deviation by Modification Factor	
Number of Test	Modification Factor
15	1.16
20	1.08
25	1.03
30	1.00

The test record may be based on non-Department projects if documentation of the sources of concrete strength test results accompanies the submittal.

For latex hydraulic cement content, the dry weight ratio of cement/fine aggregate/coarse aggregate shall be 1:2.5:2. With the Engineer's approval a maximum adjustment of 10 percent may be made in aggregate weights to compensate for grading changes and variable specific gravity.

The Contractor shall adjust batch quantities during the course of the work to compensate for changes in workability caused by differences in the characteristics of aggregates and cements permitted within the specification requirements. Such adjustments shall be made only by the Contractor and shall not change the yield.

If concrete cannot be obtained with the required workability or consistency or within the maximum design water content with the materials furnished, the Contractor shall make changes to secure the desired properties subject to the limiting requirements specified in Table II-17 and the Engineer's approval. The Contractor shall use a fine aggregate having a void content of less than 50.5 percent, except when lightweight fine aggregate is used. When the void content of the fine aggregate is more than 50.5 percent and the concrete does not have the desired properties, in lieu of changing the fine aggregate, the Contractor may take one or more of the following actions:

- Use a water-reducing admixture.
- Increase the cement content.
- Change the source of coarse aggregate.
- In hot weather, add ice or otherwise reduce the temperature to increase the workability.
- Submit other recommendations to the Engineer for approval.

The Contractor shall make trial batches under the observation of the Engineer to verify that concrete of the required workability and consistency is obtained within the specified water content when any of the actions is exercised. At least one trial batch shall be made with the concrete temperature at approximately 90°F to verify that the concrete mixture has sufficient workability and consistency without exceeding the specified water content. The concrete mixture shall be redesigned when the fineness modulus of the fine aggregate changes more than 0.2 from the original design and the concrete does not have the desired properties. Costs incurred because of adjustments of concrete mixture designs and for trial batches shall be borne by the Contractor with no additional compensation being made.

Section 217.08 – Acceptance is replaced with the following:

- (a) **Hydraulic cement concrete sampling:** For the purpose of acceptance testing for consistency, air content, density (unit weight), and preparation of specimens for strength testing or permeability testing, hydraulic cement concrete shall be sampled from the mixing/delivery unit in accordance with ASTM C172, except the sample shall be permitted to be taken after discharge of a minimum of two cubic feet of concrete from the delivery vehicle. The two cubic feet discharged shall not be used as part of the test sample or in the Work. The Contractor shall provide a receptacle conforming to ASTM C31 for the Department's use in obtaining the sample. Additional (but not alternate) points of sampling may be required by the Engineer when deemed necessary.
- (b) **Air and Consistency Tests:** Air and consistency tests will be performed by the Department prior to discharge of concrete into the forms to ensure that specification requirements are consistently being complied with for each class of concrete supplied. If either determination

yields a result that is outside of the allowable range for air content or consistency, the Engineer will use the following procedure:

1. The Engineer will immediately perform a recheck determination. If the results confirm the original test results, the load will be rejected.
2. The Contractor's representative will be immediately informed of the test results.
3. The Contractor shall notify the concrete producer of the test results through a pre-established means of communication.

The Engineer may perform any additional tests deemed necessary and reject all remaining material that fails the tests.

Entrained air content will be determined in accordance with ASTM C231 or ASTM C173. Acceptance or rejection will be based on the results obtained from these tests.

A mixture that contains the minimum amount of water consistent with the required workability shall be used. Consistency will be determined in accordance with ASTM C143. The Engineer will not allow adding cement to loads previously rejected for excessive water content or unsatisfactory consistency.

- (c) **Strength Tests:** The 28-day compressive strengths (f'_c) specified in Table II-17 are the strengths used in the design calculations. The Engineer will verify design strengths by tests made during the progress of the work in accordance with ASTM C31 and ASTM C39. The use of ASTM C42 will be at the Engineer's discretion. If the 28-day design compressive strength (f'_c) test results do not conform to the strength requirements specified in Table II-17, the Contractor shall take immediate steps to adjust the mixture design. In addition, the Engineer may require removal of or corrective measures be applied to any concrete that does not meet the requirements of Table II-17. If the concrete cylinder strength, f'_{cyl} , is less than the specified compressive strength found in Table II-17, the criteria in Table II-17A shall apply. The Department will not assess a calculated penalty less than \$500. However, the Contractor shall have the right to remove and replace concrete failing to meet specifications at the Contractor's cost.

Before concrete is placed, the Contractor shall provide a storage chamber at his expense for temporary storage of the Department's concrete cylinders. The Contractor shall be responsible for maintaining the chamber so that the concrete test cylinders are kept in a continuously moist condition and within a temperature range of 60°F to 80°F. The chamber shall be equipped with a continuously recording thermometer accurate to $\pm 2^\circ\text{F}$ for the duration of concrete cylinder curing. The Contractor shall provide the data from the continuously recording thermometer within time frames as approved by the Engineer. The chamber shall be located in an area where the test cylinders will not be subject to vibration and shall be of sufficient size or number to store, without crowding or wedging, the required number of test cylinders as determined by the Contractor based on his plan of operations. The Engineer will approve the location of the chamber prior to its placement.

When use of high-early-strength hydraulic cement concrete is required, it shall conform to Table II-17 except that the 28-day compressive strength requirement shall be obtained in 7 days. The Contractor may use up to 800 lbs/yd³ of Type I, Type II or Type III cement to produce high-early-strength concrete.

- (d) **Concrete Temperature** shall be measured in accordance with ASTM C1064.
- (e) **Density (Unit Weight)** of freshly mixed concrete will be measured, when required by the Engineer, in accordance with ASTM C138.

(f) **Quality Assurance for Low Permeability Concrete:**

1. **General**

The Contractor shall prepare and cast test specimens on at least two trial batches using job materials, with permissible combination of cementitious materials, for testing by the Department for permeability and strength at least 5 weeks before the field application. The permeability samples shall be cylindrical specimens with a 4-inch diameter and at least 4-inches in length. Cylinders will be tested at 28 days in accordance with VTM 112. The test value shall be the result of the average values of tests on two specimens from each batch. Permeability values obtained from trial batches shall be 500 coulombs below the maximum values specified in Table II-17 to be acceptable.

2. **Acceptance Tests:**

For each set of cylinders made for compressive strength tests, two additional cylinders shall be made for the permeability test. The Department will be responsible for making and testing all permeability test specimens.

If the average permeability test result is at most the value for the specified class of concrete in Table II-17, then full payment will be made for the lot the average permeability test result represents. However, if the average permeability test result exceeds the coulomb value in Table II-17, the percent reduction in payment for that lot of concrete shall be calculated by multiplying 0.005 by each coulomb above the coulomb value in Table II-17 by the concrete item Contract unit price times the number of cubic yards or cubic meters of concrete in the lot. The reduction in price will not exceed 5 percent of the concrete item Contract unit price. The Engineer will reject any concrete with a coulomb value that exceeds the maximum required in Table II-17 by 1000 coulombs. However, bridge deck concrete with any coulomb value exceeding the maximum required value by over 1000 coulomb may be accepted by the Engineer at 95 percent of the Contract unit price if the concrete in question has the required strength, meets the other specification requirements and the Contractor applies, at his own expense, an approved epoxy concrete overlay to the top of the entire deck. In such cases deck grooving will not be required. The Engineer will not allow the placement of epoxy overlays over latex overlays. The Contractor shall make the adjustment to the roadway grade as required by the Engineer at the Contractor's expense.

Similarly, concrete in abutments and pier caps with coulomb value exceeding the maximum required in Table II-17, by more than 1000 coulomb may be accepted at 95 percent of the Contract unit price if it has the required strength, meets the other specification requirements and the Contractor applies, at his own expense, one coat of epoxy Type EP 3B and one coat of epoxy EP 3T in conformance with Section 243.02, on top of the pier caps or abutment seats.

(g) **Bond Strength for Silica fume concrete, latex-modified concrete and very-early-strength latex-modified concrete overlays:**

The Contractor shall perform the bond strength testing in accordance with VTM 92 at a minimum age of 7 days; when scheduling the lane closure for testing, the inconvenience to the public shall be minimized. The bond strength shall be at least 150 psi; otherwise the substrate concrete shall fail at a depth of at least 0.5 inch over at least 50% of the test area. A minimum of one test result (based upon the average of three test specimen results) shall be conducted on each placement.

Table II-17A - Price Reduction or Action Taken due to f'_{cyl} not meeting the specification value f'_c listed in Table II-17 is replaced with the following:

**Table II – 17A
Price Reduction or Action Taken due to f'_{cyl} not meeting the specification value f'_c
listed in Table II-17**

Condition ^{1,2}	Concrete is a Pay Item	Concrete is <u>Not</u> a Pay Item
f'_{cyl} is greater than or equal to 98% f'_c	A ³	A ³
f'_{cyl} is greater than or equal to 90% f'_c and less than 98% f'_c	B ⁴	C ⁵
f'_{cyl} is less than 90% f'_c	D ⁶	D ⁶
f'_{cyl} is not available due to the Contractor's inappropriate handling and storage of specimens in accordance with ASTM C31	D ⁶	D ⁶

¹ f'_c is the 28-day design compressive strength requirement found in Table II-17.
² f'_{cyl} is the actual average tested strength of the standard-cured concrete cylinder made and tested in accordance with ASTM C31 and ASTM C39.
³A = full payment
⁴B = pay reduction = $[(f'_c - f'_{cyl})/f'_c] \times$ Contract unit price for concrete per $yd^3 \times$ number of yds^3 the concrete represents] or \$500, whichever is greater.
⁵C = pay reduction = $[(f'_c - f'_{cyl})/f'_c] \times 5 \times$ Contractor's invoice price for concrete per $yd^3 \times$ number of yds^3 the concrete represents] or \$500, whichever is greater.
⁶D = The Contractor shall submit an investigative plan stamped by a Professional Engineer holding a valid license to practice engineering in the Commonwealth of Virginia outlining how the Contractor shall demonstrate that the in-place concrete meets the structural strength requirements for the design. The Engineer will not permit any reduction in concrete strength below 0.9 f'_c for barriers, parapets, railings, etc. The Engineer will approve the investigative plan for all other applications prior to the execution of the investigation. All costs associated with this investigation shall be borne by the Contractor. After the investigation is completed, the Contractor shall submit a report to the Engineer showing the results of the Professional Engineer's analysis, testing and conclusions as well as any recommended actions proposed by the Contractor to be taken with the concrete that did not meet the strength requirements. The Department retains all rights to determine if the action proposed with regard to the concrete in question is acceptable. If the Department concurs with the proposed action and the concrete meets the structural strength requirements of the design and remains in place, any price reduction will be taken by Method B if the concrete is a pay item or Method C if the concrete is not a pay item. If the concrete does not meet the structural requirements of the design, the concrete shall be removed and replaced at no cost to the Department.

Section 217.11 – Self-Consolidating Concrete (SCC) is replaced with the following:

When specified or designated on the Plans, SCC shall be designed as the Class of Concrete specified in Table II-17 and conform to all the requirements herein except as outlined below. Combined aggregate grading and Viscosity Modifying Admixture (VMA) may be used. The VMA shall conform to ASTM C494, Type S. Synthetic fibers from the Department's Approved List 35 may be added to control cracking. Shrinkage-reducing admixture may be added to control shrinkage if approved by the Engineer. The maximum size of aggregate shall not be larger than: 3/4-inch; 1/5 the narrowest dimension between the sides of the forms; 1/3 the slab depth; and 3/4 of the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, individual tendons, bundled tendons or ducts.

The Contractor shall furnish the Engineer a mix design for the SCC which is proportioned according to the project specific criteria for compressive strength, air content, slump flow, VSI, J-

Ring value, and segregation factor. The maximum water-cementitious materials ratio shall be 0.45 unless otherwise approved by the Engineer. The Contractor shall use the same components in the trial batches as are to be used in the project including: coarse and fine aggregates; water; source and type of cement; supplementary cementitious materials; and admixtures, including any site-added admixtures intended to be used.

- (a) **Slump flow** shall be measured in accordance with ASTM C1611, Procedure B. The slump flow shall be 26 ± 3 inches, and there shall be no visible segregation of the mix in the spread. The slump flow shall be compared to the slump flow with the J-ring in accordance with ASTM C1621.
- (b) **Visual Stability Index (VSI)** Rating in accordance with ASTM C1611 shall not exceed 1.
- (c) **J-Ring Flow** as measured by ASTM C1621 shall not be more than 2 inches different from slump flow.
- (d) **Stability (performed on trial batches)** of the concrete shall be determined in the laboratory prior to approval of the SCC mixture using test method ASTM C1610. Concrete mixtures shall have a maximum static segregation (segregation factor) of 15%.
- (e) **Permeability (if specified) and Strength Test Specimens** shall be sampled in accordance with Section 217.08(c) and fabricated in accordance with ASTM C1758.

Section 217.12 – Low Shrinkage Class A4 Modified Concrete is replaced by the following:

Low shrinkage Class A4 modified concrete shall be either Normal or Lightweight, as specified on the Plans.

- (a) **Normal weight:** The cementitious materials content shall be less than 600 pounds per cubic yard. High-early-strength hydraulic cement concrete as described in Section 217.08(b) shall not be used.

The 28 day drying shrinkage shall be less than 0.035% based on average of three specimens when tested in accordance with ASTM C157. Specimens shall be moist-cured for 7 days prior to testing for drying shrinkage. A Shrinkage Reducing Admixture (SRA) shall be used unless the 28 day drying shrinkage is $< 0.035\%$ without the admixture. A fixed amount of SRA dosage can be used without additional drying shrinkage testing if approved by the Engineer.

The Contractor, at his expense, shall prepare a minimum 3-cubic-yard trial batch of the mix at least 5 weeks before the proposed start date of production. The trial batch will be used to verify compliance with the shrinkage requirements listed herein and the minimum compressive strength, permeability, air void content, and slump listed in Table II-17. The Contractor shall prepare the trial batch with the same equipment to be used on the project. The Contractor shall obtain the services of a Department approved independent laboratory to perform the trial batch testing. Test results shall be furnished to the Engineer for review and approval. The Engineer will not authorize the Contractor to proceed with production of low shrinkage Class A4 modified concrete for the work required by the Contract until the test results verify conformance with the requirements stated herein.

- (b) **Lightweight:** Use lightweight concrete with lightweight aggregates in conformance with AASHTO M 195.

The maximum cementitious materials content shall be 650 lbs/yd³. All other requirements shall conform to those listed in Table II-17 for Low Shrinkage Class A4 Modified concrete. Maximum density of freshly mixed lightweight concrete, when tested in accordance with ASTM C138, shall be 120 lbs/ft³, or as specified on the plans.

Section 217.13 – Latex-modified Concrete, Very-Early Strength (LMCVE), for Bridge Deck Overlays is replaced with the following:

LMCVE shall conform to the requirements of Section 217 and Table II-17 except as modified herein.

Cement shall be approximately 1/3 calcium sulfoaluminate (C4A3S) and 2/3 dicalcium silicate (C2S) or other hydraulic cement that will provide a Latex-Modified Concrete that meets the physical requirements indicated in this section.

The LMCVE shall contain a minimum 658 lbs/yd³ of rapid hardening cement, 15% styrene butadiene latex by weight of cement, water not to exceed a water-cement ratio of 0.40, and aggregates as proposed by the Contractor for the mixture. The compressive strength minimum shall be 2500 psi at 3 hours and 3500 psi at 24 hours. Compressive strength specimens shall be cured in the molds in the same environment as the in-place LMCVE they represent. Specimens shall remain undisturbed at the site for 2 hours and shall be transported to the testing lab for testing.

Prior to placing overlay the Contractor shall calibrate the mobile concrete mixers. Once the mixers are calibrated, the mixtures shall be sampled and tested for slump and air content. The Contractor shall prepare and test specimens to demonstrate that the concrete mixture shall obtain a compressive strength of at least 2500 psi within 3 hours at the curing temperatures in which the overlay will be placed, and a compressive strength of at least 3500 psi at an age of 24 hours. All trial batching and preparatory work prior to placing LMCVE shall be at the Contractor's expense. During the placement of the overlay the Contractor shall take samples for testing for compressive strength. Permeability, slump and air content measurements will not be required, but may be performed by the Engineer.

Section 217.15 – Lightweight Concrete is inserted as follows:

Lightweight aggregate shall be proportioned for incorporation into the mix in accordance with AASHTO M 195. Prior to producing concrete for a project, the lightweight aggregate shall be in a moisture condition such that the total moisture exceeds the absorbed moisture by a minimum of one percentage point.

The air content for lightweight concrete will be measured by the Department in accordance with ASTM C173.

The fresh lightweight concrete density shall be a maximum 120 lbs/ft³ unless noted otherwise on the Plans and determined in accordance with ASTM C138. If specified in the Contract, the equilibrium density of the hardened concrete shall be determined in accordance with ASTM C567.

When the lightweight aggregate is used to provide internal curing, when concrete will be delivered by pumping, or when otherwise required by the Engineer, the aggregate shall be pre-wetted to obtain an absorbed moisture content equal to at least the 24-hour absorption as determined by AASHTO T 84 or T 85. In lieu of testing, the Engineer may allow use of a minimum absorbed moisture content equal to the recommendation of the lightweight aggregate manufacturer or as known by the concrete supplier through previous experience to provide the desired performance. If no previous experience is available for the field performance of the lightweight aggregate, the Contractor shall perform freeze/thaw resistance testing of the hardened concrete mixture on a trial batch in accordance with ASTM C666. The minimum durability factor shall be 90%. This information shall be provided to the Engineer for approval prior to the placement of lightweight concrete.

At least two weeks prior to the initial placement of lightweight concrete, a pre-pour meeting be held with the Contractor, Subcontractors, the concrete producer, and the lightweight aggregate supplier to discuss the production of the lightweight concrete and the placement operations. On the first day of production, the lightweight aggregate manufacturer's representative shall be at the batch plant and/or at the project site to provide technical assistance.

SS223-002020-01

July 3, 2019

VIRGINIA DEPARTMENT OF TRANSPORTATION
2020 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 223 – STEEL REINFORCEMENT

SECTION 223 – STEEL REINFORCEMENT of the Specifications is amended as follows:

Section 223.02(a)3 – Welded wire fabric is replaced with the following:

Welded wire fabric shall conform ASTM A1064. When used in continuously reinforced hydraulic cement concrete pavement wire fabric shall be deformed, furnished in flat sheets, and shall conform to ASTM A497, high yield of 70,000 psi.

SS512-002020-01

September 6, 2019

VIRGINIA DEPARTMENT OF TRANSPORTATION
2020 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 512 – MAINTAINING TRAFFIC

SECTION 512 – Maintaining Traffic of the Specifications is amended as follows:

Section 512.03(h) – Traffic Barrier Service is amended by replacing the fourth paragraph with the following:

Delineators from the Materials Division's Approved Products List 23 shall be designed and installed on traffic barrier service in accordance with the VWAPM. Barrier panels shall be installed on top of the concrete barrier service. Retroreflectorized sheeting shall comply with Section 247 and be on the Materials Division's Approved Products List 46.

Section 512.03(h)2 – Traffic Barrier Service is amended to include the following:

Precast Concrete Barriers manufactured on or before December 31, 2019 and successfully tested to NCHRP 350 or the MASH 2009 may continue to be used until December 31, 2029. Precast Concrete Barriers manufactured after December 31, 2019 shall meet MASH 2016 and shall be from the Department's Approved List for Provisionally Approved MASH Products.

Section 512.03(i) – Impact Attenuator Service is amended to include the following:

Impact Attenuators manufactured on or before December 31, 2019 and successfully tested to NCHRP 350 or the MASH 2009 may continue to be used until December 31, 2029. Impact Attenuators manufactured after December 31, 2019 shall meet MASH 2016 and shall be from the Department's Approved List for Provisionally Approved MASH Products.

[SP102-000120-00 \[formerly SP102-010100-00\]](#)

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING PRACTICES

January 10, 2017

I. Description

This Special Provision implements Executive Order 61, ensuring equal opportunity and access for all Virginians in state contracting and public services.

II. Non-Discrimination

The Contractor shall maintain a non-discrimination policy, which prohibits discrimination by the Contractor on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. This policy shall be followed in all employment practices, subcontracting practices, and delivery of goods or services. The Contractor shall also include this requirement in all subcontracts valued over \$10,000.

III. Measurement and Payment

Conformance with this Special Provision will not be measured for individual payment and will be considered incidental to the Work.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 105.06–SUBCONTRACTING
(STATE FUNDED PROJECTS)

February 9, 2017

SECTION 105.06–Subcontracting of the Specifications is amended to include the following:

- (d) According to Commonwealth of Virginia Executive Order 20, the Contractor is encouraged to seek out and consider Small, Women-owned, and Minority-owned (SWaM) businesses certified by the Department of Small Business and Supplier Diversity (DSBSD) as potential subcontractors and vendors. Further, the Contractor shall furnish and require each subcontractor (first-tier) to furnish information relative to subcontractor and vendor involvement on the project.

For purposes of this provision, the term “vendor” is defined as any consultant, manufacturer, supplier or hauler performing work or furnishing material, supplies or services for the contract. The Contractor and, or subcontractor (first-tier) must insert this provision in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of this provision are incorporated by reference for work done by vendors under any purchase order, rental agreement or agreement for other services for the contract. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or vendor.

The submission of a bid will be considered conclusive evidence that the Contractor agrees to assume these contractual obligations and to bind subcontractors contractually to the same at the Contractor’s expense.

When an approved Form C-31 “Subletting Request” is required according to IIM-CD-2013-06.01, the Contractor shall indicate on the Subletting Request if a subcontractor is a certified DBE or SWaM business.

The Contractor shall report all SWaM vendor payments quarterly to the District Civil Rights Office.

The Contractor shall provide the information in a format consistent with revised Form C-61 Vendor Payment Report, subject to the approval of the Engineer.

If the Contractor fails to provide the required information, the Department may delay final payment according to Specification Section 109.10 of the Specifications.

It is the policy of the Department that Small, Women-Owned, and Minority-Owned (SWaM) Businesses shall have the maximum opportunity to participate in the performance of VDOT contracts. The Contractor is encouraged to take necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform work on the Contract, including participation in any subsequent subcontracts. If the Contractor intends to sublet a portion of the work on the project according to the provisions of Section 105.06 of the Specifications, the Contractor is encouraged to seek out and consider SWaM firms as potential subcontractors.

SWaM participation shall be according to the special provision for Section 107.15 Use of Small, Women-Owned, And Minority-Owned Businesses (SWaMS).

[SP105-000100-00](#)

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
INFORMAL PARTNERING

January 14, 2008c; Reissued July 12, 2016

I. DECLARATION AND DESCRIPTION

The Virginia Department of Transportation (VDOT) is firmly committed to the formation of a partnering relationship with the Contractor, all subcontractors, suppliers, FHWA representatives; where appropriate, other federal agencies, local government officials, utilities representatives, law enforcement and public safety officials, consultants, and other stakeholders to effectively and efficiently manage and complete each construction or maintenance contract to the mutual and individual benefits and goals of all parties. Partnering is an approach to fulfilling this commitment where all parties to the contract, as well as individuals and entities associated with or otherwise affected by the contract, willingly agree to dedicate themselves by working together as a team to fulfill and complete the construction or maintenance contract in cost effective ways while preserving the highest standards of safety and quality called for by the Contract combined with the goals of on time/on budget completion. The approach must still allow for the fact that the members of the team share many common interests yet have differing authorities, interests, and objectives that must be accommodated for the project to be viewed as successful by all parties. It is recognized by VDOT that partnering is a relationship in which:

- Trust and open communications are encouraged and expected by all participants
- All parties move quickly to address and resolve issues at the lowest possible level by approaching problems from the perspectives and needs of all involved
- All parties have identified common goals and at the same time respect each other's individual goals and values
- Partners create an atmosphere conducive to cooperation and teamwork in finding better solutions to potential problems and issues at hand

II. INFORMAL PARTNERING STRUCTURE

It is the business intent of the Department that **informal** partnering will be required on **this** project, whereby the spirit and principles of partnering are practiced from onsite field personnel to executive level owners and employees. The VDOT Field Guide to Partnering available on the VDOT website <http://www.virginiadot.org/business/resources/partnerfinalallowres.pdf> will be the standard reference guide utilized to structure and guide partnering efforts. This guide will be systematically evaluated to incorporate better practices as our partnering efforts evolve. Of particular note is the need for effective and responsive communication between parties to the partnering relationship as emphasized in Section 105.03(d) of the Specifications.

Informal partnering need not require the services of a professional facilitator and may be conducted by the actual partnering participants themselves. Informal partnering, and more specifically the Partnering Charter, will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract.

III. PROCEDURES

The following are general procedures for informal partnering and are not to be considered as inclusive or representative of procedural requirements for all projects. Participants shall consult the VDOT Field Guide for Partnering for assistance in developing specific guidelines to those efforts required for their individual projects.

Prior To Project Construction: At least 5 days prior to or in connection with the preconstruction conference the Contractor shall attend a conference with the Engineer at which time he and the Engineer shall discuss the extent of the informal partnering efforts required for the project, how these have been accommodated in the Contractor's bid and the identity of expectations and stakeholders associated with the project. Informal partnering efforts require the Department and the Contractor to mutually choose a single person from among their collective staffs, or a trained facilitator to be responsible for leading all parties through the VDOT Field Guide to Partnering and any subsequent partnering efforts.

Partnering Meetings During Project Construction: In informal partnering efforts the Contractor shall provide a location for regularly scheduled partnering meetings during the construction period. Such meetings will be scheduled as deemed necessary by either party. The Contractor and VDOT will require the attendance of their key decision makers, including subcontractors and suppliers. Both the Contractor and VDOT shall also encourage the attendance of affected utilities, concerned businesses, local government and civic leaders or officials, residents, and consultants, which may vary at different times during the life of the Contract. The Department and the Contractor are to agree upon partnering invitees in advance of each meeting. Follow-up partnering workshops may be held throughout the duration of the project as deemed necessary by the Contractor and the Engineer.

IV. MEASUREMENT AND PAYMENT

Informal Partnering, because the extent to which certain partnering activities are pursued is at the Contractor's option, and may vary according to project complexity, work history between the parties, project duration, the Contractor's own unique methods, means, and schedule to execute and complete the work, etc.; will not be paid for as a separate bid item but all the costs associated with informal partnering efforts for the duration of the work shall be considered inclusive and incidental to the cost of other appropriate items.

SP107-000110-00

C-45

Rev. 10-9-14; Reissued 10-27-16

VIRGINIA DEPARTMENT OF TRANSPORTATION

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND THE VIRGINIA POLLUTANT DISCHARGE ELIMINATION SYSTEM (VPDES) GENERAL PERMIT FOR THE DISCHARGE OF STORMWATER FROM CONSTRUCTION ACTIVITIES

CONTRACTOR CERTIFICATION STATEMENT

Order No.: _____ Project Number: _____
Route: _____ Contract ID. #: _____

I certify under penalty of law that I understand the terms and conditions of the project contract, plans, permits, specifications and standards related to the erosion and sediment control, stormwater management and stormwater pollution prevention plan requirements for the affected activities associated with this project, and the requirements of the VPDES General Permit for the Discharge of Stormwater from Construction Activities (the VPDES Construction Permit) , if applicable to this project, issued by the Virginia Department of Environmental Quality. The VPDES Construction Permit authorizes the storm water discharges associated with the construction activities from the project site identified and described in the bid documents and subsequent contract including any onsite or off-site support facility areas located within VDOT right of way or easement and required for the complete fulfillment of the work therein.

Signature: _____

Name: _____

Title: _____

Contracting Firm: _____

Address: _____

Phone Number: _____

* Project Address/Location: _____

Certified on this date: _____

* Include any off-site support facility areas located within VDOT right of way or easement.
(Note: This form must be returned with performance and payment bonds)

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 107.15
USE OF SMALL, WOMEN-OWNED, and MINORITY-OWNED (SWaM) BUSINESSES

July 6, 2015; Reissued July 12, 2016_

SECTION 107.15—USE OF MINORITY BUSINESS ENTERPRISES (MBEs) of the Specifications is retitled **SECTION 107.15—USE OF SMALL, WOMEN-OWNED, and MINORITY-OWNED (SWaM) BUSINESSES** and replaced with the following:

It is the policy of the Department that Small, Women-Owned, and Minority-Owned ([SWaM](#)) Businesses shall have the maximum opportunity to participate in the performance of VDOT contracts. The Contractor is encouraged to take necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform work on the Contract, including participation in any subsequent subcontracts.

A SWaM firm shall mean a small business concern (as defined pursuant to the Code of Virginia, Title [2.2 -1401](#)) for the purpose of reporting small, women-owned, and minority-owned business participation in VDOT contracts and purchases pursuant to [§§ 2.2-1404](#) and [2.2-1405](#). To that end the following terms shall apply:

Small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less.

Women-owned business means a business concern that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Minority individual means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

1. African American means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. Asian American means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. Hispanic American means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish

or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. Native American means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
5. a member of another group, or other individual, found to be economically and socially disadvantaged by the [Small Business Administration](#) under [8\(a\)](#) of the [Small Business Act](#) as amended ([15 U.S.C. 637\(a\)](#)).

State agency means any authority, board, department, instrumentality, institution, agency, or other unit of state government. "State agency" shall not include any county, city, or town.

A list of Virginia Department Small Business and Supplier Diversity (SBSD) certified SWaM firms is maintained on the SBSBD web site (<http://www.sbsd.virginia.gov>) under the [SWaM Vendor Directory](#) link.

SWaM certification entitles firms to participate in <https://www.sba.gov/>; however, this certification does not guarantee that the firm will obtain work nor does it attest to the firm's abilities to perform any particular work.

The Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of actively and effectively administering, encouraging and promoting a responsive program for the use of SWaM firms.

The performance of the Contract for the purpose of this specification shall be interpreted to include, but not necessarily be limited to, subcontracting; furnishing materials, supplies, and services; and, leasing equipment or where applicable, any combination thereof.

If the Contractor intends to sublet a portion of the work on the project in accordance with the provisions of [Section 105.06](#) of the Specifications, the Contractor is encouraged to seek out and consider SWaM firms as potential subcontractors. The Contractor is encouraged to contact SWaM firms to solicit their interest, capability, and prices and shall retain on file the proper documentation to substantiate such contacts.

The Contractor shall report SWaM subcontractor and vendor payments in accordance with the Special Provision for **Section 105.06–Subcontracting**.

If any subcontractor is relieved of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a SWaM subcontractor to perform an equal or greater dollar value of the remaining subcontracted work. The substitute subcontractor's name, description of the work, and dollar value of the work shall be submitted to the Department on [Form C-31](#) prior to such subcontractor beginning the work.

[SP108-000110-00](#)

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PROGRESS SCHEDULE FOR CATEGORY II PROJECTS

April 29, 2008; Reissued July 12, 2016

Section 103.06(e) Progress Schedule of the Specifications is deleted and replaced by this provision.

Section 108.03 Progress Schedule of the Specifications is deleted and replaced by this provision.

I. GENERAL REQUIREMENTS

The Contractor shall plan and schedule the work and shall submit his initial plan in the form of a Baseline Progress Schedule for the Engineer's review and acceptance. Upon acceptance, the Progress Schedule shall become the project Schedule of Record (SOR). The Contractor shall maintain the SOR regularly to ensure that the schedule continues to represent the Contractor's current actual work plan and progress. The SOR shall be used by the Engineer for planning and coordination of the Department activities, and for evaluation of the Contractor's progress and the effects of impacts on the project.

Prior to preparing the schedule, the Engineer or the Contractor may request a schedule development planning meeting to discuss any project specific items required for preparation of the progress schedule. The Contractor shall prepare and submit a practicable schedule to reflect a logical progress of the work. The Progress Schedule shall represent the Contractor's overall work plan to accomplish the entire scope of work according to the Contract. It shall include all items of work required for coordination and inspection and to show progress of the work including, but not limited to the controlling items of work and other relevant time-based tasks required for timely completion of the work, including as applicable, the work to be performed by sub-contractors, suppliers, the Department, and/or others. When preparing the schedule, the Contractor shall consider all known constraints and restrictions such as holidays, seasonal, weather, traffic, utility, railroad, right-of-way, environmental, permits, or other limitations to the work.

The Contractor may be required, as determined by the Engineer, to attend a scheduling conference. If required, the scheduling conference may be held in conjunction with the pre-construction conference or at a separate meeting called by the Engineer. The Contractor shall be prepared to discuss his planned or contemplated operations relative to the contract requirements and this special provision. Until the Baseline Progress Schedule is accepted by the Engineer, the Contractor shall keep the Engineer informed of his planned or contemplated operations on a continuing basis.

II. PROGRESS SCHEDULE SUBMITTAL REQUIREMENTS

Baseline Progress Schedule – The Contractor shall submit to the Engineer his initial progress schedule in the form of a Baseline Progress Schedule at least seven (7) calendar days prior to beginning work. The Baseline Progress Schedule submittal shall include three (3) sets of the written Progress Schedule Narrative, Bar-Chart Progress Schedule, and the Progress Earnings Schedule; as well as two (2) sets of data compact disks containing the electronic working files of the Bar-Chart Progress Schedule and Progress Earnings Schedule as specified below:

1. Progress Schedule Narrative: The Progress Schedule Narrative shall consist of the following written information:

- a) A description of the Contractor's overall plan of operations in terms of:
 - i) The proposed overall sequence of construction;
 - ii) The general procedures for completing each feature or major operation;
 - iii) Planned resources in terms of number and types of crew and equipment;
 - iv) Anticipated daily production rates for each major operation;
 - b) A Tabular Milestone Schedule to establish interim milestones to complete each phase or stage of work, feature, major traffic switch, or other milestone dates specified in the Contract or required to assess progress of the work;
 - c) A description of the proposed working calendar to indicate the number of work days per week, number of shifts per day, and number of hours per day as well as the anticipated number of non-working days per month with considerations for:
 - i) Holidays;
 - ii) Normal weather conditions;
 - iii) Known constraints and restrictions (i.e. traffic, local events, time of year, environmental, permits, utility, etc.);
 - d) A description of any potential issues that may impact the schedule.
2. Bar-Chart Progress Schedule: The Bar-Chart Progress Schedule shall be submitted in a format wholly compatible with Microsoft Excel or the latest Primavera project and program management software with the capability to import and export project data in the Primavera proprietary exchange format (XER). The Bar-Chart schedule shall be time-scaled and shall show the following:
- a) A listing of activities to represent the major categories of work and the related time-based tasks required for timely completion of each feature, including but not limited to the controlling items of work. Each activity shall contain the following schedule properties:
 - i) Activity Identification;
 - ii) Activity Description;
 - iii) Original Duration (total anticipated number of days to complete the activity);
 - iv) Remaining Duration (remaining number of days required to complete the activity shall equal the original duration for activities that have not started);
 - v) Planned Start and Finish Dates;
 - vi) Critical Dates (must start by or finish by dates) for the critical activities;
 - vii) Percent Complete;
 - b) Activity bars shall be sequenced according to their relationship to time, other activities, and in order of the intended sequence of progress;
 - c) The Bar-Chart Schedule shall allow for sufficient space for an additional plot per activity for comparison of the actual progress to the baseline schedule.
3. Progress Earnings Schedule: The Progress Earnings Schedule shall be submitted on the Department electronic Form C-13C template. The Progress Earnings Schedule shall be prepared according to the following:
- a) The Progress Earnings Schedule shall indicate the Contractor's anticipated cumulative percent complete for each month as of the Contractor's progress estimate date as defined in Section 109.08(a) of the Specifications;

- b) It shall be based on the dollar value of the work to be completed each month as depicted on the Bar-Chart Schedule;
- c) The anticipated cumulative percent complete shall be based on the anticipated cumulative progress earnings relative to the total contract value. Total contract value will be considered to mean the original amount of the contract including any authorized adjustments for changes to the work according to, but not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications;
- d) Anticipated payments for Material on Hand according to Section 109.09 of the Specifications or for other adjustments including asphalt, fuel, retainage, incentives, disincentives, etc., will not be considered in the Progress Earnings Schedule;
- e) The Progress Earnings Schedule shall include a plot of the anticipated monthly cumulative earnings progress curve.

Progress Schedule Update – The Contractor shall on a monthly basis submit for the Engineer's review and acceptance the Contractor's Progress Schedule Update within five (5) working days after the Contractor's progress payment estimate cut-off date. The Contractor shall update the Bar-Chart and Progress Earnings Schedule to reflect the actual progress of accomplished work and the proposed plan for completing the remaining work as of the progress payment estimate cut-off date. The Progress Schedule Update submittal shall include three (3) sets of the printed copies and two (2) sets of data compact disks containing the electronic working files of the Bar-Chart Progress Schedule and Progress Earnings Schedule Update as defined below:

1. Bar-Chart Progress Schedule Update: The Bar-Chart Progress Schedule Update shall be based on the currently accepted Bar-Chart Progress Schedule and shall show the following:
 - a) Actual start/finish dates for completed activities, actual start/planned finish dates for on-going activities, and planned start/finish dates for the remaining activities.
 - b) Remaining duration for unfinished activities shall be based on the amount of time required to complete the remaining work;
 - c) Activity percent complete for work-in-place shall be based on the amount of work completed relative to the total amount of work represented by the activity (cumulative actual dollar value of work completed relative to the total allocated contract value for the activity);
 - d) A parallel plot of the Progress Schedule Update activity bars against the currently accepted Baseline Progress Schedule.
2. Progress Earnings Schedule Update: The Progress Earnings Schedule Update shall be based on the currently accepted Progress Earnings Schedule and shall show the following:
 - a) Actual monthly and cumulative earnings for each payment period for work completed and the projected monthly and cumulative earnings for each period for the remaining work;
 - b) A plot of the actual and projected cumulative earnings progress curve against the currently accepted Baseline or Revised Progress Earnings curve.

Revised Progress Schedule - A Revised Progress Schedule will be required when:

- The Contractor proposes to revise his work plan. (The Contractor may revise his Progress Schedule at any time at his discretion.)

- The Engineer determines the **Contractor's work plan** or the progress of the work differs or deviates significantly from the SOR. Differs or deviates significantly will be construed to mean major deviations from the SOR that will affect the schedule milestone(s), progress earnings, or project completion.
- The Engineer issues a written request for changes or a directive for changes.
- Any of the above conditions impacts or will impact the progress earnings or scheduled dates of any project milestones including project completion.

Examples of changes, relative to the above, that will prompt the Engineer to require a Revised Progress schedule include but are not limited to: major deviations from the SOR such as changes to phasing, changes to the general sequence, changes to the proposed method or means, additions or deletions to the work, unanticipated changes deemed beyond the Contractor's control such as those caused by other parties (utilities and railroads) or changes as defined in Section 104 of the Specifications.

The Contractor shall submit a **Schedule Impact Analysis (SIA)** for all changes to the work that will impact the schedule, including changes requested by the Engineer or the Contractor. If the Engineer and the Contractor agree changes to the work do not or will not affect or impact the progress schedule, the Engineer will not require a written Schedule Impact Analysis (SIA) be submitted but will require the Contractor to certify in writing that such changes did not impact the schedule.

Schedule Impact Analysis (SIA) – The Contractor will be required, as determined by the Engineer to submit a written Schedule Impact Analysis for any of the following reasons:

1. The Contractor discovers any previously unknown or unanticipated issue that he believes may impact the work plan or schedule; in such cases the Contractor shall notify the Engineer within forty-eight (48) hours of any discovered issues;
2. When the Engineer issues a written request for changes to the work that will impact the work plan or schedule;
3. When the work is impacted by other changes that are deemed by the Engineer to be beyond the control of the Contractor

The written Schedule Impact Analysis (SIA) shall explain the effects of the impact(s) on the Contractor's work plan or schedule; and if appropriate shall substantiate any requests for adjustment of the Contract. Such changes may include, but not be limited to, changes caused by others (i.e. railroads, utilities, etc.) or changes to the work as defined in Section 104 of the Specifications. The Contractor shall submit the written SIA within fourteen (14) calendar days after the finish date of the impact. The written SIA shall include a description of the impact; explanation and justification of the effects of the impact on the work plan or schedule; and a description of any proposed plan to mitigate the effects of the impact. The SIA will be evaluated against the SOR for any adjustments to the Contract according to the provisions of Section 108.04 of the Specifications.

If no SIA is required for changes to the work the Contractor shall submit a Revised Progress Schedule within the timeframe stated below.

When a Revised Progress Schedule is required by the Engineer for revisions in the work plan or schedule or for authorized changes to the Contract, the Contractor shall submit for the Engineer's review and acceptance the Revised Progress Schedule within fourteen (14) calendar days of receipt of the Engineer's written request. The Revised Progress Schedule shall be prepared and submitted in the form of a Baseline Progress Schedule; however, it shall reflect the actual progress of accomplished work as of the submittal date, any impact as a result of the change(s), and the proposed plan for completing the remaining work. The Revised Progress Schedule submittal will be reviewed by the Engineer for acceptance as specified herein. The accepted Revised Progress Schedule shall then replace the previous SOR for the remainder of the work.

Failure to Furnish Progress Schedules – Work shall not commence until the Contractor submits his complete Baseline Progress Schedule according to this special provision, unless otherwise approved in writing by the Engineer.

If the Contractor fails to provide an acceptable Baseline Progress Schedule within sixty (60) calendar days from the Contract Notice to Proceed date, a Progress Schedule Update, or if a Revised Progress Schedule is required as specified herein and the Contractor fails to provide such a schedule, the Engineer will delay approval for payment of the Contractor's monthly progress estimate until such time as the Contractor has satisfied the submittal requirements.

Delays resulting from the Contractor's failure to provide the progress schedule according to the requirements set forth herein will not be considered just cause for extension of the contract time limit or for additional compensation.

III. REVIEW AND ACCEPTANCE

The Engineer will review all progress schedule submittals within seven (7) calendar days of receipt of the Contractor's complete submittal. The progress schedule submittal shall be considered complete only when all required submittal items and schedule information as defined herein are provided. Acceptance by the Engineer will be based on completeness and conformance with this provision and the Contract. Such contract requirements may include phasing, sequence of construction, Maintenance of Traffic (MOT), interim milestone(s), or other specified constraints or restrictions.

If the Contractor's progress schedule is deemed to be unacceptable, the Engineer will issue a written notification of non-conformance or incompleteness with a request for resubmission. The Engineer's response will include comments describing the deficiencies prompting the Engineer's decision.

If the Contractor's progress schedule is deemed to be acceptable, the Engineer will issue a written notice of acceptance that may include comments or concerns on the schedule or a request for clarification. When the Engineer's responses include any comments, concerns, or requests for clarification, the Contractor shall respond accordingly within seven (7) calendar days of receipt of the Engineer's response. Failure on the part of the Contractor to respond to the Engineer may adversely affect the Engineer's ability to completely evaluate the Contractor's schedule.

Upon acceptance, the Baseline or Revised Progress Schedule will become the Schedule of Record (SOR) and will replace any previous SOR. For the purposes of this Special Provision the SOR is defined as the currently accepted progress schedule by which all schedule references will be made and progress will be compared. The currently accepted Progress Schedule Update will not replace the SOR, but will be used as the contemporaneous schedule with which to assess current progress, and to evaluate the effects of any time-related changes or impacts on the work.

Review and acceptance by the Engineer will not constitute a waiver of any contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the schedule to the Department. Failure of the Contractor to include in the Progress Schedule any element of work required by the Contract for timely completion of the project will not excuse the Contractor from completing the entire scope of work within the Contract specified completion milestone(s).

IV. MONITORING THE WORK AND ASSESSING PROGRESS

Monitoring The Work – The Engineer will monitor the work regularly to identify any deviations from the Contractor's scheduled performance relative to the SOR. The Engineer may request a meeting with the Contractor to discuss the Contractor's current progress or to review the approximate date for starting each critical inspection stage during the following thirty (30) days. At least once a week, the

Contractor shall advise the Engineer of the approximate timing for anticipated critical stages for the subsequent week. The Contractor must advise the Engineer at least twenty-four (24) hours in advance of any changes in the Contractor's planned operations or critical stage work requiring Department inspection.

Progress Evaluation – Progress will be evaluated by the Engineer at the time of the monthly progress estimate relative to the Schedule of Record (SOR). The Contractor's actual progress may be considered unsatisfactory if any of the following conditions occurs:

1. The actual Total earnings to date percentage for work completed is more than ten (10) percentage points behind the cumulative earnings percentage for work scheduled; or
2. Any interim milestone or critical activity completion date is later than the scheduled completion date by more than twenty-one (21) calendar days or ten (10) percent of the contract duration, whichever is less; or
3. The projected project completion date is later than the contract completion date by twenty-one (21) calendar days or ten (10) percent of the contract duration, whichever is less.

Progress Deficiency and Schedule Slippage – When the Contractor's actual progress is trending toward unsatisfactory status, the Engineer will encourage the Contractor to meet to specifically and substantially discuss reversing this trend and the steps he is taking to recover satisfactory progress.

When the Contractor's actual progress is deemed to be unsatisfactory as defined by any of the conditions listed under **Progress Evaluation** of this provision, the Engineer will issue a written notice of unsatisfactory performance to advise the Contractor that five (5) percent retainage of the monthly progress estimate is being withheld and will continue to be withheld as described in Section 109.08(c) of the Specifications, for each month the Contractor's actual progress is determined to be unsatisfactory. When the Contractor fails to respond with good faith efforts as described herein to restore satisfactory progress, the Engineer will issue a notice to indicate that he may recommend the Contractor be temporarily disqualified from bidding on contracts with the Department as described in Section 102.08 of the Specifications, if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate following the Engineer's notice. Prior to recommendation for removal from the list of pre-qualified bidders, the Engineer will allow the Contractor fourteen (14) calendar days from the date of the notice to respond. As an example of good faith efforts, the Contractor may submit to the Engineer, a proposed recovery plan in the form of a Revised Progress Schedule and a written statement to describe the Contractor's proposed actions and timeframe to correct the progress deficiency or schedule slippage. The Contractor may also submit to the Engineer a written explanation and supporting documentation to establish that such delinquency was attributable to conditions beyond his control. Any schedule revisions resulting from a recovery plan will be reviewed according to Section III, but shall not replace the current SOR.

When the Engineer determines the Contractor's progress is again satisfactory the five (5) percent retainage previously withheld will be released to the Contractor according to the provisions of Section 109.08(c) of the Specifications.

If the Contractor is temporarily disqualified from bidding on contracts with the Department, the Contractor will not be reinstated until either the Engineer deems that his progress has improved to the extent that the work can be completed within the contract time limit or the project has received final acceptance according to the provisions of Section 108.09 of the Specifications.

V. MEASUREMENT AND PAYMENT

Category II progress schedule submittals including the baseline and any subsequent revisions requested by the Engineer as described herein, will not be measured or paid for separately. All

associated costs to prepare, update, revise, and/or furnish the progress schedules for Category II projects according to the requirements herein shall be considered incidental to the work.

SP109-000130-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF ELECTRONICALLY TRANSMITTED WEIGH TICKETS

October 10, 2019

SECTION 109 – MEASUREMENT AND PAYMENT of the Specifications is amended as follows:

Section 109.01(b) – Measurement by Weight is replaced with the following:

Measurement by Weight: Materials that are measured or proportioned by weight shall be weighted on accurate scales as specified in this Section. When material is paid for on a tonnage basis, personnel performing the weighing shall be certified by the Department and shall be bonded to the Commonwealth of Virginia in the amount of \$10,000 for the faithful observance and performance of the duties of the weighperson required herein. The bond shall be executed on a form having the exact wording as the Weighpersons Surety Bond Form furnished by the Department and shall be submitted to the Department prior to the furnishing of the tonnage material.

Trucks used to haul material shall be equipped with a cover suitable to protect the material and to protect the traveling public. The truck tare to be used in the weighing operation shall be the weight of the empty truck determined with full tanks of fuel and the operator seated in the cab. The tare weight of trucks shall be recorded to the nearest 20 pounds. At the option of the Contractor, a new tare may be determined for each load. When a new tare is obtained for each load, the requirement for full tanks of fuel will be waived.

Net rail shipment weights may be used for pay quantities when evidenced by railroad bills of lading. However, such weights will not be accepted for pay quantities of materials that subsequently pass through a stationary mixing plant.

Scales shall conform to the requirements for accuracy and sensitivity as set forth in the NIST Handbook No. 44 for Specification Tolerances and Requirements for Commercial and Weighing Devices. Scales used in the weighing of materials paid for on a tonnage basis shall be approved and sealed in accordance with the requirements of the policies of the Bureau of Weights and Measures of the Department of Agriculture and Consumer Services, or other approved agencies, at least once every six months and upon being moved. Hopper and truck scales shall be serviced and tested by a scale service representative at least once every six months. Hopper scales shall be checked with a minimum 500 pounds of test weights and truck scales shall be checked with a minimum 20,000 pounds of test weights.

Copies of scale test reports shall be maintained on file at the scale location for at least 18 months, and copies of all scale service representative test reports shall be forwarded to the Department.

The quantity of materials paid for on a tonnage basis shall be determined on scales equipped with an automatic printer. Truck scale printers shall print the net weight and either the gross or tare weight of each load. Hopper scale printers shall print the net weight of each load. The weigh ticket shall also show the legal gross weight for material weighed on truck scales and the legal net weight for material weighed on hopper scales. As a substitute for printed tickets, electronic tickets may be provided. Electronic ticketing systems shall record and show all the same information required on a printed ticket and meet the requirements herein.

If the automatic printer becomes inoperative, the weighing operation may continue for 48 hours provided satisfactory visual verification of weights can be made. The written permission of the District Materials Engineer shall be required for the operation of scales after 48 hours.

If significant discrepancies are discovered in the printed or electronically recorded and displayed weight, the ultimate weight for payment will be calculated on volume measurements of the materials in place and unit weights determined by the Engineer or by other methods deemed appropriate to protect the interests of the Commonwealth.

1. **Duties of the Weighperson.** The weighperson shall furnish a signed weigh ticket or electronic ticket for each load that shows the date, load number, plant name, size and type of material, project number, schedule or purchase order number, and the weights specified herein; maintain sufficient documentation so that the accumulative tonnage and distribution of each lot of material, by Contract, can be readily identified; and submit by the end of the next working day a summary of the number of loads and total weights for each type of material by Contract.
2. **Electronic ticketing system.** Electronic tickets may be provided as a substitute for weigh tickets at no additional cost to the Department. Electronic Tickets shall be automatically generated using a combined software and hardware fleet management or electronic ticketing system. This system shall be fully integrated with the Contractor's Load Read-Out scale system used to weigh the material being placed.

The system must be accessible to all engineering and inspection staff involved in the project via a mobile device (iOS or android) and a desktop computer.

In addition to the information required for printed weigh tickets, the system must provide the following information to the Engineer at any point in time during or after materials placement:

- Description of material being transported
- Mix Design Number or VDOT Material Identifier
- Unique Truck ID
- Time at Scale
- Time at Destination
- Time offloaded from vehicle
- Location (latitude and longitude in decimal degrees to nearest 0.0000001) where material was offloaded from truck.

If the supplier chooses to utilize the electronic ticket option, the system must allow individual tickets and daily summaries to be exported as Portable Document Format (PDF) files conforming to ISO 32000.

The system software and hardware shall be designed in such a way that data inputs from scales cannot be altered by the Contractor or the Department.

Delays due to poor GPS satellite reception, loss of cellular coverage, or any other technical or mechanical issues with an electronic ticketing system software, hardware, or other components will not be considered entitlement to any form of adjustment or time extension. The Engineer may reject material at any time if electronic tickets become unavailable or fail to provide appropriate and correctly formatted information at the time the ticket is transmitted. The Contractor, at his discretion, may provide printed tickets in place of electronic tickets, provided they comply with the requirements herein.

[SP302-000100-00](#)VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
RESTORING EXISTING PAVEMENT

July 12, 2016

I. DESCRIPTION

This work shall consist of restoring existing pavement, removed for installation or repair of utilities such as, but not limited to pipe culverts, conduits, water and sanitary sewer items.

II. MATERIALS

Asphalt Concrete shall conform to Section 211 of the Specifications.

Aggregate Subbase material shall conform to Section 208 of the Specifications.

Asphalt Material shall conform to Section 210 of the Specifications.

Fine Aggregate shall conform to Section 202 of the Specifications.

Coarse Aggregate for surface treatment shall conform to Section 203 of the Specifications.

Hydraulic Cement Concrete Class A3 shall conform to Section 217 of the Specifications.

Steel Reinforcement shall conform to Section 223 of the Specifications.

III. PROCEDURES

Pavement restoration shall be according to this Provision and plan notes.

Backfill shall be according to Section 302.03(a)2.g. of the Specifications.

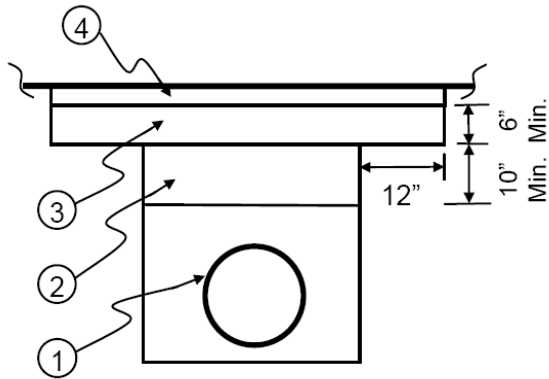
Asphalt Concrete shall be placed and compacted according to Section 315 of the Specifications.

Surface Treatment shall be placed according to the special provision for Asphalt Surface Treatment and the attached drawing.

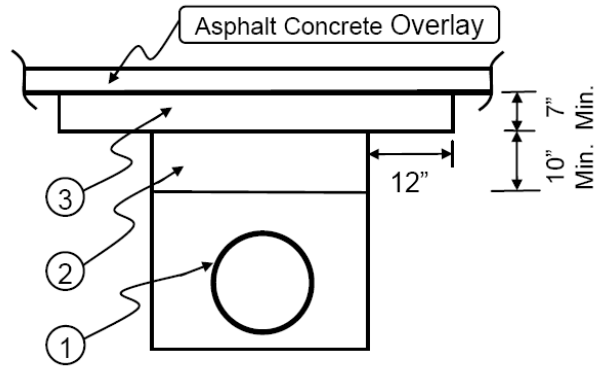
Concrete Pavement shall be placed according to the special provision for Patching Hydraulic Cement Concrete Pavement and this special provision. Open trench in Hydraulic Cement Concrete Pavement should be located at existing transverse joints if at all possible. If concrete pavement is removed within two feet of an existing transverse joint, pavement removal shall be extended two feet beyond the joint. Reinforcing steel and dowels shall be installed according to Road and Bridge Standard PR-2. Joint replacement shall be according to Road and Bridge Standard PR-2.

IV. MEASUREMENT AND PAYMENT

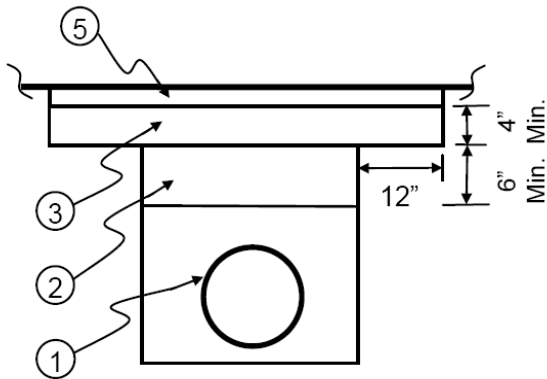
Restoring Existing Pavement unless otherwise specified will not be measured for separate payment, the cost thereof shall be included in the price bid for the utility to which it pertains according to Section 302.04, Section 520.06 or Section 700.05 of the Specifications, as appropriate. However, widths and depths in excess of the attached drawing that are authorized or directed by the Engineer will be paid for according to Section 109.05 of the Specifications.



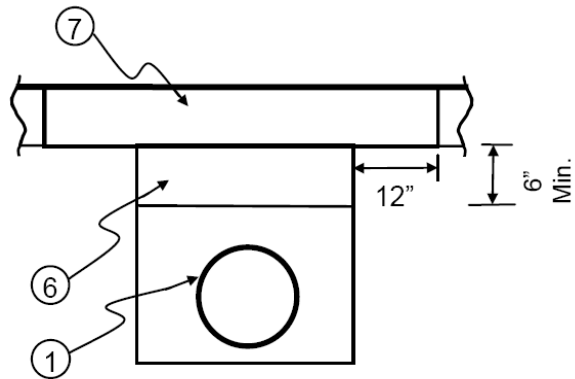
PAVEMENT STRUCTURE
Asphalt Conc. Base and Surface



PAVEMENT STRUCTURE
Scheduled for Asphalt Conc. Overlay



PAVEMENT STRUCTURE
Aggregate Base and Surface Treatment



PAVEMENT STRUCTURE
Hydraulic Cement Concrete

NOTES:

The following methods for restoring existing pavement shall be adhered to unless otherwise specified on the plans.

1. Pipe culverts, conduits and utility items shall be installed according to the applicable Road and Bridge Standards and Specifications.
2. Subbase - Aggregate material Type 1, Size 21A or 21B.
3. Asphalt Concrete Type BM-25.0
4. Surface - Asphalt Concrete Type SM-9.5D @ 165 lbs. per sq. yd.
5. Surface - Blotted Seal Coat Type C: The initial seal and final seal shall be CRS-2, CMA-2 or CMS-2h liquid asphalt material @ 0.17 gal./sq. yd. with 15 lbs. of No. 8P stone/sq. yd. each. The blot seal shall be CRS-2, CMS-2 or CMS-2h liquid asphalt material @ 0.15 gal./sq. yd. with 10 lbs. of fine aggregate grade B sand per sq. yd.
6. Subbase - Aggregate material Type 1 Size 21B
7. Surface - Hydraulic Cement Concrete, high early strength, matching existing structure for depth and surface texture.