

# PROJECT MANUAL

## Appalachian Agency Center for Senior Citizens MOUNT RODGERS PLACE – BRISTOL VIRGINIA

03.29.24 [REV 05.17.24]



# PROJECT MANUAL

## **Appalachian Agency Center for Senior Citizens MOUNT RODGERS PLACE – BRISTOL VIRGINIA**

03.29.24 [REV 05.17.24]

**Prepared for:**

**ATTN: Brian Beck, CEO  
Appalachian Agency for Senior Citizens Office  
216 College Ridge Road, Cedar Bluff, Virginia 24609**

Changes made to the content of these Plans or the design intent in the field by Contractor, Owner or Others, without the administrative and engineering review and approval of design professionals is made by Contractor, Owner or Others fully at their risk and responsibility and releases the respective design professional(s) in full from all responsibility and liability.

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**BID FORMS**

## ADVERTISEMENT FOR BID

**Appalachian Agency Center for Senior Citizens  
Request of Sealed Bids Packets  
for  
Mount Rogers PACE Center– Bristol, Virginia**

Appalachian Agency Center for Senior Citizens (“AASC”) will accept sealed bids for Mount Rogers PACE Center (“Project”) located in Bristol, Virginia. Sealed bid packets shall be delivered to the attention of and shall be received by Owner – Brian Beck, CEO, **until 2:00 P.M., local prevailing time, on Friday, June 28, 2024** at AASC’s office located at 216 College Ridge Road, Cedar Bluff, Virginia 24609 [CARRIER DELIVERY – UPS, FED EX, ETC.], P.O. Box 765 [USPS] Cedar Bluff, Virginia 24609, and then at said office publicly opened and read aloud. No facsimile bids will be accepted.

All work shall be done in accordance with the CONTRACT DOCUMENTS for the Project. The purpose of this Advertisement for Bids is for AASC to obtain sealed bids for the building and site construction and infrastructure development work for the planned renovation and new addition to the existing property located at 180 Bristol East Road in Bristol, Virginia, a commercial property located on the northwestern corner of the intersection of US Interstate I-81 and Bonham Road in the City of Bristol, Virginia. The Scope of Work for the Project consists, without limitations, of the installation, within the defined Project Limits of Work, of all concrete and asphalt pavement, site grading, concrete and asphalt curb and gutter, stormwater and site drainage, erosion and sediment control, general sitework, fencing, utility infrastructure, and the demolition, repair, renovation and new addition building construction and all other work necessary for completion of the Project as set out in the CONTRACT DOCUMENTS.

MBE/WBE firms are encouraged to submit bids.

**A Mandatory Pre-Bid Conference** for all prospective bidders will be held on Monday, June 10, 2024 at 10:00 am EST. The Pre-Bid Conference will be held at the Project Site located at 180 Bristol East Road, Bristol, Virginia 24202.

All Contract Documents will be provided as an electronic PDF. Deadline for questions shall be 4 pm EST Friday, June 21, 2024 (*Questions received after 4 pm EST Friday, June 21, 2024 may not be answered*). For Project questions or to receive CONTRACT DOCUMENTS, please contact AASC (OWNER) – ATTN: Brian Beck, CEO at (276) 964-4915 or by email at [bbeck@aasc.org](mailto:bbeck@aasc.org).

Appalachian Agency Center for Senior Citizens reserves the right to reject any or all bids, to waive any informalities and to accept the lowest responsive and responsible bid as specified in the CONTRACT DOCUMENTS.

Appalachian Agency Center for Senior Citizens is an equal opportunity provider and employer.

## INSTRUCTIONS TO BIDDERS

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The Bidder shall furnish all labor and materials including but not limited to all materials, miscellaneous materials, superintendence, labor, equipment, transportation, and shall execute, construct, and finish the Project, in an expeditious, substantial and workmanlike manner to the satisfaction and acceptance of the Appalachian Agency Center for Senior Citizens (“Owner”). All work shall be done in accordance with the CONTRACT DOCUMENTS for the Project; Bidders shall reference full Scope of Work for this Project in the CONTRACT DOCUMENTS.

**Contract Time schedule of duration of construction work time shall be two hundred seventy (270) calendar days after Contractor’s receipt of the Project’s Construction Notice to Proceed to the date of the Notice of Final Completion.**

All Contractors are hereby notified that they shall properly comply with all Virginia State laws governing their respective trades.

Bidders are required under Chapter 11, Title 54.1, *Code of Virginia*, as amended 1980, to show evidence of registration with the Virginia State Registration Board for Contractors, before the Bid Packet may be received and/or considered. Prime contractors must be registered Class A. Subcontractors must be registered Class A, Class B, or Class C depending on the value of the work to be performed.

BIDS SHALL BE PLACED IN AN ENVELOPE, SEALED AND MARKED “**SEALED BID PACKET**”. Bidder shall place on the OUTSIDE of the envelope the following:

**SEALED BID PACKET  
MOUNT RODGERS PLACE – BRISTOL, VIRGINIA  
APPALACHIAN AGENCY CENTER FOR SENIOR CITIZENS  
ATTN: BRIAN BECK, CEO  
REGISTERED VIRGINIA CONTRACTOR NO. \_\_\_\_, CLASSIFICATION / SPECIALTY CODE \_\_\_\_**

**Bidders shall take care to note that Bid Packet requires Bidder’s utilization of standard forms, as provide herein, and Bidder’s requirement to return so denoted forms as part of the Bid Packet as specifically delineated on Pages 3-4 of these Instructions for Bidders.**

Withdrawal of Bids shall be according to Procedure (i) of Section 11-54, Code of Virginia. Conditional bids will be considered only when so stated in the Proposal. No facsimile bids will be accepted.

Bidder shall acknowledge all addenda to the Project on the Bid Form issued prior to receipt of bids; Bidders are responsible for checking with Engineer for addenda to ensure that they have seen and considered all addenda before submitting a bid. Failure to acknowledge any addendum by the method outlined above may result in the bid being rejected as non-responsive and irregular.

The Owner shall open, at the selected time, each properly received sealed Bid Packet and evaluate the contents and make such investigations, as deemed necessary, to determine the ability of the Bidder to perform the Work; furthermore, the Bidder(s) shall furnish to the Owner all such additional information and data for this purpose as the Owner may request. Failure or refusal to furnish such requested information may constitute a basis for disqualifying any Bidder. The Owner reserves the right to disqualify any Bidder if the evidence submitted by, or investigation of, such Bidder fails to completely satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. Sealed Bids deemed “not qualified” by Owner shall be rejected and not opened. Bids opened and, upon further review and investigation, determined by Owner that such Bidder has



submitted inadequate Bid Packet contents, or is not properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein, shall be rejected. Only then upon satisfactory acceptance by Owner of a Bidder's Bid Packet, its contents, and the acceptability of such Bidder, shall the Owner deem the submitted Bid "qualified" and be further considered and evaluated for consideration. Properly received sealed Bids shall be publicly opened and read aloud at the aforementioned time, date and location.

The Owner at time of Bid Opening, based on its preliminary evaluation of bids received, will make note at the Bid Opening of the apparent responsive and responsible lowest bidder based solely on the Base Bid (Lump Sum) basis per the Bid Form. Owner reserves the right to award the Project in a manner most advantageous to the Owner.

The Bidder and its Sub-Contractors must comply with the provisions of Executive Orders 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

**A Bid Security in the amount of five percent (5%) of the Bid must be submitted as part of the Bid Packet. This Bid Security may consist of the following: cash, or a certified check drawn on a bank or trust company authorized to do business in the Commonwealth of Virginia, or on a bank insured by the Federal Deposit Insurance Corporation, payable to the Appalachian Agency Center for Senior Citizens or such Bid Security may consist of a five percent (5%) Bid Bond (standard Bid Bond format provided herein) issued by an insurance company authorized to do business in the Commonwealth of Virginia. This Bid Security will be retained in the event of failure of the Successful Bidder to execute the contract within ten (10) calendar days after award or to give satisfactory surety as required.**

The Successful Bidder shall be required to furnish Payment and Performance Bonds, equal to one hundred percent (100%) of the value of the Contract. Upon receipt and acceptance of the noted Bonds, the Bid Security will be returned.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, or any other basis prohibited by state law relating to discrimination in employment.



Bid Packets must be submitted on standard forms as provided within the Contract Documents. Bidder's sealed Bid Packet must include those items delineated below:

- SIGNED PAGE 4 OF THE INSTRUCTIONS FOR BIDDERS
- BID FORM
- BID BOND
- CONTRACTOR'S CURRENT CERTIFICATE OF INSURANCE COVERAGE
- COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION CERTIFICATION
- STATE CORPORATION COMMISSION FORM
- LOWER TIER COVERED TRANSACTIONS

**THIS LAST PAGE TO BE RETURNED WITHIN SEALED BID PACKET**

**[Page 4 – Instructions for Bidders]**

- CERTIFICATION BIDDER REGARDING DISBARMENT
- SMALL BUSINESS SUBCONTRACTING PLAN
- VENDOR DATA SHEET
- CONTRACTOR'S QUALIFICATIONS STATEMENT

**Bidders MUST RETURN ALL REQUIRED FORMS ABOVE within the sealed Bid Packet. Failure to return the required forms as specified and complete may deem Bidder's Bid non-responsive and not opened by Owner.**

In compliance with this Instructions for Bidders and all conditions imposed by the Contract Documents, the undersigned firm hereby offers and agrees to furnish the services required by these Contract Documents at the prices indicated in the Bid Form, and the undersigned firm hereby certifies that all information provided below and any schedule attached hereto is true, correct, and complete.

Virginia Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Specialty Codes: \_\_\_\_\_ eVA Vendor ID #: \_\_\_\_\_

DSBSD-certified Small Business No. \_\_\_\_\_ FEI/FIN No.: \_\_\_\_\_

**Name and Address of Firm:**

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Please Print)

E-Mail Address: \_\_\_\_\_ Title: \_\_\_\_\_

FAX No. \_\_\_\_\_ Telephone No. \_\_\_\_\_

**End of Instructions for Bidders**



AIA Document A305

# Contractor's Qualification Statement

1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

\_\_\_\_\_ General Construction

\_\_\_\_\_ Plumbing

\_\_\_\_\_ Other \_\_\_\_\_

(please specify)

\_\_\_\_\_ HVAC

\_\_\_\_\_ Electrical

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**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
  - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
  - 1.3.1 Date of incorporation:
  - 1.3.2 State of incorporation:
  - 1.3.3 President's name:
  - 1.3.4 Vice-president's name(s):
  - 1.3.5 Secretary's name:
  - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
  - 1.4.1 Date of organization:
  - 1.4.2 Type of partnership (if applicable):
  - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
  - 1.5.1 Date of organization:
  - 1.5.2 Name of owner:

SAMPLE FORMAT

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization partnership or trade name is filed.

## 3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Have there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### 4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

## 5. FINANCING

### 5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**6. SIGNATURE**

6.1 Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Name of Organization:

By:

Title:

6.2

M \_\_\_\_\_ being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be  
misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public:

My Commission Expires:

SAMPLE FORMAT



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**



**BID FORM**

[Page 1 of 2]

Proposal of \_\_\_\_\_ (hereinafter called “BIDDER”), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_.

To the Appalachian Agency for Senior Citizens (hereinafter called “OWNER”).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for Mount Rodgers Place – Bristol, Virginia in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within Two-Hundred Seventy (270) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

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**BID FORM**

[Page 2 of 2]

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS and as outlined on the Bid Form for the following lump sum.

**BASE BID (LUMP SUM)**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) )  
which *includes* an ALLOWANCE of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) specifically-dedicated for the proposed Turnkey Redi-Rock Retaining Wall  
No. 2 specified along the rear of the Project at the Creek edge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
License No. of Contractor

[SEAL – if BID is by a corporation]

Attest \_\_\_\_\_

# BID BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
\_\_\_\_\_, the Contractor (“Principal”)  
whose principal place of business is located at \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ (“Surety”) whose address for  
delivery of ‘Notices’ is located at \_\_\_\_\_  
\_\_\_\_\_ are held and firmly bound unto the Appalachian  
Agency for Senior Citizens, the Owner (“Obligee”) for Mount Rodgers Place – Bristol, Virginia,  
 (“Project”) in the amount of five percent (5%) of the Total Amount Bid by Principal, for the  
payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, the conditions of this obligation are as follows. This Bid Bond shall  
guarantee that the Principal will not withdraw his bid during the period of thirty (30) days  
following the opening of bids; that if his bid is accepted, Principal will enter into a formal contract  
with the Owner in accordance with the Contract Between Owner and Contractor, included as a  
part of the Bid Documents; that Principal will submit a properly executed and authorized Standard  
Performance Bond and Standard Labor and Material Payment Bond on the forms included in the  
Bid 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 Principal has received notice  
of acceptance of his bid, Principal and Surety shall be jointly and severally 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 of account of the default of  
the bidder in any particular thereof.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business  
in the City of Bristol-VA.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL)

*Contractor / Principal*

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_(SEAL)

*Surety*

By: \_\_\_\_\_

*Attorney-in-Fact*

Typed Name: \_\_\_\_\_

**AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT**

Appalachian Agency for Senior Citizens

CITY (or) COUNTY (Strike one) of \_\_\_\_\_

I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing bid bond in the amount of five percent (5%) of the Total Bid Amount and which names the Appalachian Agency for Senior Citizens as Obligee, personally appeared before me today in the above jurisdiction and made oath that he is the attorney-in-fact of \_\_\_\_\_, a \_\_\_\_\_ corporation which is the Surety in the foregoing bond, that he is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above, and on behalf of the above Surety, he acknowledged the foregoing bond before me as the above Surety's act and deed. She/he has further certified that her/his Power of Attorney is recorded in the Clerk's Office of the Circuit Court of \_\_\_\_\_, Virginia in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, and has not been revoked.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Registration No. \_\_\_\_\_

Notary Public (affix seal)

My name (printed) is: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**APPALACHIAN AGENCY FOR SENIOR CITIZENS  
WORKERS' COMPENSATION  
CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Appalachian Agency for Senior Citizens. This same requirement applies for work done on behalf of local governments.

Evidence of coverage is to be provided prior to start of work.

This form is to be returned to the organization contracting the work. An updated form should be provided each year until completion of the work.

The undersigned organization stipulates that it is in compliance with the workers' compensation statutes of the Commonwealth. It either:

A. has workers' compensation      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Insurance Company \_\_\_\_\_

Policy expiration date \_\_\_\_\_ or;

B. is self-insured for workers' compensation      \_\_\_\_\_ Yes

Title of Construction Contract: \_\_\_\_\_  
\_\_\_\_\_

Contract Number: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

# State Corporation Commission Form

## Virginia State Corporation Commission (SCC) registration information

### The bidder:

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel 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.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the City of Bristol-VA and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Owner/ Bristol-VA reserves the right to determine in its sole discretion whether to allow such waiver):

**Lower Tier Covered Transactions**  
U. S. Department of the Interior  
Certification Regarding  
Debarment, Suspension, Ineligibility and  
Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18<sup>th</sup> and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1). The prospective lower tier participants certify, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2). Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Lower Tier Covered Transactions  
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid/proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION REGARDING DISBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

By the submission of this proposal, the prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (B) Have not, within a three-year period preceding this proposal, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offences enumerated in paragraph (B) of this certification; and
- (D) Have not, within a three-year period preceding this Request for Qualifications, had one or more public transactions (Federal, State or local) terminated for cause or default.

Name of Organization: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to be before me

This \_\_\_\_\_ day of \_\_\_\_\_.

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

# Small Business Subcontracting Plan

It is the goal of the Owner that over 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify under the definitions below.

Certification applications are available through DSBSD online at [www.DSBSD.virginia.gov](http://www.DSBSD.virginia.gov) (Customer Service).

**Bidder Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

## **Section A**

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: \_\_\_\_\_ Certification: \_\_\_\_\_

Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

<b>Micro/Small Business Name &amp; Address  DSBSD Certificate #</b>	<b>Status if Micro/Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract (\$ or %)</b>
<b>Totals \$</b>					

# VENDOR DATA SHEET

Note: The following information is required as part of your response to this Advertisement for Bid. 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

eVA Vendor ID or DUNS Number \_\_\_\_\_

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:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRACT FORMS**

**Project Name: Mount Rodgers Place – Bristol, Virginia**

## **CONTRACT**

This Agreement made this \_\_\_\_ day of \_\_\_\_ by and between the Appalachian Agency for Senior Citizens, herein referred to as the "Owner" and \_\_\_\_ (herein referred to as "Contractor").

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

- (1) SCOPE OF SERVICE: The Contractor shall provide the services to the Owner set forth in Advertisement for Bids.
- (2) TIME OF PERFORMANCE: The services of the Contractor shall commence on \_\_\_\_ and shall terminate on \_\_\_\_, the period of performance being \_\_\_\_.

All time limits stated are of the essence of this Agreement.

- (3) COMPENSATION: The Contractor shall be paid by the Owner as set forth in the Contract Documents. All services provided by Contractor pursuant to this Agreement shall be performed to the satisfaction of the Owner, and in accord with all applicable federal, state and local law, ordinances, rules and regulations. The Contractor shall not receive payment for work found by the Owner to be unsatisfactory, or performed in violations of federal, state or local law, ordinance, rule or regulation. Total Contract Price is \$ \_\_\_\_.
- (4) CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract with the Project Manual, the Drawings and all Addenda as issued (and as listed below) all of which documents are incorporated herein.

Addendum No. 1 dated \_\_\_\_\_.  
Addendum No. 2 dated \_\_\_\_\_.  
Addendum No. 3 dated \_\_\_\_\_.  
Addendum No. 4 dated \_\_\_\_\_.  
\_\_\_\_\_.

- (5) GENERAL PROVISIONS: Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this Agreement or any interest he/it may have herein without the prior written consent of the Owner.
- (6) INTEGRATION AND MODIFICATION: This contract constitutes the entire Agreement between the Contractor and the Owner. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- (7) APPLICABLE LAWS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

(8) PAYMENT TO SUBCONTRACTORS:

a. The Contractor is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
2. Notify the Owner and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

- (10) ANTI-DISCRIMINATION: The Contractor certifies to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds, provided: however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 2.2-4343.1 E)

In every contract over \$10,000, the provisions in Sections 1 and 2, as listed below, apply:

1. During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of Section 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**CONTRACTOR**

**OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**GENERAL TERMS AND CONDITIONS – NON-PROFESSIONAL SERVICES**  
**Revised July 2017**

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under “Vendors Manual” on the “Vendor” tab.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Appalachian Agency for Senior Citizens, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the City of Bristol, Virginia. The Owner and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendor’s Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their bids, bidders certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1 E).

In every contract over \$10,000, the provisions in (1.) and (2.) as listed below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section
  - d. The requirements of these provisions, (1) and (2), are a material part of the contract. If the Contractor violates one of these provisions, the Owner may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from Owner contracting regardless of whether the specific contract is terminated.

- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Appalachian Agency for Senior Citizens, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City of Bristol-VA, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Appalachian Agency for Senior Citizens from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Appalachian Agency for Senior Citizens.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- G. ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**  
Failure to submit a bid on the official Bid Form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Bid Form may be cause for rejection of the bid; modification of or additions to the General Terms and Conditions of the Contract Documents may be cause for rejection of the proposal; however, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Owner may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. CLARIFICATION OF TERMS:** If any prospective bidder has questions about the Contract Documents, the prospective bidder should contact the Engineer for clarification as specified in the Instructions for Bidders. Any revisions to the Contract Documents will be made only by addendum issued by the Engineer.

**J. PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Engineer. All invoices shall indicate the Appalachian Agency for Senior Citizens; Project Name, Date of Invoice and indicate social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after Owner's submission of same for reimbursement to DMME and an additional seven (7) days after Owner's receipt of such Agency reimbursement, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve the Owner of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

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

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the Owner, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract

in question may be withheld until such certification is delivered and, if necessary, confirmed by the Owner, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Owner further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Contractor shall be responsible for all testing and inspections as specified in the Contract Document, unless as otherwise specifically identified to be provided by the Owner or others. The Owner reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Owner.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Owner of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Owner's written decision affirming, modifying, or revoking the prior written notice. If the Owner decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

**P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Owner may have.

**Q. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

**R. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

See Section IV "Special Terms and Conditions – Goods and Nonprofessional Service", Item N – "Insurance".

**S. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:  
During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions

of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Owner has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** Bidders/Offerors may find the Project listed through the eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov). *If such is accessed and utilized, it shall be the responsibility of the Bidder/Offeror to comply with all requirements in its use and access of such portal, any and all fees notwithstanding. Bidders/Offerors shall not rely on the eVA web site portal for access, review or otherwise retrieval of any Contract Documents for the Project.*
- V. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Owner shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- W. SET-ASIDES:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- X. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE CITY OF BRISTOL, VIRGINIA:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the City of Bristol-VA as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the City of Bristol-VA, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **SPECIAL TERMS AND CONDITIONS - GOODS AND NONPROFESSIONAL SERVICES**

Revised: July 2017

- A. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this bid no indication of such sales or services to the Appalachian Agency for Senior Citizens will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Appalachian Agency for Senior Citizens has purchased or uses any of its products or services, and the Contractor shall not include the Appalachian Agency for Senior Citizens in any client list in advertising and promotional materials.
- B. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **AWARD OF CONTRACT**: The Owner will make the award(s) as specified in the Instructions for Bidders to the lowest responsive and responsible bidder that is a DSBSD-certified micro business if such a bid is received, provided that the bid is less than \$10,000 and the Owner in its sole discretion determines that the bid price is fair and reasonable and in the best interests of the Owner. Otherwise, award of the contract shall be made to the lowest responsive and responsible bidder that is a DSBSD-certified small business if such a bid is received, provided that the bid is not more than \$100,000 and the Owner in its sole discretion determines that the bid price is fair and reasonable and in the best interests of the Owner. If, in the Owner's opinion, the criteria in the previous two sentences are not present, then award shall be made as specified in the Instructions for Bidders to the lowest responsive and responsible bidder of any size, provided the Owner in its sole discretion determines that the price is fair and reasonable and in the best interests of the Owner. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for early prompt payment will not be considered in making awards. The Owner reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. If the unit prices contained in the Bid Form are obviously unbalanced, either in excess or below the cost estimate values as determined by the Owner or its consulting engineering firm, the bid will be considered irregular and may be rejected. Any contract resulting from acceptance of the bid units will be understood that approximate quantities of services or materials are involved for such units.

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.

The Owner reserves the right to disqualify any contractor and refuse to accept the bid of any bidder which 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 either federal, state, or local or which 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.

- E. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S)**: An award(s) will be made to the lowest responsive and responsible bidder(s) as further specified herein, however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group

of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Owner. The Owner reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

- F. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (45) days. At the end of the (45) days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- G. **BID BOND OR GUARANTEE: (Bids over \$100,000.00)** Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to the Treasurer of the Appalachian Agency for Senior Citizens. The sureties of all bonds shall be of such surety company or companies as are approved by the Owner and are authorized to transact business in the City of Bristol-Va. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw such bid during the period of 45 days following the opening of bids; that if such bid is accepted, the Bidder will accept and perform under the terms of the Invitation for Bids and purchase order or contract. The bid guarantee will be returned upon award of contract.

Reductions of bid bond or guarantee may be made by the Owner for contractors who qualify to bid under Section 45.1-261.1 of the Code of Virginia and the regulations promulgated pursuant thereto.

- H. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the Contractor and subcontractors shall maintain the required license throughout the term of the contract. The Contractor or their subcontractor shall immediately notify the Owner in writing in the event the license has been revoked. The following information is required: **Contractor Name, Subcontractor Name, License No., and Type.**
- I. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any twelve-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the Bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred fifty thousand dollars (\$150,000) and seven hundred fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

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

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

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

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the Owner in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.



If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

If the bidder qualified under the provisions of Section 45.1-261.1 of the Code of Virginia and the regulations promulgated pursuant thereto, licensure is not required under Title 54, Chapter 11, Code of Virginia, as amended.

**J. FINAL INSPECTION:** When all work has been completed in compliance with the contract plans and specifications and sufficient favorable growing time has elapsed for determination of vegetative establishment, the Project will be ready for Final Inspection. The Owner shall determine the date of the Final Inspection and notify the Contractor of said date. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work. Final payment and release of bonds is dependent upon successful completion of the Final Inspection.

**K. IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed, identified and addressed as directed in the Instructions for Bidders:

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

**L. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Appalachian Agency for Senior Citizens and the Commonwealth of Virginia, their officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, equipment or services in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of the Appalachian Agency for Senior Citizens, the Commonwealth of Virginia or their duly authorized representatives, agents or employees.

**M. INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Owner.

**N. INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 2.2-4332 and 652-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Owner increases in the number of employees that change their workers' compensation

requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$500,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **Coverage shall not exclude claims resulting from explosion, collapse or underground damage.**
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Owner is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
5. Excess / Umbrella Liability - \$5,000,000.
6. The Appalachian Agency for Senior Citizens and the Commonwealth of Virginia shall be added as an additional named insured, respectively to the policies by an endorsement, under the Comprehensive Commercial General Liability, Automobile Liability and Excess / Umbrella Liability Insurances specified above.

**O. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting this bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

**P. SUBMISSION OF SMALL BUSINESSES SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN AND SUBCONTRACTOR REPORTING:**

- A. Submission of Small Business Subcontracting Plan: It is the goal of the Owner that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the Owner timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the Contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the Contractor has certified compliance with the Contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The Owner reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000 shall deliver to the Owner on *the Affidavit of Payment of Claims*, information on use of subcontractors that are not DSBSD-certified small businesses or ESOs. The Contractor agrees to furnish the purchasing office, at a minimum, the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service-Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.
2. In addition, each prime contractor who wins an award greater than \$200,000 shall deliver to the Owner on *the Affidavit of Payment of Claims*, information on use of subcontractors that are not DSBSD-certified businesses. The Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.
3. If the Contractor intends to subcontract work as part of its performance under this contract, the Contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses.

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

**R. PERFORMANCE AND PAYMENT BONDS: (Contracts over \$100,000.00)** The successful Bidder shall deliver to the Owner executed Standard Performance and Labor Material Payment Bonds, as found herein, each in the sum of the contract amount, with the Appalachian Agency for Senior Citizens as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Bristol-VA. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Owner. Standard bond forms will be provided by the Owner prior to or at the time of award.

Prior to submission of bonds to the Owner for approval, the power of attorney from the surety company to its agent who executes the bond shall be recorded pursuant to Section 38.2-2416 of the Code of Virginia. The surety company shall provide a certified copy of the currently recorded and effective Power of Attorney as proof of Power of Attorney recordation.

The Owner may require performance and payment bonds on contracts for less than \$100,000 when the total of existing Owner contracts or pending awards with the lowest, responsive and responsible bidder exceeds \$150,000. For the purpose of this section, "existing contracts" shall be defined as contract work that has yet to be started or where the Owner finds that substantial existing contract work (greater than 50%) remains to be completed

Reduction in the amount of the performance bond may be made by the Owner for Contractors who qualify under Section 45.1-261.1 of the Code of Virginia and the regulations promulgated pursuant thereto. Such reductions, if made by the Owner, shall be in accordance with the regulations promulgated pursuant to Section 45.1-261.1 of the Code of Virginia.

- S. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- T. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's and Bristol-VA's satisfaction at the Contractor's expense.
- U. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Owner. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to the Owner the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- V. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the City of Bristol-VA pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the City of Bristol-VA as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Owner's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the City of Bristol-VA, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

## **ADDITIONAL TERMS & CONDITIONS FOR NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS**

**Revised July 2017**

- A. DEFINITIONS:** Whenever used in this solicitation 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. This listing below is not exhaustive; Contractor is responsible to understand definitions for this Project, as related to this Project, as may be found below and throughout the Contract Documents

**Agency:** The word "Agency" shall mean the other local, state, or federal regulatory agencies, and/or its/their designated representative(s), and/or any combination thereof.

**Bid Form:** Bid, bid, Bid Schedule, bid schedule.

**Business Day:** Means Monday through Friday excluding state holidays.

**Change Order:** A document issued by the Owner on or after the effective date of the Contract between Owner and Contractor 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. A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract and Contract Documents.

**City:** Reference as may be made throughout the Contract Documents may mean City of Bristol, Virginia, City Engineer, City of Bristol, Virginia Public Works Department or any such representative as may be employed by/through the City of Bristol, Virginia. The VDOT Local Residency and its staff may also be considered such a City representative.

**Commencement of Land Disturbance:** Means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities (e.g., stockpiling of fill material).

**Commonwealth:** The term "Commonwealth" shall mean the Commonwealth of Virginia or State.

**Concealed Installations:** Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

**Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon site, buildings and ancillary facilities owned or to be acquired by the Owner and any draining, dredging, excavation, grading or similar work upon real property.

**Construction Site:** Means the land where any land-disturbing activity is physically located or conducted, including any adjacent land used or preserved in connection with the land-disturbing activity.

**Contract:** Where the word "Contract" is used, it shall be understood to refer to a formal contract for construction of the Project, executed by the Owner and the Contractor, together with this Project Manual, the Contract Documents and other documents referred to in such formal contract.

**Contract Documents:** Contract Documents, Bid Documents, etc., the "Contract Documents" is used to refer to those plans and specifications, all of the following parts considered, as a whole, shall comprise the Contract Documents. They are complementary and anything called for by one and not the others shall be considered binding as though called for by all. In case of conflict between any of its parts, the most restrictive condition shall apply unless as otherwise amended in writing by the Owner and Engineer. The Contract Documents shall include all Bidding Forms, all Contract Forms,

the Construction Contract, Project Schedule, the Project Manual and Drawings, addenda, approved submittals, executed change orders and written record of changes reviewed, approved and issued (Project revisions and clarifications) by the Owner.

**Contract Time:** Also, Project Schedule or Schedule. That period of time, as specified herein, and as accepted by Contractor with submission of Bid to complete the Project in full between the date of the Project's Notice to Proceed and the date of the Final Completion Letter (*with no punchlist*) in full and in accordance with the Contract Documents. Contract Documents specify a construction time Engineer has estimated for the Project's duration as otherwise defined herein. Contractor is responsible for review and consideration of such time allowance prior to Contractor's submission of his Bid. Such consideration shall consider all items required to timely complete the Work as specified in the Contract Documents, including, but not limited to, Project's Date of Construction Notice to Proceed, Project submittals development, submission for review and approval time allowances, pre-construction review and approval processes, Contractor's permitting, weather and possible lost weather time for this Project in this location for the projected time duration through the seasons included, Project's float time, identification of critical path and Substantial and Final Completion Dates. The total length of the Project Schedule shall represent the Contract Time.

**Contractor:** The person, firm or corporation with whom the Owner has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the Contractor. Also, Prime Contractor, Vendor/vendor, bidder/Bidder, bidder, Bidder, Offeror, offeror, Offeror/offeror, Bidder/Offeror, bidder/offeror.

**Contractor Testing Firm:** An independent quality control and testing firm, employing a professional engineer licensed in the Commonwealth of Virginia, and hired directly by Contractor for the purposes of providing the specified "Contractor Work" responsibilities concerning observation, monitoring, data collection, testing of samples, reporting and certifying all that as specified in the Contract Documents.

**Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

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

**Engineer:** The term "Engineer" / "ENGINEER" and/or its designated representative, unless otherwise specified in the agreement shall mean the Engineer, Owner or Architect named in the Advertisement for Bid as the party who prepared the Contract Documents for the work to be performed.

**Engineer's Cost Estimate:** Such cost estimate range and quantities specified in the Bid Form, when provided, shall represent the Owner' estimate of costs and shall be considered as general information only; *such information is not part of the Contract Documents*. Contractor is responsible for ALL quantity take-offs from the Contract Documents for his bid when submitted. Cost Estimate and Bid Form quantities are provided for general information only to approximately describe Project size and scope. Contractor is responsible for visiting and inspecting site and site conditions *prior to Bid*, and performing his own quantity takeoffs, as may be needed at Contractor's discretion, to be utilized in Contractor's assessment and development of developing all lump sum costs, all unit price costs, and any cost allowances as may be required to be submitted for the Bid.

**ES-SWM Plan:** A Contract Document. ES-SWM Plan means that information inclusive of the Erosion and Sediment Control Plan, the Stormwater Management Plan and the Stormwater Pollution Prevention Plan (SWPPP) specifications, calculations and plans all as prepared and submitted by Engineer to the regulating authorities for the Project's Land Disturbance and VPDES permitting. All as reviewed, accepted and approved by same regulating authorities with the original submission and inclusive of all revisions.

**Exposed Installations:** Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.

**Final Acceptance:** The Owner's acceptance of the Project from the Contractor upon confirmation from the Engineer and the Contractor that the Project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.

**Final Stabilization:** Means that all soil disturbing activities at the Site have been completed and a permanent vegetative cover has been applied in accordance with the Contract Documents on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established and accepted until Grass Stabilization has been achieved. See also Definitions for "*Grass Stabilization*" and "*Stabilized*".

**Grass Stabilization:** Means that for all soil disturbing activities that have been Final Stabilized and that the establishment of new and *substantial vegetative growth and ground cover* is achieved that is all of the following: 1) not exhibiting erosion damage, 2) uniform throughout (e.g., evenly distributed), 3) mature enough to survive, 4) will inhibit erosion damage when exposed to normal and natural forces, and 5) has been final accepted by Engineer, Owner and all regulating authorities. See also Definitions for "*Final Stabilization*" and "*Stabilized*".

**Immediately:** Means as soon as practicable, but no later than the end of the next business day.

**Impaired waters:** Means surface waters identified as impaired on the 2012 § 305(b)/303(d) Water Quality Assessment Integrated Report.

**Infeasible:** Means not technologically possible or not economically practicable and achievable in light of best industry practices.

**Initiation of Stabilization Activities:** Means:

1. Prepping the soil for vegetative or nonvegetative stabilization;
2. Applying mulch or other nonvegetative product to the exposed area;
3. Seeding or planting the exposed area;
4. Starting any of the above activities on a portion of the area to be stabilized, but not on the entire area; or
5. Finalizing arrangements to have the stabilization product fully installed in compliance with the applicable deadline for completing stabilization.

**Liquidated Damages:** Not applicable for this Project.

**Measurable Storm Event:** Means a rainfall event producing 0.25 inches of rain or greater over 24 hours.

**Normal Adverse Weather:** Defined for this Project as that which is not considered extraordinary or catastrophic and is not reasonably conducive to the Contractor progressively prosecuting critical path work under the Contract. Weather events considered extraordinary or catastrophic include, but are not limited to, tornados, hurricanes, earth-quakes, and floods that exceed a 25-year storm event as defined by National Oceanic and Atmospheric Administration (NOAA) for the NOAA data gathering location that is nearest the Project Site.

**Notice:** All written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with the Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the Contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.

**Notice to Proceed:** A written notice given by the Owner to the Contractor 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.

**Owner:** The Appalachian Agency for Senior Citizens with whom the Contractor has entered into a contract and for whom the Work or services is to be provided.

**Project:** The word "Project" shall mean "Mount Rodgers Place – Bristol, Virginia", a commercial business development project for the Owner.

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

**Similar:** Where the word "similar" appears on the Plans, 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.

**Small Business:** "Small Business" means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Stabilized:** Means land that has been treated to withstand normal exposure to natural forces and has developed, without incurring erosion damage, Grass Stabilization to a degree to mitigate erosion damage and as having been completed all in accordance with the Project's approved ES-SWM Plan and SWPPP. See also Definitions for "*Final Stabilization*" and "*Grass Stabilization*".

**Subcontractor:** An individual, partnership or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of the Work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the Project.

**Submittals:** All drawings, diagrams, illustrations, schedules 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 Owner, VDOT, Agency or others all being sent *through the Owner* to illustrate material or equipment and/or for any herein specified submittal for review and approval for some portion of the Work.

**Substantial Completion:** The work that is sufficiently complete, in accordance with the Contract Documents, so that the Project can be utilized by the Owner for the purposes for which it is intended. A Substantial Completion Punchlist may be issued by Engineer with acceptance and issuance of Substantial Completion. Such Substantial Completion Punchlist, if issued, must be completed by Contractor and accepted by Engineer in full prior to Engineer's and Owner's final Project acceptance and issuance of the Project's Final Completion Notice.

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

**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.

**Utility:** The word "Utility" shall mean the buried or overhead water, natural gas, sanitary sewer, electric, telephone, broadband-cable-fiber, either existing or proposed, and/or any combination thereof.

**Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under and as described in the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment, any and all labor, supervision, services, materials, taxes, rental charges, machinery, equipment, tools, supplies and facilities called for by, and to complete, the Contract, all as required by the Contract Documents.

**Written Direction:** A formal written notice, email or paper copy, but not text, given by Engineer to Contractor describing a change, direction, interpretation or clarification to the Contract Documents; and as such upon issuance by Engineer, becomes a part of the Contract Documents of record.

**B. CONTRACT DOCUMENTS:**

1. The Contract Documents, as defined herein, all of which shall be referred to collectively as the Contract Documents.
2. 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.
3. 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.

**C. LAWS AND REGULATIONS**

1. 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 and by applicable regulations.
2. 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 City of Norton, who perform any work related to the project shall comply with all of the said provisions.
3. 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 warrant from the court.
4. Permits: Because this is a project within the administrative boundaries of the City of Norton, codes or zoning ordinances of such local political subdivision shall apply. Permits, where required, will be obtained and paid for by the Contractor. This also includes any local license fees, business fees or similar assessments, which may be imposed by the appropriate political subdivision.
5. The Contractor, if not licensed as an asbestos abatement contractor or an RFS contractor in accordance with Section 54.1-514, *Code of Virginia*, shall have all asbestos related Work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the Work required.

**D. PREPARATION AND SUBMISSION OF BIDS**

Bids must give the full business address of the Bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation 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 designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President", "Secretary", "Agent" or other designation without disclosing the principal, may 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.

**E. WITHDRAWAL OR MODIFICATION OF BIDS**

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

**F. RECEIPT AND OPENING OF BIDS**

1. It is the responsibility of the bidder to assure that his bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
2. Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested that may be present either in person or by representative. The officer or agent of the Owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
3. The provisions of Section 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspections of bids received.

**G. ERRORS IN BIDS Errors in bids will be handled in accordance with Section 5.13 of Vendor's Manual.**

**H. SUBCONTRACTS**

1. The Contractor shall as soon as practicable after the signing of the contract, notify the Owner in writing of the names of subcontractors proposed for the principal parts of the work. The Contractor shall not employ any subcontractor that the Owner may, within a reasonable time, object to as unsuitable. The Owner will not direct the Contractor to have contact with any particular subcontractor unless provided in the specifications or bid form.
2. 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.
3. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, and invite upon the site of the Project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**I. SEPARATE CONTRACTS**

1. 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 Project Manual, which it expects to proceed simultaneously with the work of the Contractor, and has included the estimated timing of such other contracts in the Project Manual, 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 this Contractor from carrying out his work according to the Contract Documents, this Contractor shall immediately notify the Owner upon discovering such conditions.

2. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Sections R (4) of these additional Terms and 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.

**J. TAXES**

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. If the State Building Official elects to have the local building official inspect the Work as provided by Section 36-98.1 of the Code of Virginia, the Owner will pay the resulting fees to the local building official.

**K. 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 and save the Owner, its officers, agents and employees, harmless from 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 Contract Documents 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 drawings 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. 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, he shall be responsible for any loss due to the infringement.

**L. SAFETY INSPECTIONS OF CONTRACTOR EQUIPMENT ON JOB SITE**

Owner and its designated representatives reserve the right to conduct safety inspections of Contractor and/or sub-contractor owned or leased equipment delivered to or present at construction site. Owner may also conduct equipment safety inspections at any time during the contract period while the equipment is on site. Inspections shall be in accordance with established inspection criteria and evidenced by a safety inspection checklist. Contractor shall be responsible to perform a daily pre-shift inspection of all equipment prior to its use each day.

**M. INSPECTION**

1. All material and workmanship shall be subject to inspection, examination and test by the Owner at any and all times during construction. 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 premises. 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, the Contractor and surety being liable for any damages.
2. Job 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 directly by the Contractor and included as part of his Bid. Examples of such tests may indicate, but not be limited to, the testing of cast in-place concrete, asphalt paving, water and sanitary sewer acceptance testing, foundation materials and soil compaction; Contractor shall be responsible to coordinate all required testing outlined in the Contract Documents. Although conducted by independent testing entities through or on behalf of / for the Contractor, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the contract, codes, standards, etc. requires to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications that the contract specifically requires him to perform or pay, together with any inspections and tests that he chooses to perform for his own quality control purposes. 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 (3) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall bear all cost, as necessary, for all required re-examination and retesting necessary to complete work in accordance with Contract Documents.
3. 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 from Owner, 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, he 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 and in accordance with the Contract Documents, 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 shall be paid, by the Owner, to the Contractor and Contractor shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.
4. The Engineer will recommend to the Owner that the work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension, only upon acceptance and approval of Owner, and if by Engineer, on behalf of the Owner, shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such work

stoppage shall be borne by the Contractor unless it is later determined by the Owner and Engineer that no fault existed in the Contractor's work.

5. The Engineer has no authority to and shall not:
  - (a) Enter into the area of responsibility of the contractor's superintendent;
  - (b) 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;
  - (c) Issue any Stop Work Order without prior having the full approval and authorization of the Owner.

The Owner shall be notified by the Contractor and be present during all critical phases of construction. It is the Contractor's responsibility to provide timely notification, not less than 24 hours, to Owner and regulating authorities for any and all critical phases of construction requiring Owner and regulating authorities observation(s).

**Engineer:**

1. The Engineer is an Owner-contracted professional engineering firm who prepared the Contract Documents for the work to be performed. During prosecution of the work, the Engineer will be consulted for recommendations or questions that may arise as to the quantity, quality and acceptability of materials furnished or work performed and for interpretation of the Contract Documents.
2. The Engineer's recommendations for changes shall be coordinated with the Owner for approval.
3. Project site observations made by the Engineer shall be documented as to the Contractor's progress and quality of the work in accordance with Contract Documents and the basis for any recommendations or changes to the Project, including Engineer's review for Contractor's pay applications and otherwise verification for review and acceptance of Contractor's Work.

**N. SUPERINTENDENCE BY CONTRACTOR**

1. The Contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the work. 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 Engineer, in writing, of any proposed change in superintendent including the reason therefor prior to making such change.
  - (a) Contractor shall be required to have its designated project manager, a competent foreman or superintendent in attendance at every office (physically or remotely) or site meeting involving or with its subcontractors or vendors.
  - (b) Subcontractors shall not communicate directly with the Engineer; all communication, phone, email or text *shall be through the Contractor to the Engineer.*
2. 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 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, the Engineer, or the Owner's separate contractors and their subcontractors.

3. The Owner may, in writing, require the Contractor to remove from the work any employee the Owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

**O. ACCESS TO WORK**

The Owner, the Owner's inspectors, City of Bristol-VA employees, Agency and other testing personnel, and inspectors from the Department of Labor and Industry and other regulatory federal, state or local agencies shall have access to the work at all times. The Contractor shall provide proper facilities for access and inspection.

**P. AVAILABILITY OF MATERIALS**

If material specified in the Contract Documents is not available on the present market, alternate materials may be proposed by the Contractor for approval by the Owner.

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 proposed change must be in writing, and in accordance with the Contract Documents, and must include all itemized cost differentials proposed, including Engineer's fees for evaluation, rework and re-coordination, and sufficient information about the substitution to allow the Owner and Engineer to make an evaluation. Any proposed changes to the engineering design must be approved and sealed by a registered professional engineer in the Commonwealth of Virginia. Such design shall be contracted and paid for by the Contractor and presented with the request to substitute. The Owner will have the Engineer provide an initial evaluation of such proposed substitution and provide a recommendation on acceptability; all fees incurred by Engineer and Owner in administration of, design evaluation, rework and/or re-coordinating of Contractor's proposed substitution, *whether finally accepted or not by Owner*, shall be itemized costs included in the Contractor's presented substitute proposal and paid for by Contractor through Owner's deduction of Contractor's retainage monies upon Project Completion. If the proposed substitute is acceptable to the Owner, a change order will be proposed to the Contractor to accept the substitute. The Owner shall have the right to limit or reject substitutions at its sole discretion.

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate any equal or substitute product that it uses. All such necessary changes shall be made at the Contractor's expense and included as part of Contractor's Change Order for such substitution change.

**Q. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor 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 title to all materials and supplies that he uses in the work or for which he accepts payment in whole or in part.

**R. TWO-YEAR WARRANTY OF MATERIALS AND WORKMANSHIP**

1. 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 Contract Documents and shall be performed by persons qualified at their respective trades.
2. Work not conforming to these warranties shall be considered defective.
3. 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 this contract.

4. Contractor and those other contractors shall be responsible for cleanliness of work, cleanup of all respective work debris and proper disposal all in accordance with good workmanship.

**S. USE OF PREMISES AND REMOVAL OF DEBRIS:**

1. The Contractor shall:
  - (a) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
  - (b) 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 contractor; and
  - (c) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
2. The Contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
3. 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 of the work 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.
4. The Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, 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. included in the contract including the removal of all paint and mortar splatters and other defacements. If Contractor or any subcontractor fails to clean up at the completion of the work, the Owner may do so and charge for costs thereof to the Contractor.
5. During and at completion of the work, 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 Virginia Erosion and Sediment Control Handbook, latest edition, and of the Contract Documents.
6. The Contractor shall not operate or disturb the setting of any existing valves, switches or electrical equipment on service lines by proper previous arrangement with the Owner and operator(s) of said system/operation(s). The Contractor shall give ample advance notice of the need for cut-offs, which will be scheduled at the convenience of the Owner and operator(s) of said system/operation(s).

**T. PROTECTION OF PERSONS AND PROPERTY**

1. The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property, which may come on the building site or be affected by the Contractor's operation in connection with the work.
2. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
3. The provisions of all rules and regulations governing safety as adopted by the Owner and City of Bristol-VA, 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.



4. 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 such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of his obligations for the protection of persons and property.
5. In an emergency affecting safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from 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 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 - General Terms and Conditions – Non-Professional Services, Paragraph O – “*Changes to the Contract*”.

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

If the Work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the Owner should fail to pay to the Contractor, as provided by Section - General Terms and Conditions - Non-Professional Services, Paragraph J (1) (b) – “*Payment*”, when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days written notice to the Owner, 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 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 cost of physically closing down the job 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.

**V. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE**

1. 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 terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregard laws, ordinances or the written instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner may terminate the contract.
2. Prior to termination of the contract, the Owner shall give the Contractor and his surety ten (10) calendar day written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the Owner within said ten (10) days, the Owner may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner, which the Owner finds acceptable. If at any time more than ten (10) days after the notice of termination, 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 by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the Owner shall take possession of the premises and of all materials, tools and appliances 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.
5. 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.
6. Termination of the contract under this section is without prejudice to any other right or remedy of the Owner.

**W. TERMINATION BY OWNER FOR CONVENIENCE**

1. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project 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 assigning to the Owner the Contractor's interest in all subcontracts and purchasing 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:
  - (a) All amounts then otherwise due under the terms of this contract,
  - (b) Amounts due for work performed subsequent to the latest Application for Payment through the date of termination,
  - (c) 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 for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, Owner shall have no further obligations to the Contractor of any nature.
2. 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.

**X. LIQUIDATED DAMAGES, FURNISH AND INSTALL**

None.

**Y. OBLIGATION TO COMPLETE**

If the delivery of supplies, services, materials or equipment is not fully performed in accordance with the terms of the contract by the time specified in the contract, the Contractor agrees to complete the remaining or incomplete work at its own expense; except that the accomplishment be delayed by any act, negligence, or default on the part of the Owner, public enemy, war, embargo, fire, explosion or Act of God not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems

appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor, the Owner may extend the time by issuing a Change Order for performance of the contract or delivery of goods herein specified at the Owner's sole discretion.

It shall also be known and understood by both parties that if the contract expires and the delivery of supplies, services, materials or equipment has not been fully performed in accordance with the terms of the contract and it is determined the Owner is not at fault and grant funding for the contract has expired, the procuring agency shall extend the contract expiration date to allow sufficient time to complete the delivery of supplies, services, materials or equipment under the terms of the contract. The Contractor shall, at the Contractor's sole cost and expense, complete its obligations under the terms of the contract during the contract extension period.

## **Z. GUARANTEE OF WORK**

1. Except as otherwise specified, all work material and labor shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for two (2) years from the date of final acceptance of the entire Project by the Owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner, or the date of Substantial Completion, whichever date is later.
2. If, within the guarantee period, defects are noticed by the Owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the Owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the Owner:
  - (a) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
  - (b) Make good all damage to the structure or site or equipment or contents thereof, which is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contracts; and
  - (c) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
3. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
6. 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 defective work under Section – Additional Terms and Conditions for Non-Capital Outlay Construction Projects, Paragraph R – “*Warranty of Materials & Workmanship*”. This paragraph relates only to the specific obligation of the Contractor contained 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 of the time within which proceedings may be

commenced to establish the Contractor's liability with respect to his other obligations under this contract.

6. In the event the work of the Contractor is to be modified by another contractor, either before or after the final inspection, the first contractor (Contractor) shall remain responsible in all respect under the guarantee of work and under any other warranties provided in the contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor (Contractor) and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work that it is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extend of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

**AA. ASBESTOS**

1. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the work. If the Contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the Contractor shall stop work in the area containing the asbestos, secure the area, and notify the Owner 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 will have the material repaired or removed and will pay for the bulk sample analysis.

If the material disturbed is not within the Contractor's authorized Work and/or Work area or under this contract, the Contractor will pay for all associated sampling and abatement costs.

2. 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 in accordance with the specific requirements of the Contract Documents.
3. If asbestos abatement is included as part of the work, the licensed asbestos subcontractor shall, in the insurance required, name the Norton Industrial Development Authority and the Contractor as additional insured.

**BB. DRUG FREE WORKPLACE:**

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
2. The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on state property are prohibited; and
3. Any impairment or incapacitation from the use of alcohol or other drugs (except) the use of drugs for legitimate medical purposes.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Owner in addition to any criminal penalties that may result from such conduct.

**CC. SCHEDULE OF THE WORK:**

1. Work shall begin within three (3) calendar days after Contractor's receipt of the Construction Notice to Proceed and all work shall be completed in full, 100% Final Completion as specified in the Instructions for Bidders. It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the Contract Documents; except that if the delivery be delayed by any act, negligence, or default on the part of the Owner, public enemy, war, embargo, fire, explosion or Act of God not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the Owner deems appropriate may, at Owner's discretion and decision, be granted. Upon receipt of a written request and justification for an extension from the Contractor, the Owner may extend the time by issuing a Change Order for performance of the contract or delivery of goods herein specified at the Owner's sole discretion for good cause shown.
2. The Contractor is responsible for sequencing, scheduling, coordinating and monitoring the progress of the work as well as taking appropriate action to keep the work on schedule. The Contractor shall prepare and submit to the Owner upon signing the contract, a contract performance schedule for accomplishing the work based upon the completion time stated in the contract. No Notice to Proceed will be issued by the Owner until the performance schedule is approved by the Owner and Engineer.
3. If any items of work are behind schedule, regardless of whether they may prevent contract from being completed on time, the Contractor must indicate in writing what measures he is taking to bring each such item back on schedule and to ensure that the time of completion is not exceeded.
4. A contract performance schedule shall be submitted showing completed work at the end of each month in respect to the entire Project. The form, properly filled out to indicate percentage of work completed each month, shall be submitted concurrent with the Contractor's monthly Application for Payment.
5. The percentage of labor progress shall be calculated based upon the quantities of labor actually performed in relationship to the amount estimated to complete that element of the work. The material progress shall be calculated on the same basis giving credit for installed material as well as that stored on the site and any material stored off site that has been certified by the Owner/Engineer.

**DD. PERMITS:**

Permits, as may be required, by the Army Corps of Engineers, Marine Resources Commission, and the Department of Environmental Quality, will be provided by the Owner. No permitting such as a VDOT Land Use Permit, VDOT Entrance Permit or a City of Bristol-VA Entrance or Roadway Permit shall be required by Contractor for work at rear parking lot entrance; however, other VDOT permits, such as, but not limited to, transportation of equipment, shall be the responsibility of the Contractor. Necessary rights of entry to the Project Site will be provided by the Owner. Any and all other permits and, as otherwise herein specified, all requirements for Contractor's pre-approval(s) and fees required in association with performance of work specified by the Project shall be the responsibility of the Contractor.

**EE. EXTENSION OF CONTRACT:**

This contract may be extended by the Owner upon written agreement of both parties, under the terms of the current Contract, for a specified period to be determined. The written agreement shall be approved prior to the completion date.

**FF. PLANS AND SPECIFICATIONS:**

1. The general character and scope of work are illustrated by the Contract Documents. Any additional detail and other information deemed necessary by the Owner would be furnished to the Contractor when and as required by work.

2. Where the work "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.
3. The specifications are divided into several parts 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 responsible for the coordination of the trades, subcontractors, and vendors engaged upon this work.
4. The Contractor shall verify measurements or dimensions shown on the drawings at the Site; where there are discrepancies, the Engineer shall be consulted.
5. The Contractor shall maintain at the site one copy of all drawings, specifications, addenda, change orders, and other modifications in good order and marked to record all changes made during construction.

**GG. SURVEYS AND LAYOUT:**

1. All necessary drawings showing the location of the Project shall be furnished to the Contractor through the Contract Documents. The Contractor shall provide competent engineering service to execute the work in accordance with the contract requirements and shall be responsible for the accuracy of his work.
2. Such general reference points and benchmarks on the Project Site as will enable the Contractor to proceed with the work will be established in the Contract Documents. Upon commencing work on the Site, it shall be Contractor's responsibility to find, verify and confirm acceptability of all such control points, as identified on the drawings, If the Contractor finds that any previously established reference points have been lost or destroyed, he shall promptly notify the Engineer.
3. The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in locations without the written approval of the Engineer. Any of these that may be lost or destroyed in the course of the Contractor's work on Site, or which require shifting because of necessary changes in grades or locations shall, subject to prior approval of the Engineer, be replaced and accurately located, all by and at Contractor's expense.

**HH. MEASUREMENT AND PAYMENT:**

The methods of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

The Contractor shall maintain records of all work performed and all materials installed or used. Payment, where made on a unit price basis, shall be made on the basis of the unit prices accepted in the Bid Form. Unit costs shall be provided for each identified item in the Bid Form and unbalanced unit prices may result in rejection of the bid.

Quantities for the various items of work may be presented throughout the Contract Documents. Such quantities are generally provided *as information only* in order that the Contractor may have ready access to the same information, which was available to or generated by the Owner. The unit prices entered in the Bid Form shall be used in the event adjustments of quantities are required. The various items of work will be bid as Lump Sum, Plan Quantities, or by Unit Prices as specified in the Bid Form.

The various methods of payment are defined in subsequent paragraphs:

1. Lump Sum: When this term is used as an item of payment, it shall mean that the complete structure, structural unit or element of work is specified as the unit measurement. As such, it will be construed to include all necessary fittings and accessories, labor, equipment, and other incidentals required for installation. No final measurement will be made.

2. Each: The definition for Lump Sum applies to the term "each", except more than one may be included in the Project and the actual number installed will be the final measurement.
3. Plan Quantities: When specified in the contract, any item or items thereof will be measured and paid for on the basis of plan quantities. The quantities allowed for compensation will be those shown on the plans with deductions from or authorized additions to such quantities resulting from deviations from the plans. In the case of excavation, only excavation within the cross-section prism will be paid for on a plan quantity basis.

In the event the Contractor believes that any plan quantity is incorrect, he may, *at his own expense and not recoverable as a change order*, solicit the aid of a certified professional engineer or licensed land surveyor to check such quantity, and, if still in disagreement, he may request in writing that the Owner check computations of the questionable quantity. Such written request for a quantity check by the Owner shall be accompanied by calculations, drawings, or other evidence as prepared by the Contractor indicating why the plan quantity is believed to be in error. If any item of the contract is found to be in error, and subsequently accepted by both Engineer and Owner, payment will then be made in accordance with the corrected plan quantity.

Should the Owner determine during construction that there is an error in the plan quantity or that conditions vary from those anticipated in design to the extent that actual measurement of a plan quantity item is warranted, the Owner will make such measurement. Payment will then be based on the measured quantity in lieu of the plan quantity.

4. Actual Quantities: When actual quantities for a specific portion of the project are designated in the bid documents as the pay quantity, actual quantities for such specified portion will serve as the basis for payment. Actual quantities shall be determined by the differences in measurements taken before and after construction.

All work completed under this contract will be and/or has been measured according to United States Standard Measure. The following terms apply:

- a. Linear Feet: All items measured by the linear foot, such as pipe, guard rail, drains, etc., will be measured along or parallel to the centerline and/or base upon which such items are placed or constructed unless specified otherwise in the drawings or in subsequent sections of technical specifications. No allowances will be made on installed items for fittings or laps at connections.
- b. Areas and Volumes: Areas and cross sections determined in the field shall utilize standard surveying techniques. For the purpose of ascertaining quantities, it is agreed that the planimeter shall be considered an instrument of sufficient precision adapted to the measurement of areas. In computing volumes of excavation and embankments, the Average End Area Method using measured cross-sections will be used. The pit shall be measured and the volume of excavation calculated using appropriate lengths, widths, and depths and the corresponding geometric configuration.
- c. Weight: When weight is used as the measurement standard, certified tickets, invoices or tags for such items must be furnished to the Engineer at the time of installation. (When used, the term "ton" will mean 2,000 pounds avoirdupois.)
- d. Surface Area: When surface area is specified as the standard of measurement for such items as filter fabric, netting, etc., the final quantities for payment will be measured at the time of installation. Surface area shall be measured by lengths and widths in the plan of the surface on which they are installed; check slots, lapping, or similar efforts required for proper installation shall not be measured separately.

The Owner reserves the right to increase or decrease the actual quantities as site conditions warrant.

When revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be the amount represented by the authorized changes multiplied by the unit prices for such item.

The quantities shown in the Bid Form and elsewhere in the Contract Documents represent the Owner's estimate of the amounts required to accomplish the design intent. Reasonable care in computing and verifying such numbers has been used, particularly in the case of payment items for which Plan Quantities or Lump Sums stated as the method of payment. In the event errors beyond those normally expected are discovered, fair and reasonable adjustments may be made by the Owner based on the unit prices bid and the revised quantities. In such instances, tolerances provided in the Contract Documents for particular work items may also require adjustment.

The use of Plan Quantities and Lump Sum methods of payment for selected work elements is intended to be in the best interest of the Owner, the Engineer, and the Contractor. The practice is not intended to be a mechanism by which risk associated with engineering computations is transferred to the Contractor. The contract prices, where based on each, lump sum, plan warranties, or unit prices, for the various bid items of the Contract Documents shall be considered full compensation for all labor, material, equipment, taxes, fees rental and incidentals required for the complete incorporation of the item into the Project.

## **II. APPLICATION FOR PAYMENT**

1. Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month as approved by the Engineer. In preparing estimates, the material delivered on the site and preparatory work done shall be taken into consideration. In addition to material delivered on the site, material purchased specifically for the Project, but stored off the site, may be specifically for the Project, but stored off the site, may be considered for payment, provided all of the following is accomplished prior to any submission of Applications for Payment for such material through inclusion on the regular monthly payment request:
  - (a) The Contractor must notify the Engineer in writing at least ten (10) days prior to the submission of the Application for Payment that specific items will be stored off site.
  - (b) The Application for Payment shall itemize the quantity of such materials; shall document with invoices the cost of said materials and shall indicate the identification markings used on the materials. Such markings shall clearly reference the materials to the particular reclamation project. The specific location of the materials shall be indicated.
  - (c) The Contractor shall:
    - (i) Certify in writing to the Owner that such materials meet the requirements of the Contract Documents.
    - (ii) Shall indicate in the Application for Payment that he agrees that loss of materials stored off the site shall not relieve him of the obligation to furnish these types and quantities of materials for the Project and on a schedule to meet the time completion requirements of the contractor.
    - (iii) Shall agree and certify in the notification, and in the Application for Payment, that the storage location is safe and is suitable for the type of material stored.
    - (iv) Shall provide pictures documenting the stored materials where stored off-site.
    - (v) Make note that the materials are stored within reasonable proximity to the job site.
  - (d) The Engineer shall be notified by the Contractor when the materials are to be transferred to the site and when the materials are received at the site.



2. In making partial payments, there shall be retained five percent (5%) on the estimated amount until final completion and acceptance of all work covered by the contract. Such retainages shall be held to assure faithful performance of the contract including, but not limited to, payment of any and all claims, uncorrected defective work, establishment of vegetation, and the like. Any reductions in retainage shall be as determined by the Owner.
3. The final payment, which shall include the retained percentage, shall not become due until the Contractor shall deliver to the Owner a "Final Affidavit of Payment of Claims" that all subcontractors and suppliers of either labor or materials have been paid all sums due them for work performed or materials furnished in connection with this Contractor, or that satisfactory arrangements have been made by the Contractor with such subcontractors and suppliers with respect to payment of such sums as may be due them by the Contractor. In addition, the Owner may require the Contractor to provide Final Affidavits from subcontractors and suppliers stating the amount of their subcontract, 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, and whether satisfactory arrangements have been made for the payment of said amounts.
4. Upon successful completion of all work required by the contract, acceptance of same by Owner and filing of the affidavit required in this section, Contractor shall submit Application for Payment to the Engineer as to the entire amount of work performed and compensation earned by him.
5. Unless there is a dispute concerning subjects including, but not limited to, the compensation due to the Contractor, defects in the work, quality of the work, compliance with the Contract Documents, completion itself, or claims of the Owner, then within those payment terms outlined above in Section - General Terms and Conditions - Non-Professional Services, Paragraph J (1) (b) - "Payment" after receipt of the Final Application for Payment on the proper form signed by the Contractor and, in the case of a unit price contract requiring a survey, a final certified survey signed by a licensed surveyor or engineer, the Owner shall pay to the Contractor the amount stated therein, less all prior payments and advances whatsoever to or for the account to the Contractor. This shall be referred to as the Payment Date. In the event of disputes, this final payment shall be made within thirty (30) days after the resolution of the last unresolved dispute, except in instances where further appropriations are required, in which case, payment shall be made within thirty (30) days after the effective date of such appropriation by the Owner, but not less than those payment terms outlined above in Section - General Terms and Conditions - Non-Professional Services, Paragraph J (1) (b) - "Payment". All prior estimates and payments including those relating to extra work may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any Application 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 fifteen (15) days after receipt of the Application for Payment by the Owner from the Contractor, and as otherwise specified herein.
6. No final certified survey issued by a licensed surveyor or engineer, and no payment, final or otherwise, nor partial or entire approval of the work by the Owner, shall be acceptance of any work or materials not in accordance with this contract, nor shall the same relieve the Contractor of responsibility for faulty materials or workmanship or under the contract or the Standard Performance Bond or the Standard Labor and Material Payment Bond.

**JJ. PAYMENT:**

Payment shall be made by the Owner to Contractor on a monthly basis for work completed in the contract. The Project's form of Application for Payment to Contractor to be used for billing purposes is indicated in the Project Manual. Upon Contractor's completion and acceptance of same by the Engineer of any portion of the contracted work, and upon Contractor's submission of a properly itemized Application for Payment and in accordance with all other terms herein, up to a maximum 95 percent of the Application for Payment will be authorized for payment. The remaining 5 percent of the contract work, or as otherwise specified herein, will be authorized for payment only in accordance with all other terms herein.

Note, in the event(s) that the Project's Final Completion Notice is issued, qualified with incomplete Contract work remaining, for example, but not limited to, vegetative establishment, the Owner reserves the right to withhold all or part of the Project's full retainage, if deemed necessary, at the discretion of Owner.

The final payment, which shall include the Project's retainage less any amounts due the Owner, shall not become due until the Contractor has conducted all such Contract work to an acceptable completion state, as defined herein, to full satisfaction of Owner and has delivered to the Owner a properly executed "Final Affidavit of Payment of Claims" in accordance with the above Paragraph II (3) – *"Application for Payment."*

All payments will be made under normal operating procedures of the Owner, and as specified herein.

## **ADDITIONAL SPECIAL CONDITIONS - FEDERAL REQUIREMENTS**

**Revised: April 2012**

A. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply, on all contracts in excess of \$10,000, with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

B. COPELAND "ANTI-KICKBACK" ACT

The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Owner shall report all suspected or reported violations as provided in the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR, Part 3).

C. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy Act and Conservation Act (P.L. 94-163).

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 37-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

E. CLEAN WATER ACT AND CLEAN AIR ACT

The Contractor shall comply, on all contracts or subcontracts in excess of \$100,000, with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act (42 U.S.C. §1857 (h) and Section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). Violations shall be reported to the EPA Assistant Administrator for Enforcement.

F. OCCUPATIONAL SAFETY AND HEALTH ACT

The Contractor shall comply and be held liable for any infraction of PL 91-596, 29 CFR or 30 CFR on the Contractor's part, which result in citations or fines from any local, state, or federal agency. Actual costs involved will require satisfaction by the Contractor to the Owner and any local, state, or federal agency, as applicable.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The Contractor shall comply and be held liable for any infraction of 2CFR Part 175. The Contractor, Contractors' employees, subcontractors or subcontractors' employees may not 1). Engage in severe forms of trafficking in persons during the period of time that the award is in effect; 2). Procure a commercial sex act during the period of time that the award is in effect; or 3). Use forced labor in the performance of the award or subawards under this contract. If a violation occurs, this contract will be terminated without penalty.

H. BUY AMERICAN ACT

The Contractor shall comply and be held liable for any infraction of The Buy American Act (41 U.S.C. 10) that provides that the government give preference to domestic end products. Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products. Domestic end product, as used in this clause, means an unmanufactured end product mined or produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraph (b)(2) or (3) of this

clause shall be treated as domestic. End products, as used in this clause, means those articles, materials, and

The Contractor shall deliver only domestic end products, except those:

- (1) For use outside the United States; produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
- (2) That the government determines are not mined supplies to be acquired for public use under this contract;
- (3) For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines that domestic preference would be inconsistent with the public interest; or
- (4) For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines the cost to be unreasonable (see Sec. 12.715).

I. ALL OTHER CERTIFICATIONS

Contractor assures and certifies to the Owner that it is, to the best of its knowledge and belief, in compliance, and will continue in compliance, and it will require that its sub-contractors conform, to the following Acts, as amended:

- 1) State and Local Government Conflict of Interests Acts;
- 2) General Assembly Conflict of Interests Act;
- 3) Virginia Freedom of Information Act;
- 4) Virginia Fair Employment Contacting Act;
- 5) Virginia Governmental Frauds Act;
- 6) Virginia Public Procurement Act;
- 7) Virginians with Disabilities Act;
- 8) Americans with Disabilities Act;
- 9) Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871);
- 10) Federal Immigration Reform and Control act of 1986; and
- 11) Federal statues relating to nondiscrimination, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (prohibits discrimination on the basis of race, color or national origin);
  - b. Title IX of the Education amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) prohibits discrimination on the basis of sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C., Section 794) prohibits discrimination on the basis of handicaps;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C., Sections 6101-6107) which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C., Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and/or any other

nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and the requirement on any other nondiscrimination statute(s) which may apply to the AML PILOT AWARD or this agreement.

- 12) Federal Lobbying Act, 31 U.S.C.A., Section 1352 (entitled, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, and the Virginia Lobbying Disclosure and Regulation Act, Sec. 2.1-779 through 2.1-794, Code of Virginia, 1950 as amended, including, without limitation, obtaining and delivering to the DMME all necessary certification and disclosures.
- 13) Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
- 14) Hatch Act (5 U.S.C., Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.
- 15) Flood Insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 16) Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project's consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C., Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C., Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 17) Wild and Scenic Rivers Act of 1968 (16 U.S.C., Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 18) The Subrecipient shall assist the Owner in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 19) 40 CFR 122-EPA Storm Water Regulations; PL 92-500, Section 404 - Utility Crossings of Navigable Waters - U.S. Army Corps of Engineers; Code of Virginia, Title 10.1, Chapter 5, Article 4 – Erosion and Sediment Control Law – Soil and Water Conservation Commission; VR 625-02-00 – Erosion and Sediment Control Regulations; Code of Virginia, Title 62.1, Chapter 3.1, Article 44 – State Water Control Law; VR 680-15-02 – Virginia Water Protection Permit; Code of Virginia, Title 62.1, Chapter 3 – Sub-aqueous Bed Permit – Marine Resources Commission.

# STANDARD PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. A copy of which is hereto attached and made a part of hereof for the construction of:

## Mount Rodgers Place – Bristol, Virginia

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

*Performance Bond: Page 1 of 2*

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of contract or to Work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this is the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
**(Principal Secretary)**

\_\_\_\_\_  
**(Principal)**

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**A. Witness as to Principal**

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**Surety**

ATTEST:

By \_\_\_\_\_  
**Attorney of Fact**

\_\_\_\_\_  
**B. Witness as to Surety**

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**(Address)**

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**COMMONWEALTH OF VIRGINIA  
STANDARD LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, the Contractor (“Principal”) whose principal place of business is located \_\_\_\_\_ and \_\_\_\_\_ (“Surety”) whose address for delivery of ‘Notices’ is located at \_\_\_\_\_ are held and firmly bound unto the Commonwealth of Virginia, \_\_\_\_\_, the Owner (“Obligee”) in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 Mount Rodgers Place – Bristol, Virginia.

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 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. Any claimant who has a direct contractual relationship with the Principal and who has performed labor or furnished material in accordance with the Contract documents in furtherance 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 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 ninety (90) 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 \_\_\_\_

\_\_\_\_\_  
*Contractor / Principal* (SEAL)

\_\_\_\_\_  
*Witness*

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
*Surety* (SEAL)

By: \_\_\_\_\_  
*Attorney-in-Fact*  
Typed Name: \_\_\_\_\_

**AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT**

COMMONWEALTH OF VIRGINIA  
(or alternatively, Commonwealth or State of \_\_\_\_\_ )

CITY of \_\_\_\_\_

I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing labor and material payment bond in the sum of \_\_\_\_\_ and dated \_\_\_\_\_ and which names the Commonwealth of Virginia, \_\_\_\_\_, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of \_\_\_\_\_, a \_\_\_\_\_ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the above Surety's act and deed

She/he has further certified that her/his Power of Attorney has not been revoked.  
[Complete if Power is recorded: Clerk's Office: \_\_\_\_\_;  
Deed Book/Page No. or Instrument No.: \_\_\_\_\_.]

Given under my hand this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public* (SEAL)

My name (printed) is: \_\_\_\_\_  
My registration number is: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
*Attorney General/Designee* Date

**CERTIFICATE OF GRANTEE/ BORROWER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the  
duly authorized and acting legal representative of \_\_\_\_\_  
\_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_

Date: \_\_\_\_\_

# NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Mount Rodgers Place – Bristol, Virginia** located in Bristol, Virginia.

The OWNER has considered the BID submitted by you for the above-described Work in response to its Advertisement for Bids and Instructions for Bidders dated \_\_\_\_\_, 20 \_\_\_\_\_,

You are hereby notified that your BID has been accepted for the Work in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) in accordance with the Contract Documents.

Enclosed is the Owner/Contractor Construction Contract with respect to the above Project. The purpose of this letter is to provide you (“CONTRACTOR”) immediately with an authorization of award of the Project. It is imperative now, however, that you *timely* provide, before construction on the Site can begin, back to the OWNER’S office, with all complete contract documents in accordance with Specification Section 01 1000 as specified in the Contract Documents.

You are also required by the Instructions for Bidders to return specific such required documents, complete in all aspects, within ten (10) calendar days from the date of this Notice to you.

If you fail to return the above documents, complete and fully acceptable to the OWNER, within ten (10) calendar days from the date of this Notice, said OWNER reserves the right to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

Construction should not commence, and in no event will any CONTRACTOR Application for Payment against Project be accepted by OWNER, nor shall OWNER assume any responsibility or liability or any other financial commitment to CONTRACTOR, until the above items have been provided to and accepted in full by OWNER.

You are required to sign and immediately return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

If you should have any questions, please do not hesitate to contact me at (276) 964-4915. We look forward to working with CONTRACTOR on this Project.

Sincerely,  
OWNER

Brian Beck  
CEO

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

# NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Mount Rodgers Place – Bristol, Virginia** located in Bristol, Virginia.

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_\_, and you are to complete the Work in accordance with the Contract Documents within \_\_\_\_\_ (\_\_\_\_\_) consecutive calendar days thereafter.

You are required to immediately return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

TO OWNER: PROJECT: \_\_\_\_\_ APPLICATION NO: \_\_\_\_\_ Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_  
 OWNER - Reviewed, accepted and approved for Payment: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
 Application is made for payment, showing below, in connection with the Contract, Continuation Sheet, AIA Document G702, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
2. Net change by Change Orders ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE ..... \$ \_\_\_\_\_  
 (Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_% of Completed Work ..... \$ \_\_\_\_\_  
 (Columns D + E on G703)
  - b. \_\_\_\_\_% of Stored Material ..... \$ \_\_\_\_\_  
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ \_\_\_\_\_

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ \_\_\_\_\_  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES by Change Order</b>		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO.:  
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)						

SAMPLE FORMAT





**Contractor's/Vendor's Affidavit  
of  
Release and Waiver of Liens for Payment**

**Owner/ Lien Holder:** Appalachian Agency for Senior Citizens  
216 College Ridge Road  
PO Box 765  
Cedar Bluff, Virginia 24609

**Contractor/Vendor:** \_\_\_\_\_  
\_\_\_\_\_

**Project:** Mount Rodgers Place – Bristol, Virginia

**Contract:** \_\_\_\_\_

-----  
**State of:** Virginia  
**City of:** Bristol

The undersigned is a Contractor/Vendor, or other person, corporation, partnership or other entity furnishing services, labor and/or material in the construction or repair of improvements upon real estate owned by the Appalachian Agency for Senior Citizens and described as follows: Mount Rodgers Place – Bristol, Virginia.

In consideration of the sum of \_\_\_\_\_ paid or to be paid to the undersigned, receipt and sufficiency of which is hereby acknowledged and other payments and benefits and accruing, the undersigned, including all Sub-Contractors, all Sub-Vendors of materials and equipment, and all performers of Work, labor, or services, collectively, "Parties", do hereby waive, release and quitclaim in favor of the Owner/Lienholder of said real estate, as improved, each and every party making a loan on said real estate and any title insurance company insuring title to said real estate and their respective and collective successors and assigns, all right or claim that the undersigned and Parties, who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner/Lienholder arising in any manner out of the performance of the Contract referenced above.

It is understood and agreed that this waiver and release is for all services rendered, work done and materials furnished prior to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner/Lienholder or their/its property might in any way be held responsible or encumbered. Furthermore, to and including said date, the undersigned further certifies that all Parties claiming under him/it have been paid or payment(s) will be paid in full to said date.

This Release and Waiver of Liens for Payment cover Progress Payment No \_\_\_\_ through \_\_\_\_\_ for the Contract referenced above.

**EXCEPTIONS:** *(Note if any)*

\_\_\_\_\_

**Contractor/Vendor:** \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed Name and Title)*

Subscribed and sworn to before me on this date:

SEAL

Notary Public: \_\_\_\_\_

Virginia Notary Registration: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

 **AIA® Document G707™ – 1994**

**Consent of Surety to Final Payment**

<b>PROJECT:</b> <i>(Name and address)</i>	<b>ARCHITECT'S PROJECT NUMBER:</b>	OWNER <input type="checkbox"/>
	<b>CONTRACT FOR:</b>	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i>	<b>CONTRACT DATED:</b>	SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Attest:  
(Seal):

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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**PROJECT MANAGEMENT**

## SECTION 01 1000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Project Schedule
  - 3. Type of the Contract.
  - 4. Use of premises.
  - 5. Work restrictions.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project: Mount Rodgers Place – Bristol, Virginia
  - 1. Project Location: 180 Bristol Road East, Bristol, Virginia. A 0.68-acre tract of land in the northwest quadrant of the US I-81 / Bonham Road Exit 7 Interchange in Bristol, Virginia. A complete interior building demolition and re-construction of new adult day care facility with new 476 sf block addition onto rear of the building and associated site work. Total Project buildout totaling approximately 7,495 square feet.
- B. Owner: Appalachian Agency for Senior Citizens Office  
216 College Ridge Road  
Cedar Bluff, Virginia 24609  
(276) 964-4915  
ATTN: Brian Beck, CEO  
  
Owner's On-Site Representative: Jackie Ray  
(276) 210-2517

C. Description of the Project:

1. Background for Mount Rodgers Place – Bristol, Virginia:
  - a. The Appalachian Agency Center for Senior Citizens (Owner) recently acquired a 0.68-acre tract of land in the northwest quadrant of the US I-81 / Bonham Road Exit 7 Interchange in Bristol, Virginia.
  - b. The Project Site is a former commercial business site with a one-story, cmu block structure originally constructed in 1979 w/ masonry sill-height veneer on front elevation, parged stucco finish exterior bearing walls. Similarly constructed additions had been added on to original structure. Floor is a concrete slab-on-grade with rubber roof. Structure overall exterior dimensions approximately 95' x 104'. Existing asphalt paved parking on site. Facility is currently ADA-accessible from front elevation.
2. Design Documents: Owner has contracted with various design professionals to provide professional design, bidding and construction contract administration services assistance for this Project. Contract Documents documenting proposed work have been developed for Contractor's use on the Project. Construction is expected to commence in Summer 2024 immediately following the competitive bidding of the Project.
3. Construction Summary of Work: The Work includes complete interior building demolition, re-construction of new adult day care facility with new 476 square foot masonry foundation and wood-framed addition onto rear of the building. Repair / replace existing asphalt paving and create a new transport bus access drive lane and drop-off at new exterior front entry canopy. Includes all associated subbase, base and surface wearing courses, asphalt paving, drainage, storm water drainage and erosion and sediment control, and associated site-related items for Project. More specifically, but not limited to, the following:
  - a. All utility buried and overhead infrastructure to be reworked and layout and installation of proposed buried and overhead infrastructure throughout the Project
  - b. Work will include the Site's overall erosion and sediment control features and structures indicated in the Contract Documents, expected in standard good practices and as may otherwise be required by local regulatory authorities.
  - c. Work includes construction of two retaining walls, both of the RED-ROCK System
    - a. Both walls shall be provided by Contractor as complete turnkey design-build engineered wall systems as specified herein and included in Contractor's BASE BID LUMP SUM Fee on the Bid Form.
    - b. Due to its location and expected work along the existing creek edge, REDI-ROCK Wall No. 2 Work will require Contractor to

provide a designated ALLOWANCE on the Bid Form, specifically dedicated to this Wall No. 2, and within his BASE BID LUMP SUM Fee.

- i. Such ALLOWANCE shall provide for complete delivery of this No. 2 Wall System *inclusive of any and all* special permitting, submittals and review processes as may be required by the applicable regulatory authorities.
  - ii. Contractor shall be responsible for investigating and pre-coordinating all submittal and approval requirements as may be required from all applicable regulatory authorities *prior to his submission of his Bid*.
  - iii. All cost associated with such *shall be included* with in this Wall No. 2 ALLOWANCE.
- c. Contractor shall provide complete shop drawings plans designed and sealed by an engineer licensed in Commonwealth of Virginia for Owner general review relative to design intent. Contractor shall remain responsible for all such Wall No. 1 and No. 2 design engineering.
  - d. Both walls shall also include the engineering design consideration of the specified fencing and guardrail systems noted in the plans.
- d. Project's geotechnical investigation completed by Owner was limited to the proposed new addition building structure assessment only. Project's Geotechnical Report is available upon written request to Owner – geotechnical reports are *not considered part of the Contract Documents*.
  - e. Tree Trimming, Protection and Removal, as further defined herein, is the responsibility of Contractor.

D. Contractor's Work:

1. Proposed work will include all necessary building and site development construction, coordination of all sub-contractors and vendors, inspections, testing and certifications and completion of Contractor's Work to deliver a complete project as described herein. Detailed description of the proposed work is outlined in the Contract Documents.
2. Contractor shall furnish all labor and materials including but not limited to all materials, miscellaneous materials, superintendence, labor, equipment, transportation, and shall execute, construct, and finish the Project, in an expeditious, substantial and workmanlike manner to the satisfaction and acceptance of all regulatory agencies having governance over the Work and the Owner.
3. Contractor is responsible for ensuring all Work is conducted in a safe manner using proper equipment; that all employees and subcontractors be familiar with the Project's property limits, Project's Limits of Work, other perimeter boundaries in and around the Project, location of gas wells/pipelines, utility lines/poles/towers, or other structures which may be impacted by the construction activities.

- a. Contractor shall be fully responsible for all timely and proper contact coordination with/through “Miss Utility of Virginia”, where applicable, at 800-552-7001.
  4. In the event of an injury or fatality (from the Project’s activities), proper notification shall be immediately made to the Owner and, as applicable, to the appropriate office(s) of the Virginia Department of Labor and Industry - Occupational Safety and Health Compliance (OSHA) and/or the State Fire Marshall.
- E. Contract Documents: Contractor may obtain electronic .PDF set of Contract Documents from Owner upon request.
1. Contract Documents - Project Manual and Plan Sheets.
  2. Other Contract Documents as to be issued by Owner during Project.

#### 1.4 PROJECT SCHEDULE

- A. Schedule Duration: Also Contract Time as specified in the Instruction for Bidders.
- B. Contractor’s submission of a Bid shall confirm Contractor’s acceptance of the Schedule timetable provided by Owner in the Instruction for Bidders. As such, Contractor shall be responsible for developing complete, detailed timeline of Contractor’s construction sequencing operations, schedule and coordination thereof Contractor-required submittals and approvals and Contractor’s executing and implementing of such approvals all within Contractor’s Project Schedule.
1. Submit Project Schedule to Owner for review and approval
  2. Provide updated Project Schedule throughout Project to Owner upon request.
- C. Schedule shall consider timeline for Project closeout all within the time of the Schedule.
1. Owner shall issue a Notice of Substantial Completion and Punchlist near the end of the Project. Contractor shall utilize such Punchlist in completing all Work on Site and FULLY closing out the Project to Final Completion on time and all in accordance with the Contract Documents.
  2. Such issuance of the Substantial Completion Notice and all ensuing and necessary schedule time between Substantial Completion Date and date of Owner’s issuance of the Final Completion Notice shall all be considered by Contractor, and included as part of the Total Project Schedule duration specified in the Instructions to Bidders.
  3. In terms of the duration of the Project Schedule, for the time period specified in the Instructions to Bidders, Final Completion for the Project shall be deemed effective upon Owner’s issuance of the Project’s Final Completion Notice *without a punchlist*.
- D. Contractor’s Schedule shall include, at the minimum, the following:
1. Notice of Award Date
  2. Contractor time for assembly / submission of the Owner-Contractor Construction Contract Agreement and Project Schedule

3. Construction Notice to Proceed Date
4. Contractor's Mobilization Time
5. Site and Building Demolition
6. Curb & Gutter
7. Storm Sewer Infrastructure
8. Water Infrastructure
9. Sanitary Sewer Infrastructure
10. Retaining Walls design, permitting and construction
11. Revegetation & Final Landscaping
12. Substantial Completion Date
13. Final Completion Date
14. Other
  - a. Owner Review Periods: Contractor shall program in a default time length of five (5) business days for any required Owner required reviews and/or approvals.
  - b. Other Regulatory or Permitting Submissions: Contractor responsible to coordinate *prior to Bid* and directly with and obtain recommended review and approval time frames from such entities for Contractor's understanding in programing such timing into Contractor's Project Schedule.
  - c. Delineation of Contractor's critical path shall be identified with such critical tasks into the Project Schedule.
  - d. Contractor shall program localized weather and time of year work operations into Project Schedule for consideration and planning.
  - e. Other schedule delineations as may be required by Owner.

E. Contractor is responsible to ensure that Contractor is timely prepared and fully ready for Owner to issue the Construction Notice to Proceed not more than forty-five (45) calendar days following Owner's issuance of Award to Bidder. Such shall include, but be not limited to, Contractor's timely submission to and full acceptance by Owner of the following:

1. Owner-Contractor Construction Contract Agreement executed and returned.
2. All required Owner-Contractor Construction Contract Agreement supporting documentation, including, but not limited to, bonds, insurance certificates, complete insurance endorsements, all as submitted and accepted by Owner.
3. Copy of all Contractor and subcontractor valid and currently-active business licenses to perform work within the City of Bristol-VA; documentation noting such has been completed and paid shall be submitted to and accepted by Owner.
4. Project Schedule.
5. Project Schedule of Values for Contractor's monthly payment applications.
6. Other documentation as may be included as part of the Contractor's pre-contract requirements and attached with Owner's issuance of the Notice of Award.

## 1.5 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.



B. Work by Owner or Others:

1. Contractor shall be responsible to coordinate all work as specified in the Contract Documents and with Work by Owner and Others, as applicable, to best accommodate overall Project schedule as developed by Contractor.
2. Work by Owner. Owner will:
  - a. Furnish the Site and Building in an “as is” condition.
  - b. Coordinate and install new electrical service to the Building. This work will all be completed by Owner and local utility prior to any commencement of Contractor’s Work on the Project.
  - c. Provide limited area on site for storage purposes and for the Contractor’s temporary offices, parking, sanitary stations and tool and storage sheds. The Contractor shall be responsible to make and maintain all access and security for / to such facilities.
  - d. Furnish all design and detail plans necessary to complete the Work. Electronic .PDF copy of the Contract Documents are available from Owner upon request. *Contractor is responsible for all such printing and distribution*, if desired or required, of such Contract Documents; all such costs shall be considered by Contractor and included in his Bid.
  - e. Designate in the field the manner in which the work is to be performed, as conditions warrant, if not detailed in the Contract Documents.
  - f. Furnish equipment, products and materials as specified herein for Contractor installation.
  - g. Inspect the work during its progress for Contractor’s progress and compliance with and in accordance with the Contract Documents. No work will be considered completed until accepted and approved by the Owner and other regulatory or other local authorities having jurisdiction.
3. Work by Others:
  - a. Other contractors as may be contracted directly by Owner.
  - b. Contractor shall be responsible for coordinating and scheduling with Owner and Other contractors with Contractor’s installed work. In case of conflicts or otherwise concerns, Contractor shall be responsible to coordinate with Owner.

1.6 USE OF PREMISES

- A. General: Contractor shall have use of premises for construction operations wholly within the defined Project Limits of Work.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Driveways and Entrances: Keep access drives, parking, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

2. Contractor Use of Site:
  - a. Evidence of Pre-Bid Examination of Site of Work: Contractor's submission of Bid will be considered conclusive evidence that Contractor has made a reasonable site investigation of the Project Site. Contractor shall have access to Site for investigation prior to submission of Bid upon requesting and receiving permission from Owner to access Site. Such reasonable efforts shall include, but be not limited to:
    - i. Coordinating with local utility and operators of such serving the Project and hauling routes related to the performance of the Work.
    - ii. Coordinating all required permitting processes and review timelines with appropriate entities and into Contractor's Project Schedule.
    - iii. Conducted a reasonable examination of the Site of the proposed Work, the Contract Documents and other documents referenced therein, before submitting Bid.
    - iv. Satisfaction as to the nature, character, qualities, quantities, conditions and schedule to be encountered in performing the Work and the requirements specified in the Contract Documents, and has taken all such matters into consideration when submitting the Bid.
  - b. Construction Operations: Within "Project Limit of Work" as designated.
  - c. Arrange use of Site and premises to allow:
    - i. Work by Others.
    - ii. Provide access to and from site as required by Law and by Owner.
    - iii. Do not obstruct roadways, sidewalks, adjacent property access/parking or other public ways without permit.
  - d. Utility Outages and Shutdown:
    - i. Prevent accidental disruption of utility services to other facilities.
3. Contractor's disturbance of area outside the Project's Limit of Work shall be wholly at Contractor's expense and responsibility to restore, repair, make new or replace as needed to not less than existing conditions, all as shall be considered to be inclusive within Contractor's Bid.

## 1.7 WORK RESTRICTIONS

### A. General:

1. Starting construction before all approval(s) are received may result in a stop work order. Contractor responsible for all such delays / costs as may be affected due to such pre-start site operations.
2. All work shall be done in accordance with applicable city, county and state ordinances and code. Contractor shall comply with all regulations as outlined in the Commonwealth of Virginia's Code of Virginia, Paragraph 54.1-112.
3. Contractor shall be responsible to obtain and pay for all permits, license, fees, inspections, etc.

4. Contractor shall ensure the safety of the public and workers in or around the construction site. Contractor shall examine the area around and below the Project site for unstable rock, debris and other hazards to safety.
5. Continuously maintain adequate weather and fire protection of all Contractor's work from damage and shall protect property from damage or loss arising in connection with this Contract. The Contractor shall make good any such damage or loss.
6. Comply with the provisions of the "Occupational Safety and Health Act of 1970", Public Law 91-596, 29 CFR and 30 CFR; and 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 (1950), as amended, as well as all other Federal, State and Local statutes, as may be applicable to Contractor's Work. The Contractor shall be held liable to the Owner for any health and/or safety infractions, on the Contractor's part, which cause the Owner to receive a citation and/or fine from any local, state or federal agency. Actual costs involved will require satisfaction made, by the Contractor, to the Owner and all others, as may be applicable.
7. Contractor shall not be permitted to drive any crawler type equipment or rollers on any paved roads except on rubber tire floats or similar vehicles. The Contractor shall protect pavement when it is necessary to move such type of equipment across any paved roadway. Repair to the satisfaction of the Owner, at the Contractor's own expense to all affected parties of any damage to adjacent structures, utilities or property shall be Contractor's responsibility.
8. Comply with all local requirements and with the "Virginia Erosion and Sediment Control Handbook" (VESCH) by the Virginia Soil Conservation Commission to control erosion and sedimentation all in compliance with good practices.
9. Contractor shall be responsible to pre-review requirements and shall plan accordingly prior to Bid of all regulatory agencies and these Contract Documents requiring review and approvals, and develop Contractor's Project Schedule so as not to delay the start of or uninterrupted, continuance of work or Project Schedule as specified herein.
10. Provide all labor, equipment, etc. required to complete the installation shown in / on the Contract Documents.
11. All workmanship shall be high quality. Contractor shall be responsible for and provide all material as specified herein, but not less in quality and/or other minimum standards as further stated herein.
12. All material to be removed from the Property remains the property of the Owner. Material deemed neither salvageable nor desired by the Owner shall be removed off-site by Contractor and legally disposed all as shall be included as part of Contractor's Bid. Contractor bears sole responsibility of providing such off-site documentation of legal disposal, if required, upon request.
13. Contractor to provide all site and structure demolition within the Project's Limits of Work as necessary, for all work associated thereof for a complete project.
14. Traffic shall not be blocked or re-routed without written permission from City of Bristol-VA.

15. Work at/near the Project's Property Lines: Property lines indicated on Plans have not been field-surveyed, nor have property corners been set in the field by Owner. Contractor shall be responsible to ensure Contractors understanding and location of all Owner's property boundaries, to confirm and pre-coordinate with Owner regarding any required additional Owner-surveying necessary for confirmation of Owner's property lines / corners prior to commencement of Contractors Work at and near the Project's property lines. Contractor shall be responsible to locate such property corners and protect/maintain such throughout duration of the Project.
- B. On-Site Work Hours: Work shall be generally performed inside or on the existing site during normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except as otherwise may be permitted upon request to and acceptance by Engineer.
1. Weekend Hours: Coordinate with Owner.
  2. Early Morning Hours: Coordinate with Owner.
  3. Hours for Utility Shutdowns: Forty-eight (48) hours advanced notice to Owner required.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements as coordinated. See also Section 01 5000:
1. Notify Owner no less than 48 hours in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's, all affected neighboring properties and Operating Utility Provider's written permission.
  3. Do not proceed with City roadway or roadway right-of-way work without written approval of Owner and City of Bristol-VA. Contractor responsible for all such traffic control operations, pre-scheduling and pre-coordination so as not to delay or otherwise hinder Contractor's scheduled work operations.
- C. Tree Trimming Restrictions:
1. Contractor responsible to comply with any local, state or federal regulatory compliance and permitting regarding "Restricted Tree Clearing / Trimming" as may be limited to within certain time periods throughout the calendar year.
  2. Contractor responsible to comply with any local, state or federal regulatory compliance and permitting regarding work in or around the existing stream bed limits immediately west of the Project Site.
  3. Tree Protection:
    - a. Contractor shall be required to provide and maintain all tree protection throughout Site operations of all designated tree-save areas all in accordance with good landscape practices.

- b. Trees along the west side of the Project fully along the property line of the Project common with the stream bed shall be trimmed prior to new fencing installation.

1.8 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner all as delineated in the Contractor's project Schedule.

**ART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

3.1 SUBMITTAL PROCEDURES

- A. Electronic copies of Base CAD Drawings (*not Contract Documents*) of the Contract Drawings for Contractor's use in preparing submittals:
  - 1. General: At Contractor's written request to Owner, copies of Engineer's BASE CAD files (*not Contract Documents*) will be provided to Contractor for Contractor's use in connection with Project.
  - 2. Such electronic CAD files, upon Contractor's written request, shall be provided by Engineer to Contractor for Contractor's convenience; electronic CAD files are not considered Contract Documents.
  - 3. Neither Owner nor Engineer warrant or guarantee the accuracy of any such electronic CAD file(s) provided.
  - 4. Contractor's bear sole risk and all liability for use and interpretation of any electronic CAD file data provided.
  - 5. Neither Owner nor Engineer shall neither assume nor bear any responsibility for changes made to or misuse of Engineer's electronic CAD files provided to Contractor.
- B. Contractor is responsible for scheduling and to allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- C. Distribution: Contractor is responsible to furnish copies of final submittals to and coordinate directly with manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- D. Contractor's Review: Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents, all prior to submission to Owner for review and approval. Note corrections

and field dimensions. **Mark with Contractor's approval stamp before submitting to Owner.**

- 1) Submittal(s) received without Contractor's review, approval and stamp of acceptance will not be accepted.
  - 2) All time delays associated with such will be solely Contractor's as due to Contractor's incomplete and/or untimely submittal(s).
- E. Shop Drawings: Prepare an electronic PDF Copy of Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Engineer's CAD Drawings is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions
    - b. Identification of products
    - c. Fabrication and installation drawings
    - d. Roughing-in and setting diagrams
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
    - f. Shopwork manufacturing instructions
    - g. Templates and patterns
    - h. Schedules
    - i. Design calculations
    - j. Compliance with specified standards
    - k. Notation of coordination requirements
    - l. Notation of dimensions established by field measurement
    - m. Relationship to adjoining construction clearly indicated
    - n. Seal and signature of professional engineer if specified
    - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
- F. Application for Payment: Comply with requirements specified in Section 1200.
- G. Schedule of Values: Comply with requirements specified in Section 1200.
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, telephone number, E-mail and main contact person of entity performing subcontract or supplying products
  2. Number and title of related Specification Section(s) covered by subcontract
  3. Drawing number and detail references, as appropriate, covered by subcontract
- I. Contractor's Construction Schedule: Comply with requirements specified in Section 1000.

### 3.2 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, Contractor shall comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding; it is the Contractor's responsibility to timely bring any and all such issues to the attention of the Engineer and obtain Engineer's decision as to the true meaning and intention.
1. In absence of specific notes or specifications regarding products made reference to in these plans, all work shall be constructed per manufacturer's recommended standards of practice and generally accepted industry standard practices shall apply for preparation and application of these specified products and work in all applications of new and demolition work.
  2. Discrepancies between plans and specifications shall be interpreted according to the following hierarchy in the absence of further instructions from the Engineer.
    - a. Addenda override plans and specifications
    - b. Change orders or field orders override addenda, plans and specifications
    - c. The most restrictive condition shall apply in case of conflict between plans and specifications, between manufacturer's recommendations and industry standards of practice
  3. In the event of a conflict or inconsistency between the codes adopted by reference, the more stringent limitation or requirement shall prevail in all cases.
- B. Testing and Quality Control: This Section includes administrative and procedural requirements for quality assurance and quality control.
1. All such Contractor Testing & Inspection Services Work, including, but not limited to, field time, professional office time and oversight, laboratory and testing samples, services and fees, multiple mobilizations and demobilizations from job site based on Contractor's schedule and all labor, equipment, rentals and materials necessary to perform the Work, all of which shall be considered "Incidental" to any Contractor- or Project-required inspections and related services work as necessary to provide a complete and accepted Project by all regulatory agencies having jurisdiction.
  2. Contractor is responsible to understand and shall perform all surveying, observation, inspections, testing, reporting and certifications for this Project, as may be found herein and throughout the Contract Documents.
  3. Additional time and expense of the Contractor's testing & inspection services due to rework, re-testing and/or observation as a result of Contractors deficiencies, Owner's punch lists, regulatory agency(s) punchlist(s) or rework as may be specified by Owner or appropriate regulatory agency(s) shall be considered "Incidental" to Contractor's testing services.
  4. Owner reserves the right at any time to test Contractor's work.

- C. Erosion & Sediment Control and Stormwater Management: Plan and execute work by methods to control surface drainage from cuts and fills, form borrow and waste disposal areas. Prevent erosion and sedimentation.
1. An Erosion & Sediment Control Plan will be reviewed and approved by local regulating authority, City of Bristol-VA for erosion & sediment control permitting requirements for this Project. There are no stormwater management plans or stormwater permitting requirements from City of Bristol-VA for this Project.
  2. Minimize amount of bare soil exposed at one time.
  3. Provide temporary measures such as berms, dikes, and drains, to prevent water flow. Necessary precautions shall be taken by Contractor to insure against siltation of adjacent properties, streams, etc., all in accordance with VDOT's current standards or as prescribed by the VESCH, VDOT's Environmental Manual, DEQ, Corps of Engineers and the City of Bristol-VA.
  4. Comply with the Erosion & Sediment Control Notes for the Project.
- D. Geotechnical Reports:
1. Geotechnical Reports are not considered Contract Documents.
  2. The Geotechnical Reports on this Site, as provided by Owner for this Project, is made available to Contractor for informational purposes only.
  3. The opinions expressed in such Geotechnical Reports represent the Geotechnical Engineer's interpretation of the subsurface conditions, tests, and the results of analyses performed.
  4. Should the data contained in this report not be adequate for the Contractor's purposes, the Contractor may make, at his cost before bidding, independent exploration, tests and analyses. Contractor shall contact Owner to confirm access and approval to conduct such pre-bid investigation(s).
  5. Such Geotechnical Report .PDF copy may be obtained electronically by Contractor from Owner upon written request.
- E. Traffic Control: Contractor shall comply with all requirements of City of Bristol-VA traffic control and operations in and around City-roadways and rights-of-way. Contractor shall be responsible for all personnel and equipment necessary to implement any traffic control and operations as may be required by regulating authorities. Contractor shall be responsible for all means, methods and construction / placement / maintenance and final removal of all such proposed and approved procedures on and around Site.
- F. Asphalt Pavement Water Ponding tolerances: Top and final finish surface asphalt pavement course shall be installed to shed all water drainage on top of and across in all directions in smooth and even sheet flow.
1. Standing water, remaining longer than forty-eight (48) hours following an end to precipitation or wetting of the pavement, will be considered ponding water and will be unacceptable to Owner.



2. Contractor shall perform water test of pavement final finish surface to demonstrate such acceptable shedding and movement of water on top of and across pavement. Owner shall be present for such testing.
3. Unacceptable conditions, if found, will be repaired to Owner's satisfaction by Contractor at Contractor's expense.

**END OF SECTION 01 1000**

## **SECTION 01 2000 - PAYMENT PROCEDURES**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Schedule of Values.
- B. Procedures for preparation and submittal of applications for progress payments.
- C. Documentation of changes in Contract Price and Contract Time.
- D. Change procedures.
- E. Procedures for preparation and submittal of application for final payment.
- F. Payment Terms of items listed in Schedule of Values..

#### **1.2 SCHEDULE OF VALUES**

- A. Submit for Owner's review and approval the Schedule of Values within ten (10) business days after date of Notice of Award.
- B. Format: AIA Documents Application and Certificate of Payment G702 and Continuation Sheet G703 or Contractor's similar version as approved by Owner
  - 1. Contractor shall provide an Owner's review and approval line on the Application and Certificate of Payment as shown in the SAMPLE provided.

#### **1.3 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Terms:
  - 1. All Work shall be paid on a percentage complete basis as reviewed and accepted by Owner.
- B. Payment Period:
  - 1. Schedule of Values with applicable Application of Certificate of Payment must be approved by Owner prior to submission for Contractor's First Pay Application.
    - a. Mobilization Work shall not exceed 5% of the Base Bid amount.
  - 2. Payment Application Times: Progress payments shall be submitted to Owner on a monthly basis not later than the 3<sup>rd</sup> of the month, or as otherwise requested by Engineer. The period covered by each Application for Payment is one month, ending on the last day of the month.
    - a. Fully complete and properly-received, and fully ready for Owner's review

- and approval.
  - b. Contractor Pay Applications received and ready for Engineer to review after the 3<sup>rd</sup> of the Month may not be processed by Owner for payment until the following month.
  - 3. Affidavits and other supporting documentation as specified attesting to off-site stored products.
  - 4. Any other items as may be requested by Owner.
- C. Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from Contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
- 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
    - a. General Contractor.
    - b. All major and minor vendors and subcontractors as identified on Contractor's approved Subcontractor List.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner. Contractor to obtain SAMPLE format from Owner.
- D. Initial Application for Payment: Administrative actions and submittals that must be approved / accepted by Owner and precede submittal of Contractor's first Application for Payment shall include the following:
- 1. List of Subcontractors/Vendors to be utilized on Project.
    - a. Contractor shall be responsible to timely provide updated list of subcontractors, as may be applicable, if additional subcontractors/vendors are brought into the Project throughout Project, and prior to Contractor's request for payments on behalf of such additional subcontractors/vendors.
    - b. Contractor's request for payment(s) to previously unapproved Subcontractor / Vendor will be withheld or otherwise delay review of Contractor's Payment Application until Contractor submits and receives approval from Owner of an updated Subcontractor / Vendor List.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule
  - 4. Copies of permits.
  - 5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work i.e., business licensing).
- E. Application for Payment at Substantial Completion: After Owner has issued the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

- F. Final Payment Application: Submit Final Application for Payment with releases and supporting documentation in accordance with, including, but not limited, to the following:
1. All punchlist and Project closeout procedures have been completed and accepted by Owner as specified herein. Reference Section 01 7700 for a minimum listing of Project Closeout requirements and obligations.
  1. Updated final statement, accounting for final changes to the Contract Sum; an end-of-Project closeout change order, if necessary.
  2. Contractor's/Subcontractor's/Vendor's Affidavits of Final Release/Waiver of Liens.
    - a. General Contractor.
    - b. All major and minor vendors and subcontractors as identified on Contractor's approved Subcontractor List, and as otherwise may have been added in the course of Contractor's Work.
  3. Consent of Surety to Final Payment.

#### 1.4 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Owner will issue instructions directly to Contractor.
- B. Contractor may propose a change by submitting a request for change to Owner, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price, if any, and Contract Time, if any, with full documentation and a statement describing and justifying the effect on Work by separate or other contractors. Contractor shall be responsible to provide full information, as may be requested by Owner, as required for evaluation, inclusive of all expected Project credits / savings, if any, resulting due to such proposed change request.

#### 1.5 MEASUREMENT & PAYMENT

- A. The items listed in the Bid Form shall be considered as sufficient to complete Contractor's Work in accordance with the Contract Documents and as may otherwise be required as part of Contractor's Work to complete the Project.
- B. Contractor shall be responsible to coordinate and install all work items defined herein, unless specifically identified otherwise, and as may otherwise be specified in the Contract Documents and as may be required as part of Contractor's Work to complete the Project.
- C. Costs for items determined by Contractor to be necessary for completion of the job for which no pay item is listed in the Bid Form shall be deemed "Incidental" and included in Contractor's Bid. Any portion of the work not listed in the Bid Form shall likewise be deemed "Incidental" to be a part of the item which it is associated with and shall be included in the Contractor's Bid.

- D. Payment for the costs shown in the Schedule of Values shall be considered to cover the cost of all labor, material, equipment, rentals, clean up, shipping, handling and taxes, and performing all operations necessary to complete the work in place.
- E. Contractor shall invoice as work is completed and in accordance with the Schedule of Values and up to no more than a maximum of 95% of the Total Sum of any one Line Item in the Schedule of Values, unless otherwise noted, prior to Owner's issuance of Substantial Completion for the Project. On Contractor's next regularly scheduled pay application immediately following Owner's issuance of the Substantial Completion Notice, Contractor may only then invoice for 100% for those Schedule of Value line items as may then be approved by Owner.

**END OF SECTION 01 2000**

## **SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

##### **A. Changes to the Work:**

1. No additional work/fee will be accepted by Owner without written authorization having been previously issued by Owner prior to such work being performed.

##### **B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner.**

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change.
2. Indicate the effect of the proposed change on the Contract Sum and/or the Contract Time.
3. Include a list of quantities of products required or eliminated, with total amount of purchases and credits to be made.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Include costs of labor and supervision directly attributable to the change.

#### **1.5 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor consistent with the Project's Change Order format.
- B. Such approved work shall become part of the Contract Documents only upon full execution by Owner and Contractor.
  1. No requests for payment from Contractor for any change order related work will be accepted by Owner without a fully executed Change Order in place and the updated Schedule of Values as approved by Owner.

**END OF SECTION 01 2600**

## SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Lines of Communication
  - 2. Pre-Construction Conference
  - 3. Pre-Coordination Meetings
  - 4. Progress Meetings
  - 2. Requests for Interpretation (RFIs)

#### 1.2 COORDINATION

- A. Administrative Procedures: Contractor responsible for coordinating schedule and timing of required administrative procedures with other construction activities and the activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Coordination and distribution of Contract Documents
  - 2. Preparation and updates of Contractor's construction schedule
  - 3. Installation and removal of temporary facilities and controls
  - 4. Coordination and distribution of submittals and shop drawings
  - 5. Progress and Coordination Meetings
  - 6. Coordination of all inspections, tests and certifications to ensure conformance with the Contract Documents and for the purpose of delivering a complete Project as described herein.
  - 7. Contract and payment for testing and inspections specified herein by Contractor
  - 8. Coordinate disruptions of Owner's daily process throughout the construction project
  - 9. Contractors' requirements for permitting and approvals
  - 10. Job site safety
  - 11. Project closeout activities
- B. Permits, Fees and Taxes: All work shall be done in accordance with applicable city, county, and state ordinances and code. Contractor shall be responsible for and payment of all permits, fees, licenses, utility connections, inspections, and taxes associated with construction of the project.

- C. Laws and Ordinances: Contractors are hereby notified that they shall properly comply with any City of Bristol, Virginia and Virginia State laws governing their respective trades. All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the construction contract throughout.
- D. On-Site Utilities: Owner has City water and the Project's electrical service on site and available for Contractor use.

### 1.3 PROJECT MEETINGS

- A. Pre-Construction Conference: Contractor shall be responsible to be ready, with all submitted and approved Contractual Submittals in hand, for a Pre-Construction Conference before starting construction, but no later than forty-five (45) calendar days following Owner's issuance of Award to Bidder.
- B. Pre-Coordination Meetings: Conducted at Owner's or Contractor's request as may be needed throughout the Project.
- D. Progress Meetings: Monthly progress meetings or as otherwise coordinated with Owner.

### 1.4 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, Contractor is responsible to timely prepare and submit to the Owner a Request for Information (RFI) in the format or similar as specified.
  - 1. RFI's shall be submitted to Owner in writing and shall originate only with and through General Contractor. *RFIs submitted by entities other than General Contractor will be not be honored or acknowledged.*
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  - 1. Project Name / Date / Name of Contractor
  - 2. Drawing number and detail references, as appropriate
  - 3. Field dimensions and conditions, as appropriate
  - 4. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 5. Contractor's signature



6. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe need
  - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, and details of affected materials, assemblies, and attachments
- C. Hard-Copy RFI's: SAMPLE format of an RFI is provided at end of this Section.
- D. Owner's Action: Owner will review each RFI, determine action required, and return it.
  1. Owner's action may include a request for additional information, in which case Engineer's time for response will start again.
  2. Owner's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to 01 2600 "Contract Modification Procedures."
    - a. If Contractor believes that Owner's RFI response warrants change in the Contract Time or the Contract Sum, Contractor shall be responsible to notify Owner in writing within seven (7) calendar days of receipt of such RFI response.
    - b. Contractor's failure to timely submit such notice of Contract Time or Contract Price change shall void Contractors future request for such Contract Time or Contract Cost change.

Reference attached "Request for Information" Form.

**END OF SECTION 01 3100**

**REQUEST FOR INFORMATION**

PROJECT: \_\_\_\_\_

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

ATTENTION: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DRAWING NO. \_\_\_\_\_

SPECIFICATION  
REFERENCE: \_\_\_\_\_

**RFI – We request the following information / clarification:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

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

**ENGINEER RESPONSE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

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

## SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

#### 1.0 SECTION INCLUDES

- A. Mobilization and Demobilization
- B. Temporary sanitary facilities
- C. Security requirements
- D. Waste removal facilities and services
- E. Project identification sign
- F. Access roads
- G. Traffic signs, signals and management
- H. Maintenance

#### 1.1 MOBILIZATION AND DEMOBILIZATION

- A. Mobilization Work shall consist of the furnishing of all materials, labor, tools, equipment and incidentals necessary to mobilize and subsequently demobilize the construction preparatory operations, including, but not limited to, all temporary facilities, the movement of personnel and equipment to/from the Project Site, purchase and payment of performance and payment bond and other insurance premiums, payment of taxes, payment of permit fees and for the establishment of the Contractor's offices, buildings and other facilities, Contractor-required surveying support services, Project submittals required for Engineer review and approval, cleaning up the Site prior to demobilization, repairing damage and guarantee of workmanship, all as otherwise specified herein and as necessary to begin work for the Project.
- B. Mobilization Work consists of the mobilization onto and demobilization from the Project Site of the Contractor's forces and equipment necessary for performing the Work required to complete the Contract.
- C. Mobilization Work covers mobilization for work required by the Contract at the time of award. If additional mobilization costs are incurred during performance of the contract as a result of changed or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs shall be included in the price adjustment for the new items of work changed or added, all as part of Contractor's proposal for such upon review and acceptance by Owner.

#### 1.2 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures throughout the Project. Provide at time of Project mobilization.

#### 1.3 BARRIERS

- A. Provide safety barriers, watchmen, lights, barricades and signage, as may be needed, to

prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for Owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

- B. Protect non-owned vehicular traffic, stored materials, site, adjacent facilities and structures from damage.

#### 1.4 SECURITY

- A. Provide security fencing and facilities, as may be needed, to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

#### 1.5 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition. Remove trash from site periodically.
  - 1. The Contractor shall comply with all Department of Environmental Quality requirements concerning the use, handling and disposal of petroleum products, working in or near streams and wetlands, burning or releasing emissions into the air and disposal of solid waste and hazardous or toxic waste. The Contractor shall not put or spill any materials into any drainage system, which would pollute area streams or waterways.
  - 2. The Contractor shall be liable for any pollution caused directly or indirectly by the Contractor's employees or those of any subcontractors.

#### 1.6 PROJECT SIGN

- A. Project Sign: None specified by Owner at this time. Not part of this Project.

#### 1.7 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary facilities prior to Final Completion.
- B. Restore new permanent facilities used during construction to specified condition.
- C. Temporary use areas shall be reclaimed within the Project's Limits of Work. All temporary drainage means shall be removed, and all disturbed areas seeded, fertilized, limed and mulched as all in accordance with local erosion and sediment control standards.

#### 1.8 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, testing agencies, and authorities having jurisdiction.

## 1.9 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certification and permits.

## PART 2 PRODUCTS

### 2.1 TEMPORARY FACILITIES

- A. Temporary Field/Office, Equipment, and Construction Facilities: Provide as necessary to conduct effective and efficient field operations and management.
- B. Temporary Utilities & Services: All necessary installation, service charges, etc. of temporary site utilities to perform daily, required construction activities to include, but be not limited to, electric, water, sanitary, and phone, temporary lighting, and erosion and sediment control.
- C. Storage: Provide storage sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from structure and general storage in accordance with standard practices.
  - 2. Be completely familiar with the location and accessibility of various construction and storage sites to determine the best material and equipment handling methods for the orderly completion of the Work.

## PART 3 EXECUTION

### 3.1 MAINTENANCE

- A. Maintain existing site used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified condition.
- B. All maintenance thereof shall be considered as “Incidental Work” to Contractor’s Work and included as part of Contractor’s Contract Price with exception of stone placement both initial and ongoing maintenance stone, which shall be paid separately in accordance with these Contract Documents and based upon unit price as set in the Bid Form.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water & Sanitation Facilities: Provide temporary and maintenance thereof for toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Owner's power on site can be utilized by Contractor throughout construction.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction and as otherwise specified herein. Protect existing site improvements to remain.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- D. Temporary Support: Provide temporary supports as may be required during construction including, but not limited to, those necessary to ensure the stability of the proposed excavation and/or other features. Be responsible for shoring as required to prevent damage to any adjacent structures, utilities or property.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Not be permitted to keep within buildings or structures any stock of gasoline, kerosene, diesel fuel or similar flammable material. Any such flammables shall be stored in areas arranged by the Contractor, in a location as approved by the Engineer and in compliance with the Department of Environmental Quality's AST Regulations.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Temporary Fire Protection: Install and maintain temporary fire-protection of types

needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion. Complete, repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

**END OF SECTION 01 5000**

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed.
  - 1. Before construction, verify the location and points of connection of utility services.
  - 2. Before beginning work, investigate and verify the existence and location of such and other construction affecting the Work.
  
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
  - 3. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  
- C. Acceptance of Conditions: Contractor responsible to examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.
  - 1. Verify compatibility with and suitability of substrates.
  - 2. Examine site conditions for suitable conditions where products and systems are to be installed.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Contractor's commencement with the Work indicates Contractor's acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Existing Utility Information: Coordinate with authorities having jurisdiction.
  
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.



- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner promptly.
- B. Contractor's use of Engineer's CAD File:
  - 1. Available upon request.
  - 2. Engineer will provide Contractor with an AutoCAD Release Statement to be signed; upon Engineer's receipt from Contractor of an executed statement, Engineer will then forward such requested AutoCAD file to Contractor for Contractor's use on and only for this Project.
  - 3. Such CAD file is not part of the Contract Documents. Contractor assumes all risk and bears sole responsibility for any and all decisions, calculations and otherwise use and interpretation of any such electronic data/ results derived from such file.

### 3.4 FIELD ENGINEERING

- A. Identification: Plans show approximated property lines and corners; no property corners or site benchmarks have been set in the field.
  - 1. Property lines indicated on Plans have not been field-surveyed and property corners not set in the field by Owner. Contractor shall be responsible to ensure Contractors understanding and location of all Owner's property boundaries, to confirm and pre-coordinate with Owner prior to commencement of Contractors Work at and near the Project's property lines.
  - 2. If required, Owner shall be responsible to locate such property corners; Contractor shall be responsible to protect/maintain such throughout duration of the Project.
  - 3. Do not change or relocate existing benchmarks or control points without prior written approval of Owner. Report lost or destroyed permanent markers.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Sequencing of Site Operations: Contractor shall: be responsible for scheduling, expediting, directing, inspecting and coordinating the Work, including but not limited to, all pre-work submittals and approval requirements noted herein as part of the Work, so as to complete the Work within the Project Schedule. The Contractor shall immediately notify the Owner of any impending problems, which could delay the completion of the Work.
- E. Correction of the Work:
1. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in 01 7310 – "Cutting and Patching."
  2. Restore permanent facilities used during construction to their specified condition.
  3. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
  4. Replace any defective material furnished by the Contractor or any defective Work performed by the Contractor's forces at the Contractor's own expense.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and keep work areas orderly as needed to maintain safe working conditions. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with local authorities having jurisdiction for removal of combustible waste materials and debris.
  3. Do not bury man-made product material on site. Dispose of properly.

**END OF SECTION 01 7300**

## **SECTION 01 7310 - CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Refer to Project Manual and Plans for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### **1.2 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### **1.3 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Cut and patch construction in a manner that is consistent with industry standard practices. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner and to acceptance by Owner.

#### **1.4 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Prior to any cutting of existing roadway surfaces, Contractor shall review such removal and coordinate with Owner and operating authority prior to any such demolition work.
  - 2. Compatibility:
    - a. Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
    - b. Roadway patching shall be made in accordance with VDOT Standards and to acceptance and maintaining authority.
  - 3. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**END OF SECTION 01 7310**

## **SECTION 01 7700 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Substantial and Final Completion Procedures
  - 2. Record Documents and Closeout
  - 3. Site Cleaning / Restoration

#### **1.2 SUBSTANTIAL COMPLETION**

- A. Contractor shall schedule work to be substantially complete within the Contract Time and prior to Final Completion to allow full completion of all work and closeout documentation to be submitted to, reviewed and accepted by Owner, all prior to Final Completion and within the Contract Time.

#### **1.3 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting Final Inspection for determining date of Final Completion, complete the following:
  - 1. Submit a Final Application for Payment according to 01 2000 – “Payment Procedures.”
  - 2. Submit copy of Owner’s Substantial Completion inspection indicating list of items yet to be completed or corrected (punch list).
  - 3. Instruct Owner’s personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Owner will conduct a Final Inspection of any unfulfilled requirements. Owner may, at Owner’s discretion, withhold back a to-be-determined amount of Contractor’s retainage monies assigned specifically to each open item remaining unresolved until such is fully accepted by both Owner.

#### **1.4 RECORD DOCUMENTATION**

- A. General: Organize documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind documents in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11 inch (215-by-280-mm) paper.
2. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
3. Ensure entries are complete and accurate, enabling future reference by Owner.
4. Provide heavy paper dividers with plastic-covered tabs for each separate section. Mark tab, typed, to identify the section.
5. Identify each binder on the front and spine with the typed or printed title "PROJECT CLOSEOUT DOCUMENTS – Mount Rodgers Place–Bristol, Virginia Project Record Documents" and name of Contractor.

B. RECORD DOCUMENTS:

1. General: Record all changes to the work on a clean .PDF Plan Set; changes shall be legible, organized and noted in RED INK to indicate actual installation.
2. **Record Closeout Plan Set:** Contractor shall maintain a neat, record, redlined, readable set of approved construction documents throughout the Project and provide to Owner upon completion. Contractor shall provide on the cover sheet of his Record Plan set a signed certification statement with submission of his record documents as noted below:

\_\_\_\_\_ certifies that all work has been installed in accordance with the Contract Documents or as otherwise modified as approved by the Owner and as otherwise documented in Contractor's redlined set of Record Plan Set herein submitted as part of Contractor's Closeout Documents.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

3. **Record Closeout Manuals:** Contractor shall bind in a 3-ring binder(s).

A. Warranties, Guarantees and Bonds

- I. Warranties shall begin on the date of the Project's Date of Substantial Completion as issued by the Owner.
- B. Equipment O & M Manuals
- C. Spare Parts and Maintenance Materials of provided Equipment
- D. Final Affidavit of Payment of Claims and Release of Liens from:
  - I. Contractor, and
  - II. Each Supplier / Vendor / Subcontractor as listed in Contractor's approved Subcontractor List.
  - III. Each Supplier / Vendor / Subcontractor as Contractor had used as may not have been on the initial approved Subcontractor List.
- E. Landfill Records for record purposes indicating receipt and acceptance of hazardous wastes (asbestos-containing and lead-based paint contaminated material) by a landfill facility licensed to accept hazardous waste.
- F. Letters of Certifications: A written certification statement from Water Utility that these water infrastructure facilities have in their entirety been constructed, inspected and tested by Contractor and have been accepted into the Utility's water infrastructure system.
- G. All inspectors' final inspection certificate(s) of acceptance and the Certificate of Occupancy. Health Department acceptance certificate.
- H. Final Project Contact List of the Contractor's / Subcontractor's / Vendor's / Major Supplier's contact information, updated as required, to include: company name, trade / project role, mailing and physical address, project primary contact, phone (office -cell-fax) and email.
- I. Excess Material: All excess material as specified herein, organized and labeled.

## **PART 2 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Provide final cleaning.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:



1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances. Wash concrete and paved surfaces.
2. Remove petrochemical spills, stains, and other foreign deposits.
3. Prepare grounds that are neither planted nor paved to a smooth, even-textured surface.
4. Remove tools, construction equipment, machinery, and surplus material from Project site including manholes, vaults, trenches, ditches, etc.
5. Remove labels that are not permanent.
6. Contractor to provide independent professional cleaning service prior to Substantial Completion and completion of all construction work for a final overall cleaning of the space. Leave Project clean and ready for occupancy.
7. Change out all HVAC filters installed during construction; install new filters.
8. Remove waste materials from Project Site and dispose of properly.

**END OF SECTION 01 7700**