



**TOWN OF ABINGDON, VIRGINIA
TOWN COUNCIL MEETING
THURSDAY, JUNE 22, 2023 – 2:30 pm
TOWN HALL – COUNCIL CHAMBERS**

DRAFT AGENDA

Please note there will be an opportunity during the meeting for citizens to address the Town Council when the Mayor declares public comments open. We request that anyone addressing the Council sign up, approach the podium when called, state your first and last name, and provide your complete mailing address.

- A. WELCOME** – Mayor Pillion
- B. ROLL CALL** – Kim Kingsley, Clerk
- C. PLEDGE OF ALLEGIANCE** – Mayor Pillion
- D. APPROVAL OF AGENDA** – Mayor Pillion
- E. PUBLIC COMMENTS** – Please place your name on the sign-up sheet provided; comments are limited to three (3) minutes per person.
 - Town of Abingdon residents
 - Other public comments (e.g. property owners, organizations)
- F. PROCLAMATIONS**
- G. PUBLIC HEARING** - Please place your name on the sign-up sheet provided; comments are limited to five (5) minutes per person.
 - 1. Public Hearing - Easement is described as: *Access Easement for Parcel 7, The Meadows BEGINNING on a point located in the southerly right-of-way line of Cook Street (right-of-way varies), common corner between Parcel 7 of The Meadows Subdivision (Plat Book 79, Page 2), and Town of Abingdon Virginia property (Plat Book 80, Page 45); thence leaving said Parcel 7 and along said right-of-way line N65°47'10"E, 28.64; thence leaving said right-of-way line and crossing said Town of Abingdon Virginia property S24°12'50"E, 16.08 feet to the point of curvature of a curve; thence by a curve to the right having a radius of 54.50 feet, an arc length of 58.66 feet, a delta angle of 61°40'19", a chord bearing of S06°37'20"W, and a chord length of 55.87 feet to a point in the common line with said Parcel 7; thence along said line N24°12'49"W, 64.06 feet to the point of BEGINNING, containing 1,438.8 square feet, more or less.*
- H. RESOLUTIONS**
 - 1. Resolution granting easement is described as: *Access Easement for Parcel 7, The Meadows BEGINNING on a point located in the southerly right-of-way line of Cook Street (right-of-way varies), common corner between Parcel 7 of The Meadows Subdivision (Plat Book 79, Page 2), and Town of Abingdon Virginia property (Plat Book 80, Page 45); thence leaving said Parcel 7 and along said right-of-way line N65°47'10"E, 28.64; thence leaving said right-of-way line and crossing said Town of Abingdon Virginia property S24°12'50"E,*

16.08 feet to the point of curvature of a curve; thence by a curve to the right having a radius of 54.50 feet, an arc length of 58.66 feet, a delta angle of 61°40'19", a chord bearing of S06°37'20"W, and a chord length of 55.87 feet to a point in the common line with said Parcel 7; thence along said line N24°12'49"W, 64.06 feet to the point of BEGINNING, containing 1,438.8 square feet, more or less.

I. FIRST READING OF ORDINANCES

J. SECOND READING OF ORDINANCES

1. An Ordinance of the Council for the Town of Abingdon, proposing a budget, make appropriation for the current expenses, and to fix a tax rate upon real and personal property, for the fiscal year beginning July 1, 2023, and ending June 30, 2024. – ***Mike Cochran, Town Manager***

K. CONSIDERATION OF BIDS

1. Consideration of bid to Ken Construction for \$1,103,308 for Virginia Creeper Trail Trestle repairs – *Michael Surrent, Director of Public Works*

L. NEW BUSINESS

1. Discussion regarding First Amendment to Declaration of Restrictive Covenants and Reciprocal Access Easement Agreement (Marathon Realty and Town of Abingdon) – *Mayana Rice, Asst. Town Manager and Director of Community Development*

M. OLD BUSINESS

N. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

1. Request to transfer funds from the Abingdon Fire Department to the Abingdon Firefighter Foundation as a 501(c)3 – *Chief Tim Estes, Abingdon Fire Department*

O. COUNCIL MEMBER REPORTS

P. APPOINTMENTS TO BOARDS AND COMMITTEES

Q. CLOSED SESSION

R. ADJOURNMENT



**A RESOLUTION OF THE TOWN OF ABINGDON, VIRGINIA
APPROVING A PERMANENT EASEMENT ONTO THE TOWN'S RECREATION
FACILITY COMMONLY KNOWN AS THE MEADOWS SPORTS COMPLEX
TAX MAP NO. 105-A-39**

WHEREAS, the request for a permanent easement has been properly submitted to the Town and reviewed by the staff; and

WHEREAS, Article VI, Section 9 of the Virginia Constitution allows for permanent easements to be granted above approval by Town Council and recording with the Washington County Clerk; and

NOW THEREFORE BE IT RESOLVED by the Council for the Town of Abingdon:

The Council approves and certifies a permanent easement on Main Street along the frontage of Tax Map No. 105-A-39 for an area 1,438.8 square feet as proposed by the applicant's request to allow for a secondary access for commercial development, due to Parcel 7 (Tax ID 021-8-7) being encumbered by a round-about and associated traffic features.

PASSED and ADOPTED by the Council for the Town of Abingdon, Virginia at a regularly scheduled meeting of said Council on June 22, 2023.

TOWN OF ABINGDON, VIRGINIA

BY: _____
Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”) hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on June 22, 2023. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution was as follows:

Member	Attendance	Vote
Amanda Pillion		
Dwyane Anderson		
Wayne Austin		
Donna Quetsch		
Derek Webb		

WITNESS my hand and seal of the Town of Abingdon as of June 22, 2023.

(SEAL) _____
Kimberly Kingsley, Clerk

ABINGDON TOWN COUNCIL

Agenda Item Summary

MEETING DATE: June 22, 2023

**AGENDA ITEM:
Consideration of Bids**

ITEM TITLE: Virginia Creeper Trail Trestle Repairs

SUMMARY: The Town of Abingdon requested bis for repairing the Trestles along the Virginia Creeper Trail as defined in the Mattern & Craig Trestle Survey. Town staff met with the low bidder to revise the scope of the project and conduct Value Engineering to meet the estimated budget for the project.

PRIOR ACTION(S): Bid received March 2023, Bid outside of budgeted amount. Value engineering and scope revision to include multiple trestles and bring the project in budget allocation. Negotiations with low bid contractor to secure contractual services for the project.

FISCAL IMPACT: This project is funded through ARPA allocation by the Town Council. \$1,250,000.

STAFF CONTACT(S): Michael Surret, Director of Public Works, Kevin Worley, Project Manager

RECOMMENDATION: Award contract to Ken Construction for **\$1,103,308.00**

May 25, 2023
REV: June 12, 2023

TOWN OF ABINGDON PUBLIC WORKS

ATTN: KEVIN WORLEY

299 Kings Mountain Drive
Abingdon, VA 24210

RE: VIRGINIA CREEPER TRAIL

Structural Repairs for Trestle 4 and Associated Structures
Prosim PE#: 2022095

MR. WORLEY:

Pursuant to the requested value engineering of the subject project, Prosim Engineering, LLC (Prosim) and the low bidder, Ken Construction Company, Inc. (KCC), along with representative from the Town of Abingdon, have reviewed the contract drawings and provided input to reduce construction costs to bring the project within the allowable budget. These value engineering methods include revising repair details to provide cheaper yet sustainable repairs, reducing the repairs to critical items, and reviewing materials, logistics, and other areas that may help reduce the overall cost.

RECOMMENDATIONS

Prosim understands the Town would like to provide repairs to as many structures as possible with the allocated funding. Using the 2019 Mattern & Craig "Trestle Engineering Study", Prosim reviewed the critical repair items, including the "Immediate Action Item" tables for each trestle. These immediate action items were recommended to be repaired or replaced "...within 24 months of the submittal of this report."

To address as many of the critical repairs on multiple trestles, Prosim recommends limiting repairs to those elements listed in the immediate action item tables at Trestles 4, 5, and 6. Addressing the immediate action items on these three trestles reduces the likelihood of localized failures of trestle elements. Funding for future repairs and maintenance should be pursued to address other elements that will likely reach Condition State 0 (Failed or Imminent Failure) or 1 (Critical or Serious) within the next few years.

In addition to reduction of the overall scope of repairs, Prosim, KCC, and Town representatives revisited the drawings and repair details to potentially reduce repair costs. Prosim recommends the following repair revisions to provide repairs that reduce overall costs without sacrificing integrity:

- Trestle bent foundation repairs to use precast concrete members in lieu of cast-in-place concrete foundations

- The precast concrete members will allow placement on-site similar to the existing timber cribbing members. This solution allows a more sustainable repair by removing the ground-contact timber members and replacing with a longer-lasting concrete foundation. By using precast concrete, the units can be produced off-site and maneuvered into place within the existing footprint. The original cast-in-place option would require a much more labor-intensive process and result in similar conditions that can be achieved with precast.
- Simplified connection details at trestle bent repairs.
 - By reducing the overall number of fabricated steel connections and miscellaneous members, material and labor costs can be reduced.
- Lowering of steel retrofit over creek
 - The original drawings removed entire trestle bents over the creek, with the retrofit steel beams and girders elevated approximated 40-ft to bear the existing timber stringers. Lowering the steel retrofit to carry the upper half of the (4) trestles will help reduce steel costs and allow better (lower) fit-up conditions and accessibility for repairs.
- No cross-tie replacement
 - Cross-ties were not listed on the Mattern & Craig report as an immediate action item. Cross-tie replacement requires removal of all decking, sleepers, and guardrail, the majority of which are in good condition and do not require replacement. While some cross-ties could use replacement, replacement at this time is not necessary to maintain the integrity of the structure. Future repairs may need to require cross-tie replacement.
- Simplified vehicle bridge
 - The vehicle bridge is required to allow construction vehicles to access the full length of Trestle 4. Prosim recommends a simplified girder bridge that can be installed by the contractor in lieu of the pre-fabricated bridge.

COST ESTIMATE

KCC provided cost estimates based on the above repair revisions and VE items. Prosim reviewed and compiled the various estimate items in an effort achieve the Town recommendation of multiple trestle repairs within budget.

Trestle 4

Steel trestle bent retrofit over creek	\$278,000
Vehicle bridge and access road	\$333,260
Immediate action items (not including above)	\$264,928

Trestle 5

Immediate action items	\$94,500
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Trestle 6

Immediate action items	\$132,620
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TOTAL ESTIMATED PROJECT COST

\$1,103,308

The repairs recommended above reduce the overall project cost to within the allowable budget. Prosim recommends acceptance of the revised scope of work and repair revisions to allow KCC to repair Trestle 4, 5, and 6 along the Virginia Creeper Trail.

It is important to note that the VE items above address only the Immediate Action Repair Items for each trestle. There are several remaining members in need of repair at present or in the near future that are not addressed at this time. The 2019 Mattern & Craig "Trestle Engineering Study" recommended that Short-Term Action Items, which are not addressed in this contract, be repaired or replaced within 2 – 5 years of the report. It is likely that a number of Short-Term Action Items have deteriorated to the point of need for immediate repair. Some change orders may arise during repair work that address these now immediate repair needs. Due to the limited budget, Prosim recommends repairing Trestle 4, then 5 & 6. This allows the fullest repair of Trestle 4, which is the highest priority of the three trestles. Additional funding will need to be secured in the coming years to fully address the repair needs of all trestles on the Virginia Creeper Trail.

Please contact our office if you have any questions about the information contained in this letter.

Sincerely,

Prosim Engineering, LLC



PRESTON PIONK, PE
Project Engineer



BID TABULATION SHEET

PROJECT

Agency: Town of Abingdon

Project Title: VCT Struct. Repairs for Trestle 4 & Assoc. Str.

Project Code: PE2022095

Bid Opening Location: 299 Kings Mountain Dr. Abingdon, VA 24210

Bid Receipt: Date: 3/1/2023

Time: 2:00 PM

Bid Opening: Date: 3/2/2023

Time: 2:00 PM

Bid Opening Officer: Signature: Kevin W. Worley

Name: Kevin Worley

Bid Recording Officer: Signature: P. Pionk

Name: Preston Pionk

BIDDER:

Name:

Address:

Virginia License Number:

SCC License Number:

Debarred:

Ken Construction Company, Inc.							
3966 Cross Rds							
Lebanon, VA 24266							
2701036496							
3168085							
No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Yes	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Yes	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Yes	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a
Yes	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a	Yes No n/a

BID DATA:

Proposal Signed:

Work Papers Submitted:

Bid Bond or Cert. Check:

All Addenda Received:

(last addendum # issued: 2)

BASE BID:

	Amount	Rank	Amount	Rank	Amount	Rank	Amount	Rank	Amount	Rank	Amount	Rank	Amount	Rank	Amount	Rank
Base Bid - Part A	\$ 1,485,000.00															
Total Base Bid	\$ 1,485,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Bid Modifications (indicate+/-)																
Net Total Base Bid	\$ 1,485,000.00	1	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	

ADDITIVE BID ITEMS:

Additive Bid Item # 1 Amount >	\$ 191,450.00															
Cumulative Subtotal	\$ 1,676,450.00	1	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Additive Bid Item # 2 Amount >	\$ 147,200.00															
Cumulative Subtotal	\$ 1,823,650.00	1	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	

* - Cumulative Subtotal includes the Net Total Base Bid + all preceding Additive Bid Items

BID FORM

DATE:

3/1/2023

PROJECT:

VCT Structural Repairs for Trestle 4 and
Associated Structures

To: Town of Abingdon, Virginia
Public Works Department
299 Kings Mountain Drive
Abingdon, VA 24210

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated **January 20, 2023**, and the Addenda noted below, as prepared by **Prosim Engineering, Marion VA**, in the consideration of the following amount:

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

PART A.

Lump sum price for repairs on Trestle 4 of the Virginia Creeper Trail, complete, and in accordance with the Plans and Specifications:

PART A = One Million Four Hundred Eighty-Five Thousand Dollars (\$ 1,485,000.00)

ADDITIVE BID ITEM 1: Unit price for immediate action items to repair Trestle 2, complete, in accordance with the drawings and specifications is:

Trestle No. 2 - Immediate Action Items			
ACTION	MEMBER	LOCATION	REFERENCE DETAIL
Replace	Mud Beams	Bent Nos 2, 6, 13, & 16	Mud/Sill Beam Replacement Detail (4-S5.4)
			Dollars (\$ <u>48,000.00</u>)
Replace	Sill Beams	Bent Nos 2 & 10	Mud/Sill Beam Replacement Detail (4-S5.4)
			Dollars (\$ <u>28,000.00</u>)
Replace	Horizontal Brace	Bent No. 7	Replace In-Kind
			Dollars (\$ <u>5,200.00</u>)
Replace	Bent Cap	Bent No. 14	Cap Beam Attachment Detail (4-S5.5)
			Dollars (\$ <u>14,250.00</u>)
Replace	Longitudinal Diagonal Bracing	Spans 4, 7, 8, 9, 17, 18, & 20	Replace In-Kind
			Dollars (\$ <u>96,000.00</u>)

ADDITIVE BID ITEM 2: Unit price for immediate action items to repair Trestle 2, complete, in accordance with the drawings and specifications is:

Trestle No. 6 - Immediate Action Items			
ACTION	MEMBER	LOCATION	REFERENCE DETAIL
Replace	Sill Beams	Bent Nos 30 & 31	Mud/Sill Beam Replacement Detail (4-S5.4)
			Dollars (\$ <u>28,000.00</u>)
Replace	Post No. 3	Bent No. 11	Post Replacement Details (4-S5.6)
			Dollars (\$ <u>15,000.00</u>)
Replace	Post No. 4	Bent No. 11	Post Replacement Details (4-S5.6)
			Dollars (\$ <u>15,000.00</u>)
Replace	Post No. 1	Bent No. 16	Post Replacement Details (4-S5.6)
			Dollars (\$ <u>15,000.00</u>)
Replace	Horizontal Brace	Bent No. 26	Replace In-Kind
			Dollars (\$ <u>5,200.00</u>)
Replace	Girt	Bent No. 16	Replace In-Kind
			Dollars (\$ <u>6,000.00</u>)
Replace	Bent Caps	Bent Nos 9 & 25	Cap Beam Attachment Detail (4-S5.5)
			Dollars (\$ <u>28,500.00</u>)
Replace	Corbels	Bent Nos 29, 30, 32, 34, & 35	Corbel Attachment Detail (4-S5.5)
			Dollars (\$ <u>34,500.00</u>)

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

The bidder has relied upon the following public historical climatological records:
NWS Weather Forecast Office for Knoxville, TN.

Code of Virginia, § 2.2-4376.2 shall be applicable to the Work of the Contract.

The undersigned understands that time is of the essence and agrees that the time for Substantial Completion of the **BASE BID** project shall be **120** consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

Acknowledgment of Substantial Completion schedule as noted above: _____



Acknowledgment is made of receipt of the following Addenda: #1 Feb 15, 2023 / #2 Feb 22, 2023

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form (Commonwealth of Virginia Contract Between Owner and Contractor, Form CO-9) within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The undersigned certifies that it does not and shall not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens, or knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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

Either the undersigned or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner:

Darrin Morrison
Jeffery Morrison

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No.: 2701036496

Bidder: Ken Construction Company, Inc.
(Name of Firm)

Contractor Class: A

By: Darrin Morrison
(Signature)

Specialty: CBC, CIC, ELE, HAH, NIC
HVA, PLB, RBC

Valid until: 4-30-2024

FEIN/SSN: 54-1468690

Title: VP Operations

If General Partnership (List Partners' Names)

Business Address: Ken Construction Co., INC.

3966 Cross Rds

Lebanon, VA 24266

Telephone # 276-794-7346

FAX # 276-794-7347

If Corporation, affix Corporate Seal &
list State of Incorporation

State: Virginia

(Affix Seal)



Virginia State Corporation Commission ID No.: 03168085; or

If Contractor is a foreign business entity not required to be authorized to transact business in the Commonwealth under Titles 13.1 or 50 of the Code of Virginia, or as otherwise required by law, please provide an explanation as to why such entity is not required to be so authorized: _____

**COMMONWEALTH OF VIRGINIA
STANDARD BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That Ken Construction Co., Inc., the Contractor (“Principal”) whose principal place of business is located at 3966 Cross Roads, Lebanon, VA 24266 and The Cincinnati Insurance Company (“Surety”) whose address for delivery of ‘Notices’ is located at 6200 S. Gilmore Road, Fairfield, OH 45014 are held and firmly bound unto the Commonwealth of Virginia, Town of Abingdon, Virginia, the Owner (“Obligee”) in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) 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 Virginia Creeper Trail - Structural Repairs for Trestle 4 and Associated Structures

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, Form CO-9, included as a part of the Invitation for Bids (IFB 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 IFB documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after 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 Commonwealth of Virginia.

Signed and sealed this 23rd day of February, 2023.

Kris Phillips
Witness

Ken Construction Co., Inc.

Contractor / Principal

(SEAL)

By: Darrin Morrison
Typed Name: Darrin Morrison
Title: VF Operations

The Cincinnati Insurance Company

Surety

(SEAL)

By: Michael L. Allen
Attorney-in-Fact

Typed Name: Michael L. Allen

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH / STATE OF Virginia)
CITY/COUNTY/TOWN of Wise

I, the undersigned notary public, do certify that Michael L. Allen, 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 Commonwealth of Virginia, Town of Abingdon, Virginia, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of The Cincinnati Insurance Company, a Ohio 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 23rd day of February 2023.

Tammy Nealine Strugill
Notary Public

(SEAL)

My name (printed) is: Tammy N. Strugill

My registration number is: 313352

My commission expires: Apr. 30, 2025



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Michael L. Allen; Anthony Rogers; Darcus Hamilton; Hagan Hensley; Tammy N. Sturgill; Farrah Bunch;
Floyd W. Witt, Jr. and/or Ryan W. Witt each in their separate capacity

of Norton, Virginia
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

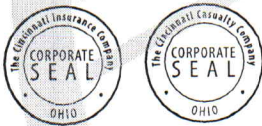
Any such obligations in the United States, up to
Sixty Million and No/100 (\$60,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 23rd day of February, 2023.



Ed H

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

04-30-2024

NUMBER

2701036496

BOARD FOR CONTRACTORS

CLASS A CONTRACTOR

CLASSIFICATIONS CBC CIC ELE H/H HIC HVA PLB RBC



KEN CONSTRUCTION CO INC

3966 CROSS ROADS

LEBANON, VA 24266



Demetrius J. Melis
Demetrius J. Melis, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

TOWN OF ABINGDON, VIRGINIA

Virginia Creeper Trail Structural Repairs for Trestle 4 and Associated Structures

Addendum No. 1

February 15, 2023

The contractor shall acknowledge receipt of Addendum No. 1 on Bid Proposal Form.

The following attachments are made a part of the contract documents by reference herein:

1. A mandatory Pre-Bid meeting was conducted on February 8, 2023 at Trestle 4. Included for reference as a part of this Addendum:
 - a. Meeting minutes – responses to questions denoted shall be considered a part of this addendum.
 - b. Sign-In sheet

End of Addendum No. 1

PREBID MEETING MINUTES

Town of Abingdon, Virginia

Virginia Creeper Trail – Structural Repairs for Trestle 4 and Associated Structures

February 15, 2023

OWNER

Town of Abingdon, Virginia

Kevin Worley, Project Manager

276.492.2144

kworley@abingdon-va.gov

ENGINEER

Prosim Engineering, LLC

Preston Pionk, PE, Project Engineer

276.608.8603

ppionk@prosimeng.com

1. Sign-in Sheet

- a. This is a mandatory pre-bid conference. **Sign-in on the Pre-Bid Conference Attendance form.**

2. Summary of Work

The project involves the repair / replacement in-kind of railroad trestle members as well as a steel retrofit. Repairs include, but are not limited to:

- a. Select demolition and replacement of cross-ties
- b. Trestle bent foundation repairs
- c. Select demolition and replacement of trestle bent members
- d. Abutment replacement
- e. Steel retrofit to replace trestle bents in creek
- f. Construction bridge to allow access to each side of creek
- g. Associated site/civil work to accomplish the work listed above
- h. Contractors are to assume all timber repairs to utilize new timber.
Salvaged timbers from Trestle 7 may be used during work but contractors are to assume new wood repairs only.

3. Invitation to Bid (DGS-30-256). Critical dates, times and locations are as follows:

- a. Bid receipt – Until 2 PM (sharp) on Wednesday, March 1, 2023, at Abingdon Public Works office, 299 Kings Mountain Drive, Abingdon, VA 24210. Telegraphic or faxed bids will not be considered.
- b. Bid opening – 2 PM on Thursday, March 2, 2023, at Abingdon Public Works office, 299 Kings Mountain Drive, Abingdon, VA 24210.
- c. Bid bond (DGS 30-090) is required.

- d. The contract shall be awarded on a lump sum basis as follows: The Total Base Bid Amount including any properly submitted and received bid modifications plus such successive Additive Bid Items as the Owner in its discretion decides to award.
- e. [Project budget: \\$1.25 Million](#)

4. Prebid Question form (DGS-30-272)

- a. Submit all questions through Prebid Question form. An addendum will be issued to address any further questions / clarifications.
- b. Last day to submit questions: Monday, February 20, 2023

5. Bid Form (DGS-30-220)

- a. Actual construction quantity adjustments to be handled by change order form (DGS-30-092)
- b. Substantial Completion 120 consecutive calendar days from the date of commencement of work. Final Completion within 30 consecutive calendar days after the date of Substantial Completion.

6. Phasing

- a. Closures are understood to be necessary to complete the work. The Town requests that efforts are made to re-open the Trestle for public use as much as practical.
 - i. Provide scheduling information to Town/Prosim for trail access coordination.
 - ii. Town to handle closure communication with public
 - iii. Contractor to erect appropriate signage, barriers, security fencing, and controls to restrict access to work areas.

7. Trail access during Bidding

- a. Trail and Trestle(s) accessible by foot during bidding
- b. Please respect private property along Trail
- c. [Contractors are allowed to access the base of the trestle via the access gate at the gravel parking lot or the driveway and bridge adjacent to the trestle. Please respect the private property. Contact Kevin Worley or Preston Pionk if you require the access code for trail locks or have other questions.](#)

8. Access during Construction – Contractor to assume all access is via public entrances (Watauga Road)

- a. Bulk laydown area at gravel trail parking area
- b. Miscellaneous access considerations
 - i. Existing driveway bridge limited to 6,500 lb

9. Questions

- a. Engineer shall answer only those questions where the response is to direct the questioner's attention to a particular portion of the bid documents.
- b. All other questions shall be received in writing or documented by the Engineer and responded to in writing in an addendum.

10. Reminder to sign Attendance Form

Conclusion of Pre-Bid Meeting

SIGN-IN SHEET FOR: PRE-BID MEETING

TOWN OF ABINGDON, VIRGINIA

VIRGINIA CREEPER TRAIL

STRUCTURAL REPAIRS FOR TRESTLE 4 AND ASSOCIATED STRUCTURES

NAME:	COMPANY:	PHONE:	EMAIL:
Grant Penning	Jones Road+Bridge	276-623-3023	gpenning@jonesroadbridge.com
Kevin Worley	Town of Abingdon	276 698 6851	Kworley@abingdon-va.gov
Darrin Morrison	Ken Construction Co., INC	276-794-7346	Kenconst@live.com
JASON HALL	Inland Const.	276-492-3545	Jason@inlandcon.com
Cullen Barker	Inland Const.	276-591-6379	cullen@inlandcon.com
Michael Wajdyla	Alko Timber Works	434-942-8510	arko@timberworks@gmail.com
Preston Pivale	Prosim Eng.	276.783.3977	ppivale@prosimeng.com

PROSIM

ENGINEERING, LLC

what we do matters

240 SUNCREST ST. SUITE 4 JOHNSON CITY, TN 37615 423.477.8314
108 SOUTH IRON ST. MARION, VA 24354 276.783.3977
www.prosimeng.com

TOWN OF ABINGDON, VIRGINIA

Virginia Creeper Trail Structural Repairs for Trestle 4 and Associated Structures

Addendum No. 2

February 22, 2023

The contractor shall acknowledge receipt of Addendum No. 2 on Bid Proposal Form.

The following attachments are made a part of the contract documents by reference herein:

1. Drawing S0.1 'Structural Wood Notes', note G – Clarification:
 - a. Alternate preservative treatments are acceptable, pending acceptance of contractor-provided research documentation indicating the treatment and materials meet or exceed performance for the treatment and materials listed. The following alternative treatments are considered acceptable:
 - i. Chromated Copper Arsenate (CCA) (0.6 retention or greater) is an acceptable alternative to creosote-treated timber.
 - ii. Copper Azole (CA) treatment is an acceptable alternative treatment to Micronized Copper Azole (MCA).
2. Cross-tie replacement quantity – clarification:
 - a. Estimated total replacement quantity is 156 ties.

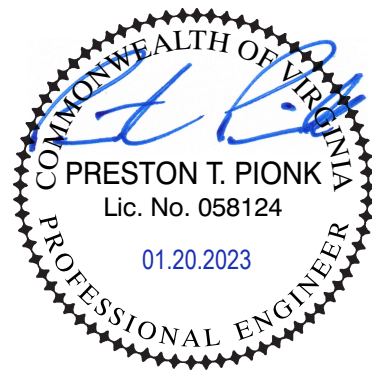
End of Addendum No. 2

DGS-30-248
(Rev. 04/15)

INVITATION FOR BIDS

TOWN OF ABINGDON, VIRGINIA

Virginia Creeper Trail
Structural Repairs for Trestle 4 and Associated Structures
Abingdon, Virginia



DATE: *January 30, 2023*

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**NOTICE OF
INVITATION FOR BIDS (IFB)**

Sealed bids are invited for the construction of VIRGINIA CREEPER TRAIL STRUCTURAL REPAIRS FOR TRESTLE 4 AND ASSOCIATED STRUCTURES at Abingdon, VA. The project is generally described as *Perform repairs to Trestle 4 at the Virginia Creeper Trail, including but not limited to steel trestle bent retrofits, trestle bent foundation repairs, and abutment repairs.*

Sealed bids will be received at **299 Kings Mountain Dr., Abingdon, VA 24210. The deadline for submitting bids is 2:00 P.M. sharp, as determined by the Bid Officer, on March 1st, 2023.**

The bids will be opened publicly and read aloud **beginning** at 2:00 P.M., on March 2nd, 2023, at the same location.

A Bid Bond is required.

eVA Vendor Registration: The bidder or offeror shall be a registered vendor in eVA. See the attached **eVA Vendor Registration Requirements**.

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

*A pre-bid conference will be held at the Virginia Creeper Trail – Trestle 4, Abingdon, VA at 1:00 PM, on February 8, 2023. Attendance shall be **mandatory** for those submitting a bid.*

The contract shall be awarded on a lump sum basis as follows: the Total Base Bid Amount including any properly submitted and received bid modifications plus such successive Additive Bid Items as the Owner in its discretion decides to award in the manner set forth in Paragraph 12 of the Instructions to Bidders. **‘Notice of Award’ or ‘Notice of Intent to Award’ will be posted on eVA, Virginia Department of General Services’ central electronic procurement website, at <https://eva.virginia.gov>.**

Contractor registration is required in accordance with Section 54.1-1103 of the Code of Virginia. See the Invitation for Bids for additional qualification requirements.

All executive branch agencies are directed to advance Executive Order 35, dated July 3, 2019.

The Invitation for Bids for the above project, including the drawings and the specifications containing the information necessary for bidding, may be obtained from the office of **Prosim Engineering LLC**, Telephone: (276) 783-3977.

A non-refundable payment of \$675.00 is required for each printed and shipped set of the Invitation for Bids documents (plans and specifications). Prosim Engineering, LLC will engage a local printer to produce documents. The same local printer will be responsible for shipping. It is not Prosim Engineering, LLC’s responsibility for tracking or receipt of shipped drawings. A free digital copy of the Invitation to Bid documents will be available via electronic download link.

Payment for documents shall be made to Prosim Engineering, LLC by credit card prior to printing or downloading. Date of transmitting (downloading or shipping date) shall be considered the Bidder’s date of receipt of the Bid Documents. Should printed copies of the documents be requested within (14) calendar days prior to the bid date, Prosim Engineering, LLC cannot guarantee delivery of the documents.

Copies of the Invitation for Bids documents, including the plans and the specifications, will also be available for inspection at the following locations:

Prosim Engineering, LLC
AGC
Valley Construction News
Dodge PlanRoom

108 S. Iron St., Marion VA (drop ship location for paid printed sets only)
249 Neal Drive, Blountville TN (423) 480-0063
426 Campbell Ave., Roanoke VA (540) 344-8127

For eVA Vendor Registration Requirements visit <https://eva.virginia.gov/register-now.html>

INSTRUCTIONS TO BIDDERS

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

As used herein, the terms “bidder” and “Contractor” both shall refer to the Person submitting a bid.

eVA Vendor Registration: The bidder shall be a registered vendor in eVA. See the attached **eVA Vendor Registration Requirements**.

1. **CONDITIONS AT SITE OR STRUCTURE:** Bidders shall visit the Site and shall be responsible for ascertaining pertinent local conditions such as location, accessibility, general character of the Site, structure or building, and the character and extent of existing conditions, improvements or work within or adjacent to the Site. No Claims shall be submitted as a result of Bidder’s failure to have done so, but shall be deemed waived and will not be considered by the Owner. See Section 7 of the General Conditions entitled "Conditions at Site."
2. **EXPLANATIONS TO BIDDERS:** No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before the award of the Contract. The Owner shall not be responsible for any conclusions, assumptions or interpretations made by bidders during the preparation of bids that are contrary to the Drawings and Specifications and their clear intent. Discrepancies, conflicts, errors, omissions or doubts as to the meaning of the Contract Documents shall be communicated in writing to the A/E for interpretation. Bidders **must** use the "Prebid Question Form" provided in the bid documents. Bidders must so act to assure that questions reach the A/E at least six (6) days prior to the time set for the receipt of bids to allow a sufficient time for an addendum to reach **all bidders** before the submission of their bids. If, however, there are two (2) weeks or less between the first bid advertisement and the time set for receipt of bids, then bidders must submit questions so that they reach the A/E no later than three (3) days prior to the time set for receipt of bids. Any interpretation made will be in the form of an addendum to the Specifications which will be forwarded to all bidders, and its receipt shall be acknowledged by the bidder on Bid Forms. If such discrepancies, conflicts, errors, omissions or doubts are reasonably apparent or should have been reasonably apparent to the bidder, and the bidder failed to submit questions to the A/E in the time and manner required herein and the Contract is awarded to the bidder, then any claims shall be deemed waived and the bidder shall not be entitled to additional compensation or time, or entitled to sue the Owner based on such discrepancies, conflicts, errors, omissions, or doubts.
3. **TIME FOR COMPLETION:**
 - (a) "Time for Completion" shall be designated by the Owner on the Invitation for Bids or other prebid documents and shall mean the number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. In some instances, the Time for Completion may be stated in the form of a Contract Completion Date based on a stipulated date of Notice to Proceed.

Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.
 - (b) When the Notice to Proceed is issued, it will state a Contract Completion Date, which has been set by the Owner based on date of the Notice to Proceed and the Time for Completion.

- (c) The Contractor, in preparing and submitting its bid, is required to take into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather conditions and events for the past ten (10) years. Normal weather conditions shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, Oceanic and Atmospheric Administration/Environmental Data and Information Service, National Climatic Center and the National Weather Service. The data sheets to be used shall be for the locality or localities closest to the Site. No additional compensation, costs or damages will be paid to the Contractor because of normal weather conditions, including normal adverse weather to be anticipated during the Project. An extension of time for abnormal adverse weather conditions which directly impact the Work will be considered by the Owner as set forth in the General Conditions.
- (d) If the Owner designates the public historical climatological records to be used to establish normal weather patterns, the bidder shall use those records in estimating and preparing its bid. If the Owner requests each bidder to indicate the weather pattern records used in preparation of a bid, each bidder may select the public historical climatological records upon which it will rely in preparing its bid. In the latter situation, each bidder shall designate in the space provided which of such climatological data records were used in preparing the bid. A bidder's failure to designate climatological records when submitting a bid shall not disqualify a bid, but shall constitute a waiver of any claim or request for an extension of time as the result of abnormal adverse weather. In either case, the bid submitted and the Time for Completion shall be presumed to have been based upon normal weather patterns, including normal adverse weather, as derived from the climatological records used.

4. PREPARATION AND SUBMISSION OF BIDS:

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink, or in the case of bids submitted electronically, signatures shall be in accordance with Code of Virginia § 59.1-479 *et seq.* The Owner's agreement to accept electronic bids, if made, will be indicated in the IFB. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or nonresponsive.
- (b) Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder's authorized representative. Bids by partnerships must be signed in the partnership name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing, and a list of the partners. Bids by joint ventures must be signed in the joint venture name by one of the joint venturers or an authorized representative of one of the joint venturers, followed by the designation/title of the person signing, and a list of the joint venturers. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies their title as "President," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a _ _ _," but bids shall be in the legal name of the person or entity submitting the bid.
- (c) Bids with the bid guarantee shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by the advertisement. If a Contract is for one hundred twenty thousand

dollars (\$120,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more, the bidder is required under Code of Virginia §§ 54.1-1100, *et seq.*, to be licensed in Virginia as a "Class A Contractor." If a Contract is for ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000), or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is one hundred fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000), the bidder is required to be licensed in Virginia as a "Class B Contractor." The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over its signature whichever of the following notations is appropriate and insert its Contractor license/registration number:

Licensed Class A Virginia Contractor No. _____
or
Licensed Class B Virginia Contractor No. _____

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

- (d) Following guidance from the Board for Contractors, the Owner may, as a part of determining whether the bidder is "responsible," require the apparent low bidder to submit a listing of its Subcontractors along with the license number and classification or specialty of each. *See* DEP'T OF PROF'L AND OCCUPATIONAL REGULATION, BD. FOR CONTRACTORS POLICIES & INTERPRETATIONS, No. 2959 (July 11, 2016) ("A licensed contractor may bid on work, or enter into a contract for work, which is outside the scope of [its] license classification(s) provided that [it] subcontracts that work, to properly licensed contractors, and the work of the subcontractors is incidental to the contract.").
- (e) The bidder must place its Employer Identification Number (SSN or FEIN) in the space provided on the Bid Form.
- (f) Every bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized. A bidder required to be authorized to transact business in Virginia that fails to provide the required information shall not receive an award unless a waiver of this requirement and of any administrative policies and procedures established to implement Code of Virginia § 2.2-4311.2 is granted by the chief executive of the Owner.

If awarded the Contract, the bidder shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Doing so shall be deemed to be a violation of Code of Virginia § 2.2-4311.2 and the bidder understands and agrees that the Owner may void the Contract if the bidder fails to comply with this provision.

- (g). *Code of Virginia, § 2.2-4376.2* shall be applicable to the Work of the Contract.

5. BID GUARANTEE:

- (a) Any bid (including the Total Base Bid plus all Additive Bid Items) which exceeds five hundred thousand dollars (\$500,000) shall be accompanied by a Commonwealth of Virginia Standard Bid Bond, Form CO-10.2, payable to the Owner as obligee in an amount equal to five percent (5%) of the amount of the bid (the "Bid Bond"). The Owner agrees to accept a Bid Bond on which the Surety has utilized electronic signatures and/or electronic notarization if the electronic notarization meets the requirements of *Virginia Code* §§ 47.1-6.1, -7, and -12, and the Commonwealth of Virginia State Corporation Commission Bureau of Insurance and the Bid Bond contains any SURETY BOND SEAL ADDENDUM established by the Commonwealth of Virginia State Corporation Commission Bureau of Insurance. For construction contracts up to \$500,000, where bid bond requirements have been waived by Owner as stated in the IFB, prospective Contractors may be prequalified in accordance with *Code of Virginia* § 2.2-4317.A Bid Bond may be required for Contracts having bids of up to five hundred thousand dollars (\$500,000) if such requirement is stated in the IFB. The Bid Bond must be issued by a surety company which is legally authorized by the Virginia State Corporation Commission to do surety business in the Commonwealth of Virginia. Such Bid Bond shall guarantee the following: that the bidder will not withdraw its bid during the thirty (30) day period following the date of the opening of bids; that if the bid is accepted, the bidder will enter into the Contract with the Owner described in the IFB; that the bidder can and will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB. If the bidder withdraws its bid within the thirty (day) period following bid opening, fails to enter into the Contract, or fails to provide the required Standard Performance Bond and Standard Labor and Material Payment Bond within ten (10) days after the bidder's receipt of notice of acceptance of its bid, the bidder and the bidder's surety shall be jointly and severally be liable to the Owner for the difference between the amount specified in the bidder's 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 of 5% of the bidder's total bid amount, as the damage to the Owner resulting from the bidder's default. See *Code of Virginia* §2.2-4336.
- (b) *Code of Virginia* § 2.2-4338 contains provisions allowing for alternative forms of bid security in lieu of a Bid Bond. A bidder's use of an alternative form of Security as listed in *Code of Virginia* § 2.2-4338.B must be approved by the Owner prior to the bidder's submission of its bid on the Bid Receipt date and time to be accepted in lieu of a Bid Bond.
- (c) The Bid Bond or other alternative bid security will be returned to all but the three lowest bidders after the formal opening of bids. The remaining Bid Bonds or bid security will be returned to the bidders after the Owner and the accepted bidder have executed the Contract and the required Standard Performance Bond and the Standard Labor and Material Payment Bond for the Contract have been received and approved by the Owner.
- (d) If the Contract and required bonds have not been executed by the accepted bidder within thirty (30) days after the date of the opening of the bids, then the Bid Bond or other bid security of any bidder will be returned upon a bidder's request, provided the bidder has not been notified of the acceptance of its bid prior to the date of such request.

6. WITHDRAWAL OR MODIFICATION OF BIDS: Bids may be withdrawn or modified by written or telefaxed notice received at the designated location from bidders prior to the deadline fixed for bid receipt. E-mail withdrawals and modifications are not acceptable. The withdrawal or modification may be made by the person who signed the bid or by an individual(s) who is authorized by the bidder 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 telefaxed, must be

signed by the person making the modification or withdrawal. The modification must state specifically what is to be modified and by what amount or it must state the item to be modified and what the corrected amount should be.

7. RECEIPT OF BIDS:

- (a) **Bids will be received at or before the date and the hour and at the place stipulated in the IFB as may be modified by subsequent Addenda.**
- (b) **It is the responsibility of the bidder to assure that its bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. Therefore, it is the bidder's responsibility to take into account all factors which may impact on its bid deliverer / courier's ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline.** No bids or bid modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.
- (c) The Bid Officer is the Owner's representative designated to receive bids at the time and place noted in the IFB and to open the bids received at the appointed time.
- (d) **The official time used for the receipt of responses is determined by reference to the clock designated by the Bid Officer.** The Bid Officer shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Bid Officer and their assistants at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Bid Officer makes the deadline announcement.
- (e) In the event the bid receipt occurs during a period of suspended state business operations, the receipt and opening will be delayed one business day.

8. OPENING OF BIDS:

- (a) Bids will be opened at the time and place stated in the IFB or as modified by subsequent Addenda, and their contents publicly announced. The Bid Officer shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified. Bid opening shall be no sooner than twenty-four (24) hours after the time set for receipt of bids.
- (b) The provisions of Code of Virginia § 2.2-4342, as amended, shall be applicable to the inspections of bids received.
- (c) In the event the bid opening occurs during a period of suspended state business operations, the opening will be delayed until the next business day.

9. ERRORS IN BIDS: A bidder may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

In accordance with Code of Virginia § 2.2-4330(B)(2), the bidder must submit to the Owner its original work papers, documents and materials used in the preparation of the bid within one day after the date fixed for submission of bids. Such work papers must be submitted in an envelope or package separate and apart

from the envelope containing the bid and marked clearly as to the contents and shall be delivered to the Owner by the bidder in person or by registered mail prior to the time fixed for the opening of bids and may not be withdrawn until after the two-hour period (referred to later) has elapsed. The bids shall be opened at the time designated in the IFB, as amended by addendum. Bid opening is usually one day following the time fixed by the Owner for the submission of bids, but no sooner. Once the bids have been opened, the bidder shall have two (2) hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw its bid. The Contract shall not be awarded by the Owner until such two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered to the Owner prior to bid opening. This procedure in Code of Virginia § 2.2-4330(B)(2) shall not apply to when the entire bid is required to be submitted on a unit price basis.

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

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

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder without such approval.

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

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

11. DETERMINATION OF RESPONSIBILITY

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

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

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

- (f) any current debarment of the contractor, any officer, director or owner, from bidding or contracting by any public body of any state, any state agency, or any agency of the federal government.

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

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

12. AWARD OF CONTRACT

- (a) **Basis for Contract Award:** The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, if any, provided its bid is reasonable and it is in the best interest of the Owner to accept it and subject to the Owner's right to reject any and all bids and to waive informality in the bids and in the bidding. The Bid Form contains a multi-part Base Bid and may contain Additive Bid Items. Determination of the lowest responsible bidder, if any, will be based on the Total Base Bid Amount **entered on the Bid Form** including any properly submitted bid modifications plus as many Additive Bid Items taken in sequence as the Owner in its discretion chooses to Award. **Where the sum of the values entered in the multiple parts do not agree with the Total Base Bid amount, the Total Base Bid amount entered on the bid form, including any properly submitted bid modifications, shall take precedence.**

In the event that the Total Base Bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate the Total Base Bid amount with the apparent low bidder to obtain a Contract Price within available funds, pursuant to Code § 2.2-4318 and Section 12(c) herein.

- (b) **Informalities:** The Owner reserves the right to waive any informality in the bids when such waiver is in the interest of the Owner.
- (c) **Negotiation With Lowest Responsible Bidder:** If award of the Contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of Code § 2.2-4318 the Owner reserves the right to negotiate the Total Base Bid amount with the lowest responsive, responsible bidder to obtain a Contract Price within the available funds. This may involve changes in either the features or scope of the work included in the Base Bid. Such negotiations with the apparent low bidder may include reducing the quantity, quality, or other cost saving mechanisms involving items in the Total Base Bid. Negotiations for Additive Bid Items are excluded. The Owner shall notify the lowest responsive and responsible bidder that such a situation exists and the Owner and bidder shall then conduct their negotiations in person, by mail, by telephone or by any means they find convenient. If an acceptable Contract can be negotiated, any changes to the IFB documents agreed upon in the negotiations shall be summarized in a "Post Bid Modification" and included in the Contract. If an acceptable Contract cannot be negotiated, the Owner shall terminate negotiations and reject all bids.
- (d) **Notice of Intent to Award or Notice of Award:** The Notice of Award or the Notice of Intent to Award will be posted at the Agency's standard location for posting notices **as shown on the "Notice of Invitation to Bid"**. In addition, the Agency may also post such notice on the Agency's Website and/or the DGS central electronic procurement Website. Any bidder who desires to protest the award or decision to award a contract shall submit the protest in writing to the public body no later than ten days after the posting of the Notice of Award or Notice of Intent to Award, whichever comes first. *See* Code of Virginia § 2.2-4360.

13. **CONTRACT SECURITY:** For contracts which exceed five hundred thousand dollars (\$500,000), the Standard Performance Bond (CO-10) and the Standard Labor and Material Payment Bond (CO-10.1) shall be required, as specified in the IFB. For construction contracts up to \$500,000, where Bid Bond requirements are waived, prospective contractors may be prequalified in accordance with Code of Virginia § 2.2-4317. See General Conditions and Code of Virginia § 2.2-4337 and § 2.2-4338. The Owner reserves the right to require such bonds for contracts up to five hundred thousand dollars (\$500,000). If the Owner so elects, the requirement shall be set forth in the IFB.
14. **CERTIFICATION:** The bidder, by its signature on the Bid Form, certifies that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government. See "Disqualification of Contractors" in the Bid Form.
15. **ETHICS IN PUBLIC CONTRACTING:** The provisions, requirements and prohibitions as contained in Code of Virginia §2.2-4367 *et seq.*, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this project.
16. **BUILDING PERMITS:** Because this is a Project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. However, the Virginia Uniform Statewide Building Code shall apply to the Work and shall be administered by the Building Official for State-owned Buildings. The Building Permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall be obtained and paid for by the Contractor. See Section 25 of the General Conditions for utility connection fees and services.
17. **UTILIZATION OF SMALL BUSINESSES:** It is the policy of the Commonwealth of Virginia to maximize the participation of small businesses in state contracting. The participation of these businesses directly and through partnerships, joint ventures, subcontracts and other contractual opportunities may be encouraged for this Project based on the Owner's requirements (if applicable) on the Bid Form. Bidders shall provide a Small Business Procurement Plan in conjunction with their sealed bid. The Small Business Procurement Plan shall identify the bidder's proposed percentage of participation by small businesses in the Total Base Bid amount, and is indicated on the Bid Form. An entry on the line for "Contractor's Proposed Small Business Participation" is required for the bid to be considered responsive. If the bidder is a DSBSD certified small business, the proposed percentage of small business participation shall be entered as 100%. A bidder may enter a proposed percentage of small business participation of 0% and be considered responsive unless the Bid Form states that the Owner requires a specific percentage of small business participation, in which case the bidder shall enter a percentage equal to or greater than the Owner's required small business participation percentage for the bid to be considered responsive.
18. **BID DOCUMENTS:** Bid Documents are the property of the Owner and a deposit in an amount as stated in the Invitation for Bids is required for each paper set or for each set provided on removable electronic media as a guarantee of the safe return of the documents within ten (10) days of bid opening. This deposit will be refunded in full on not more than two paper sets or sets provided on removable electronic media to each bidder who submits a Contract bid and who returns the documents in good condition. Refund will be made on paper sets and sets provided on removable electronic media to non-bidders and Subcontractors in the amount of half of the deposit when the sets are returned in good condition within 10 days. A deposit is not required for downloading of electronic construction documents through an FTP site. A non-refundable shipping charge may be required for paper sets or sets provided on removable electronic media if stated in the Notice or the IFB.
19. **GENERAL CONDITIONS:** The General Conditions are incorporated in the bid documents. If a copy of the General Conditions is not included in the bid documents, the bidder may obtain a copy of the current edition of the General Conditions at no cost by written request to the A/E and/or the Agency where the bid

documents are obtained. Copies may also be obtained from the DGS Forms Center (available online at <http://forms.dgs.virginia.gov>).

20. **PREBID CONFERENCE:** See the IFB for requirements for a prebid conference and whether such conference is mandatory or optional.
21. **INSPECTION OF BID DOCUMENTS:** Copies of the IFB documents including Plans and Specifications and the General Conditions will be available for inspection at the Agency, at the A/E's office, and at the locations listed in the Notice of the IFB.
22. **DRUG-FREE WORKPLACE REQUIRED:** Bidders are reminded that Code of Virginia § 2.2-4312 requires that the during the performance of the Contract resulting from this solicitation, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NOTE: These CO-7A, Instructions to Bidders, have been created specifically for the use of agencies of the Commonwealth of Virginia, which may not alter their provisions without the express written approval of the Virginia Department of General Services, Division of Engineering and Buildings. These Instructions to Bidders have significant legal implications and shall not be altered or modified. Nothing in the CO-7A, Instructions to Bidders, shall be amended or deleted or its intent changed, except by an approved and properly issued 'Supplemental Instruction to Bidders'. The Commonwealth makes no representation as to their suitability for any other purpose. Paragraphs which have been added or revised since prior edition are identified with a line to the left of the paragraph.

DGS-30-272

(Rev. 04/15)

PREBID QUESTION FORM

(Use separate Form for each question submitted.)

Date: _____

Project Title: _____

The following question concerns Drawing Sheet (number) _____:

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

All responses to questions will be made by Addendum.

Question submitted by: _____

Name

Organization

Bidders shall submit form to: _____

Name

Organization

Email address:

or

FAX No.:

() _____

BID FORM

DATE: _____

PROJECT: VCT Structural Repairs for Trestle 4 and
Associated Structures

To: Town of Abingdon, Virginia
Public Works Department
299 Kings Mountain Drive
Abingdon, VA 24210

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated **January 20, 2023**, and the Addenda noted below, as prepared by **Prosim Engineering, Marion VA**, in the consideration of the following amount:

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

PART A.

Lump sum price for repairs on Trestle 4 of the Virginia Creeper Trail, complete, and in accordance with the Plans and Specifications:

PART A = _____ Dollars (\$ _____)

ADDITIVE BID ITEM 1: Unit price for immediate action items to repair Trestle 2, complete, in accordance with the drawings and specifications is:

Trestle No. 2 - Immediate Action Items			
ACTION	MEMBER	LOCATION	REFERENCE DETAIL
Replace	Mud Beams	Bent Nos 2, 6, 13, & 16	Mud/Sill Beam Replacement Detail (4-S5.4)
			Dollars (\$ _____)
Replace	Sill Beams	Bent Nos 2 & 10	Mud/Sill Beam Replacement Detail (4-S5.4)
			Dollars (\$ _____)
Replace	Horizontal Brace	Bent No. 7	Replace In-Kind
			Dollars (\$ _____)
Replace	Bent Cap	Bent No. 14	Cap Beam Attachment Detail (4-S5.5)
			Dollars (\$ _____)
Replace	Longitudinal Diagonal Bracing	Spans 4, 7, 8, 9, 17, 18, & 20	Replace In-Kind
			Dollars (\$ _____)

ADDITIVE BID ITEM 2: Unit price for immediate action items to repair Trestle 2, complete, in accordance with the drawings and specifications is:

Trestle No. 6 - Immediate Action Items			
ACTION	MEMBER	LOCATION	REFERENCE DETAIL
Replace	Sill Beams	Bent Nos 30 & 31	Mud/Sill Beam Replacement Detail (4-S5.4)
			Dollars (\$_____)
Replace	Post No. 3	Bent No. 11	Post Replacement Details (4-S5.6)
			Dollars (\$_____)
Replace	Post No. 4	Bent No. 11	Post Replacement Details (4-S5.6)
			Dollars (\$_____)
Replace	Post No. 1	Bent No. 16	Post Replacement Details (4-S5.6)
			Dollars (\$_____)
Replace	Horizontal Brace	Bent No. 26	Replace In-Kind
			Dollars (\$_____)
Replace	Girt	Bent No. 16	Replace In-Kind
			Dollars (\$_____)
Replace	Bent Caps	Bent Nos 9 & 25	Cap Beam Attachment Detail (4-S5.5)
			Dollars (\$_____)
Replace	Corbels	Bent Nos 29, 30, 32, 34, & 35	Corbel Attachment Detail (4-S5.5)
			Dollars (\$_____)

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

The bidder has relied upon the following public historical climatological records:
NWS Weather Forecast Office for Knoxville, TN.

Code of Virginia, § 2.2-4376.2 shall be applicable to the Work of the Contract.

The undersigned understands that time is of the essence and agrees that the time for Substantial Completion of the **BASE BID** project shall be **120** consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

Acknowledgment of Substantial Completion schedule as noted above: _____

Acknowledgment is made of receipt of the following Addenda: _____

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form (Commonwealth of Virginia Contract Between Owner and Contractor, Form CO-9) within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The undersigned certifies that it does not and shall not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens, or knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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

Either the undersigned or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner:

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No.: _____

Bidder: _____
(Name of Firm)

Contractor Class: _____

By: _____
(Signature)

Specialty: _____

Valid until: _____

FEIN/SSN: _____

Title: _____

If General Partnership (List Partners' Names)

Business Address:

Telephone # _____

FAX # _____

If Corporation, affix Corporate Seal &
list State of Incorporation

State: _____

(Affix Seal)

Virginia State Corporation Commission ID No.: _____; or

If Contractor is a foreign business entity not required to be authorized to transact business in the Commonwealth under Titles 13.1 or 50 of the Code of Virginia, or as otherwise required by law, please provide an explanation as to why such entity is not required to be so authorized: _____

**COMMONWEALTH OF VIRGINIA
STANDARD 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 Commonwealth of Virginia, _____, the Owner (“Obligee”) in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) 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, Form CO-9, included as a part of the Invitation for Bids (IFB 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 IFB documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after 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 Commonwealth of Virginia.

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 / STATE OF _____)
CITY/COUNTY/TOWN 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 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: _____

COMMONWEALTH OF VIRGINIA



GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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PLEASE NOTE: These General Conditions of the Construction Contract (CO-7) (“General Conditions”), have been created specifically for the use of agencies of the Commonwealth of Virginia, which may not alter any provisions without the express written approval of the Virginia Department of General Services, Division of Engineering and Buildings. The General Conditions have significant legal implications and shall not be altered or modified. Nothing in the General Conditions shall be amended or deleted or its intent changed, except by an approved and properly issued Supplemental General Conditions. The Commonwealth of Virginia makes no representation as to their suitability for any other purpose. Note: Governmental entities not subject to DGS purview intending to modify the General Conditions for their use should consult with their legal counsel.

1. DEFINITIONS

Whenever used in in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural variations thereof:

Agency: The Agency, institution or department which is a party to the Contract. For purposes of the Contract, the term Owner shall include such Agency, whether or not the Agency owns the site or the building.

A/E Services: The entirety of the services required of the A/E pursuant to the A/E's contract with the Owner for the Project.

As-Built Drawings: The As-Built Drawings is a set of all Drawings, Specifications, addenda, approved Shop and setting Drawings, Change Orders and other modifications which are updated by the Contractor throughout the performance of the Work to contemporaneously record all changes and variations made during construction. The representation of such variations shall be neatly and clearly marked in color and shall include such supplementary notes, symbols, legends, and details as may be necessary to clearly show the as-built construction of the Work.

Architect/Engineer ("A/E"): The Virginia licensed Architect or Engineer that contracts with the Owner to provide the A/E Services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any subcontractors, associates or consultants employed by the A/E to assist in providing the A/E Services.

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

Change Order: A document (CO-11) issued on or after the effective date of the Contract which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. The term Change Order shall also include initiating and confirming change orders issued pursuant to Section 38(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

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

Commissioner of Labor and Industry: The Commonwealth of Virginia Commissioner of Labor and Industry.

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

Contract: The Contract between Owner and Contractor, (CO-9 series) and the Contract Documents incorporated therein.

Contract Completion Date: The date by which the Work must achieve Substantial Completion. The Contract Completion Date is established in the Notice to Proceed, based on the Time for Completion, or set forth as a specific date in the Contract.

Contract Documents: The Contract and any documents expressly incorporated therein. Such incorporated documents customarily include the bid submitted by the Contractor, the General Conditions, any Supplemental General Conditions, any Special Conditions, the Plans and the Specifications, and all modifications, including addenda and subsequent Change Orders.

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

Contractor: The person or entity with whom the Owner has entered into the Contract for the Work.

Critical Path: The longest continuous sequential duration of dependent activities from the Date of Commencement to the Contract Completion Date that defines the minimum overall time necessary to complete the Project, such that a delay of any activity along the Critical Path will result in a delay of the Contract Completion Date unless the duration of a subsequent activity on the Critical Path is reduced to offset the delay and maintain the Contract Completion Date.

Date of Commencement: The date as indicated in the written Notice to Proceed, the receipt of the earliest Building Permit, or a date mutually agreed to between the Owner and Contractor in writing, whichever is the latest.

Day: Calendar day unless otherwise noted.

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

DGS: Virginia Department of General Services.

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

DSBSD: Virginia Department of Small Business and Supplier Diversity.

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

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

Final Completion: Completion and full performance of all Work in accordance with the terms and requirements of the Contract Documents, including the completion of all items identified on punch lists generated through the inspections set forth in Section 44(b) and submission of all information, manuals, warranties and documentation required by the Contract.

Final Completion Date: The date of the Owner's acceptance of the Work following Final Completion.

Final Compliance Report: A report where the Contractor shall certify and report on its compliance with the Small Business Procurement Plan, submitted by the Contractor in its Bid for the Contract, to the Owner through DGS' eVA system

Final Payment: The final payment that the Contractor receives pursuant to the applicable provisions of Section 36, except in the event no final payment is made due to termination of the Contract under either Sections 41 or 42. In the event of a termination for cause under Section 41, the Final Payment shall be when the termination became effective. In the event of a termination for convenience under Section 42, the Final Payment shall be either the payment of compensation for termination that the Contractor receives according to the provisions of Section 42(a), or the Owner's determination that no compensation for termination is due the Contractor under Section 42(a), as the case may be.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the Critical Path and delaying the Contract Completion Date. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Float.

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

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

General Conditions: The General Conditions of the Construction Contract (CO-7 series).

Limited Renovation: Renovations that do not involve structural work (including, but not limited to, foundations, supports, beams, exterior roof supports, load bearing walls) and that do not involve Hot Work (as defined by the Virginia Statewide Fire Prevention Code) with the exception of brazing, soldering, and grinding.

Major Renovation: Renovations that do not meet the definition of Limited Renovation.

Notice: Notice required by the Contract shall be given in writing to the email address or physical delivery location identified in the Contract Documents for receipt of Notice by the receiving party. A Notice is deemed to have been properly given and effective at the time such Notice is: (i) deposited with a nationally recognized overnight delivery service using no more than two (2) business day delivery service for delivery to the Notice address; (ii) hand delivered to the Notice address; (iii) enclosed in a postage prepaid envelope addressed to the Notice address and delivered to a United States Postal Service for delivery by prepaid certified or registered mail; or (iv) sent via email to the email address identified for Notice in the Contract Documents.

Notice to Proceed: A written Notice given by the Owner to the Contractor fixing the date on which the Time for Completion will commence for the Contractor to begin the execution of the Work. The Notice to Proceed will identify the Contract Completion Date if not otherwise established by the Contract.

Owner: The public body with whom the Contractor has entered into the Contract for the Work. The term Owner shall also mean the Agency.

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

Plans: The term used to describe the group or set of project-specific Drawings which are included in the Contract Documents.

Prevailing Wage Rate: Prevailing Wage Rate means that rate, amount, or level of wages, salaries, benefits and other remuneration prevailing for a classification of mechanics, laborers, or workers employed

for the same work in the same trade, craft or occupation in the locality of the Project as determined by the Commissioner of Labor and Industry.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the Work and the A/E Services.

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

Project Manager: The Project Manager shall be the Owner's designated representative on the Project. The Project Manager shall be the person through whom the Owner generally conveys written decisions and instructions. All Notices to the Owner and all information required to be conveyed to the Owner shall be conveyed to the Project Manager unless otherwise stated in the Contract. The scope of the Project Manager's authority is limited to that authorized by the Owner. The Owner may change the Project Manager from time to time and may, in the event that the Project Manager is absent, disabled or otherwise temporarily unable to fulfill their duties, appoint an interim Project Manager.

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

Record Drawings: Record Drawings are a final compilation set of drawings showing the "as built" condition of the Work, including all conditions, locations and dimensions based on the Contractor's As-Built Drawings. The Record Drawings shall contain the Plans, Specification, Addenda, approved shop drawings, and any other information needed to show the final condition of the work, actual location of piping and utilities, the depths of pilings or caissons if pilings or caissons were in the construction, and the integration of all Change Orders to the Work.

Recycled: Equipment, materials, and accessories which have been previously used and that have been processed to form a new product deemed an equal per Section 26.b.

Service Disabled Veteran-Owned Business: A business that meets the definition of "Service disabled veteran business" as set forth in *Code of Virginia*, § 2.2-4310.

Schedule of Values: That portion of Form CO-12 prepared by the Contractor and acceptable to the Owner which indicates the portion of the Contract Price to be paid for each trade or major component of the Work.

Shop Drawings: The drawings, diagrams, illustrations, schedules, installation descriptions and other data prepared by or for the Contractor to provide detailed information for the fabrication, location, erection, installation, connection and methodology associated with the Work. Shop Drawings are intended to aid in the preparation and installation of materials and to ascertain that the materials proposed by the Contractor conform to the requirements of the Contract Documents.

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

Small Business: A business certified as a small business by the DSBSD.

Small Business Procurement Plan: The proposed type and percentage of small business participation in the Total Base Bid Amount submitted by the Contractor as part of its Bid.

Special Conditions: That part of the Contract Documents which describes special or additional requirements or procedures applicable to the Project. The Special Conditions do not amend or supersede the General Conditions.

Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship for the Work.

Subcontractor: A person or firm having a direct contract with Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person or firm who provides on-Site labor but does not include a Supplier.

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

Substantial Completion: The stage in the progress of the Work at which the Owner agrees that the Work or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplemental General Conditions: An amendment or modification which amends or supplements the General Conditions.

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

SWaM/SDV Business: All subcategories of Small Businesses certified by the DSBSD including Micro Business, Minority-Owned Business, Service-Disabled Veteran-Owned Business, Small Business, and/or Women-Owned Business together as a group.

Time for Completion: The number of consecutive Days following the Date of Commencement within which the Contractor must achieve Substantial Completion of the Work in accordance with the Contract Documents.

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

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.

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

2. CONTRACT DOCUMENTS

The Contract Documents consist of the Contract and all other documents identified therein as Contract Documents as more precisely defined above.

3. LAWS AND REGULATIONS

- a. The Contractor shall comply with the Virginia Uniform Statewide Building Code and 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 tradespeople 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, and Article 1 of the *Code of Virginia* and by applicable regulations.
- b. This Contract and all other contracts and Subcontracts are subject to the provisions of Article 3, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work.” The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.
- c. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, or otherwise violate its provisions.
- d. E-VERIFY PROGRAM: Pursuant to *Code of Virginia*, § 2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions may be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment may cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- e. In performing the Work under this Contract, the Contractor shall comply with 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*. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.
- f. Building Permit: Because this Project is on Commonwealth of Virginia property, codes or zoning ordinances of local political subdivisions do not apply to Work at the Site. The Virginia Uniform Statewide Building Code applies to the Work and is administered by the Building Official for State-owned buildings and real property. The Building Permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision and the Department of Environmental Quality shall be obtained and paid for by the Contractor. See Section 25 of these General Conditions for utility connection fees and services.
- g. The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 37 of these General Conditions with respect to each lower-tier Subcontractor and Supplier.
- h. The Contractor, if not licensed as an asbestos abatement contractor in accordance with *Code of Virginia*, § 54.1-514, shall have all asbestos-related Work performed by Subcontractors who are duly licensed as asbestos contractors for the Work required.

- i. Lead-Based Paint Activities: If the Contract Documents indicate that lead-based paint is present on existing materials, components, or surfaces, the Contractor shall conform to the following:
 - 1. The requirements set forth in 40 CFR 745.233 – Lead-Based Paint Activities Requirements in selecting and performing the means, methods and procedures for performing the Work. This includes, but is not limited to, training of personnel, lead abatement, encapsulation of lead-containing materials, removal and handling of lead-containing materials, and methods of disposal.
 - 2. The requirements for employee protection contained in 29 CFR Part 1926, Subpart D, and the requirements for record-keeping contained 29 CFR Part 1910.
 - 3. The Virginia Department of Labor and Industry’s (DLI) Regulation Concerning Certified Lead Contractors Notification, Lead Project Permits and Permit Fees published in the Virginia Administrative Code, 16 VAC25-35, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI pertaining to lead-based paint abatement.
- j. If the Contractor violates laws or regulations that govern the Project, the Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold the Owner harmless against any fines and/or penalties that result from such violation. The Contractor also shall indemnify and hold the Owner harmless against any third-party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney’s fees and costs incurred thereunder, that arise or result from Contractor’s violation of laws or regulations.
- k. If the Work includes any land-disturbing activities, the Contractor shall have on-Site an individual certified by the Department of Environmental Quality as a Responsible Land Disturber in accordance with *Code of Virginia*, § 62.1-44.15:51.
- l. Unless otherwise specified in the Supplemental General Conditions, the Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against Subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section does not prohibit Contractor or Subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the Agency and Contractor are entitled to injunctive relief to prevent any violation of this section.

This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the state agency, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by the National Labor Relations Act, 29 U.S.C. § 151 *et seq.*, or the Railway Labor Act, 45 U.S.C. § 151 *et seq.*

This section does not prohibit an employer or any other person covered by the National Labor Relations Act or the Railway Labor Act from entering into agreements or engaging in any other activity protected by law.

This section shall not be interpreted to interfere with the labor relations of persons covered by the National Labor Relations Act or the Railway Labor Act.

- m. Payment of Prevailing Wages Pursuant to Virginia Code 2.2-4321.3

Code of Virginia § 2.2-4321.3 and the following requirements shall be applicable to the Work of the Contract if the Contract Price is greater than \$250,000.00:

1. The Contractor agrees that all remuneration to any individual providing labor for the Project or the Work as a mechanic, laborer, worker or equivalent shall be paid at a rate not less than the Prevailing Wage Rate beginning upon the individual's first day of work at or for the Project.
 2. Upon award of the Contract, the Contractor shall certify, under oath, to the Commissioner of Labor and Industry the pay scale for each craft and trade to be employed for, or to provide labor for, the Project or the Work by the Contractor and any Subcontractors. The Contractor's certification shall include all information required by *Code of Virginia* § 2.2-4321.3(G). The Contractor shall provide a copy of this certification to the Owner at the time it is provided to the Commissioner of Labor and Industry.
 3. The Contractor shall ensure that each individual providing labor as a mechanic, laborer, worker or equivalent shall be accurately classified in conformance with the Prevailing Wage Rate determinations.
 4. The Contractor and all Subcontractors shall keep, maintain, and preserve all records relating to the occupation, work classification, wages paid to and hours worked for each individual providing labor for the Project or the Work as a mechanic, laborer, worker or equivalent in a manner which complies with the requirements of *Code of Virginia* § 2.2-4321.3(H). The Contractor and all Subcontractors shall retain these and any other required payroll records for the period required by *Code of Virginia* § 2.2-4321.3(H). The Contractor and its Subcontractors shall make available to the Owner all records required by *Code of Virginia* § 2.2-4321.3(H) for inspection and copying within five (5) days of Owner's request.
 5. The Contractor and all Subcontractors shall post all Prevailing Wage Rates applicable to the Project and the Work in a prominent and easily accessible place at the Site. The Contractor and all Subcontractors shall timely make all postings, updates to postings, and certification required by *Code of Virginia* § 2.2-4321.3(I). The Contractor shall provide the Owner with a copy of each certification made to the Commissioner of Labor and Industry pursuant to *Code of Virginia* § 2.2-4321.3(I) at the time the certification is provided to the Commissioner of Labor and Industry.
 6. The Contractor shall indemnify and hold harmless the Owner from any fines, demands, claims, suits and damages, including any attorney's fees incurred by the Owner, resulting from or relating to the Contractor's or any Subcontractor's failure to pay the Prevailing Wage to a mechanic, laborer, worker or equivalent individual or to comply with the requirements of *Code of Virginia* § 2.2-4321.3.
- n. *Code of Virginia*, § 2.2-4376.2 shall be applicable to the Work of the Contract.

4. NONDISCRIMINATION

- a. Contractor shall comply with the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginia Human Rights Act, as amended, and the laws of the Commonwealth of Virginia and all Executive Orders in effect at the time of the Work which safeguard individuals from unlawful discrimination in employment.
- b. *Code of Virginia* § 2.2-4311 and executive orders currently in effect shall be applicable to the Work of the Contract. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment, subcontracting, and delivery of goods and services because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law or executive order 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.
 2. 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.
 3. 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.
 4. The Contractor shall include the provisions of the foregoing subparagraphs 1, 2 and 3 in every Subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor and Supplier.
- c. *Code of Virginia*, § 2.2-4201 shall be applicable to the Work of the Contract. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts over \$10,000.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that Contractor is an equal opportunity employer. However, 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 chapter
 3. If the Contractor employs more than five (5) employees, the Contractor shall: (i) provide annual training on the Contractor's sexual harassment policy to all Contractor's supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees who are required to complete sexual harassment training provided by the Commonwealth of Virginia Department of Human Resource Management; and (ii) post the Contractor's sexual harassment policy in: (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes; and (b) the Contractor's employee handbook.
 4. The Contractor shall include the provisions of the foregoing subparagraph 1, 2 and 3 in every Subcontract and purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor and Supplier.
- d. Where applicable, the Virginians with Disabilities Act and the federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors and Suppliers.
- e. The Owner does not discriminate against faith-based organizations as defined in *Code of Virginia* § 2.2-4343.1(B).

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- a. The Contractor shall establish a written policy to maintain and enforce a drug-free workplace, to specify actions that will be taken against persons for violations of the policy, and to require that such policy be binding on each of its employees, Subcontractors, and Suppliers performing Work of the Contract.
- b. The Contractor's policy shall prohibit the following acts by all Contractor, Subcontractor, and Supplier personnel at the Site:
 - 1. The manufacture, distribution, dispensation, possession, or use of a controlled substance or marijuana, except possession and medically prescribed use of prescription drugs; and
 - 2. The impairment of judgment or physical abilities due to the use of a controlled substance or marijuana, including impairment from prescription drugs.
- c. The Contractor shall post a copy of this policy in a conspicuous place at the Site and assure that all personnel, including potential hires, are advised of the policy. A violation of this policy will be recognized as a breach of Contract and may result in termination of the Contract.
- d. The Contractor shall include in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- e. The Contractor shall include the foregoing provisions as binding upon each Subcontractor and Supplier in every subcontract or purchase order over \$10,000.
- f. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

6. TIME FOR COMPLETION

- a. The Contractor shall achieve Substantial Completion on or before the Contract Completion Date. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) Days after the Contract Completion Date.
- b. The Contractor acknowledges and agrees that the Owner is relying upon the Time for Completion and Contract Completion Date for planning the use and Beneficial Occupancy of the Work and for all other purposes. If the Contractor fails to achieve Substantial Completion by the Contract Completion Date, the Contractor shall be subject to payment of actual damages incurred by the Owner or liquidated damages, if provided for in the Contract.
- c. The Contractor, in submitting its bid or proposal, acknowledges that the Time for Completion is a reasonable duration and period for performing the Work and that it has taken into consideration normal weather conditions for the period of performance. Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather conditions and events for the past ten (10) years. Normal weather conditions shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the Site. No additional compensation, costs or damages will be paid to the Contractor

because of normal weather conditions, including normal adverse weather to be anticipated during the Project. An extension of time for abnormal adverse weather conditions which directly impact the Work will be considered by the Owner upon under the following conditions, all of which must be strictly complied with and demonstrated by the Contractor:

1. A request for extension of time-based on abnormal adverse weather conditions must be made in writing within fourteen (14) Days of the completion of the calendar month during which the abnormal adverse weather conditions impacted the Work at the Site. The request for additional time shall be substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate an actual departure from weather conditions that could have been anticipated at the Site during the dates in question.
2. The abnormal adverse weather must have caused a delay to the Contract Completion Date as a result of a delay to the Critical Path as depicted on the accepted "critical path method" schedule or the approved bar graph schedule current at the time of the weather event. No extension will be considered for any portion of any delay which consumes only Float.
3. All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before the end of the calendar month following the month for which the request is made.

Compliance with the requirements of this section is a condition precedent to the Contractor's entitlement to any change or adjustment to the Contract Completion Date for impacts from abnormal weather conditions.

- d. The Contractor's execution of the Contract is a representation and agreement that the Contractor has visited the Site and reviewed the requirements of the bid documents, the Contract Documents, local conditions, availability of materials, equipment, and labor, the reasonable time required for the Owner to respond to Submittals, and any other factors which may affect the performance of the Work, and has taken all these factors into consideration in submitting its bid and executing this Contract.

7. CONDITIONS AT SITE

- a. The Contractor shall have visited the Site prior to bidding or submitting its proposal and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing conditions, improvements and work within or adjacent to the Site. The Contractor shall not submit any claims or any request for adjustments of the Contract Price or Contract Completion Date which result from its failure to consider such conditions.
- b. If in the performance of the Work the Contractor encounters (i) hidden physical conditions of a building being modified which are materially different from those ordinarily encountered or generally recognized as inherent in the activities being performed or (ii) subsurface or concealed latent conditions which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor shall promptly provide Notice to the Owner and A/E before the conditions are disturbed and not later than seven (7) Days after discovery. The A/E shall promptly review the conditions and propose such changes or adjustments, if any, in the Contract Documents that may be necessary to address the conditions. The Contractor must request any change in the Contract Price or Contract Completion Date for such conditions pursuant to the applicable requirements in Sections 38, 39, and 43 of these General Conditions. Compliance with the requirements of this section is a condition precedent to the Contractor's entitlement to any change or adjustment in the Contract Price or Contract Completion Date as a result of such Site conditions.

- c. If the Contractor, during the course of the Work, observes the existence of any material which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner in writing before the material is disturbed further or the affected work is performed. The Owner will provide the Contractor with instructions regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner. The Contractor must request any change in the Contract Price or Contract Completion Date for such conditions pursuant to the applicable requirements in Sections 38, 39 and 43 of these General Conditions. Compliance with the requirements of this section is a condition precedent to the Contractor's entitlement to any change or adjustment in the Contract Price or Contract Completion Date as a result of such Site conditions.

8. CONTRACT SECURITY

- a. For contracts with a value exceeding Five Hundred Thousand Dollars (\$500,000) or as required by the Owner on the CO-9, the Contractor shall deliver to the Owner or its designated representative, a Commonwealth of Virginia Standard Performance Bond, DGS-30-084 (CO-10) and a Commonwealth of Virginia Standard Labor and Material Payment Bond, DGS-30-088 (CO-10.1), each fully executed by the Contractor and one or more surety companies legally licensed to do business in Virginia and each in an amount equal to one hundred percent (100%) of the Contract Price. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to approval by the Owner. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner and the Office of the Attorney General of Virginia. To facilitate review of the bonds by the Office of the Attorney General, the power of attorney from the surety company to its agent who executes the bond shall be attached to the bond, or, if not so attached, prior to the execution of the bonds by the surety, recorded in the Office of the Clerk of Court for the City of Richmond, Virginia, at the John Marshall Court Building, 400 North Ninth Street, Richmond, VA 23219.
- b. For the purposes of all Standard Labor and Material Payment Bonds entered into, the term "subcontractors" as used in § 2.2-4337(A)(2) of the *Code of Virginia* is interpreted to mean any Subcontractors at any tier who participated in the prosecution of the Work undertaken by the Contractor (referred to in § 2.2-4337(A)(2) of the *Code of Virginia* as the "prime contractor"), whether such Subcontractor had a direct contract with the Contractor (prime contractor) or another Subcontractor, regardless of whether there were one or more other intervening Subcontractors contractually positioned between it and the Contractor (prime contractor).
- c. *Code of Virginia* § 2.2-4338 allows for alternative forms of security in lieu of payment and/or performance bonds. No alternative forms of security shall be allowed unless approved in writing by Owner prior to Contractor's submission of its Bid or proposal.
- d. Mechanic's liens may not be filed or recorded on Owner, Agency, or Commonwealth property. The Contractor shall keep the Owner's property free and clear from all mechanic's liens. The Contractor shall, upon Notice from the Owner, cause any liens filed or recorded to be released within ten (10) Days from Notice at its cost and expense; and if the Contractor fails to do so, the Owner shall have the right, but not the obligation, to cause such lien to be released by bonding or otherwise, and the Contractor shall indemnify and hold harmless the Owner from all costs and expenses incurred or to be incurred as a result, including bond premiums, court costs and attorneys' fees arising from or related to such liens. At the Owner's option, it may withhold payment of any sums due the Contractor until any such liens are released, and may deduct such costs or expenses from any payment then due or thereafter becoming due from the Owner to the Contractor.

9. SUBCONTRACTS

- a. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner and A/E in writing of the names of all Subcontractors proposed for the principal parts of the Work and of such others as the A/E may direct. Where the Specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the A/E shall direct the Contractor to contract with any particular Subcontractor unless provided in the Specifications or Invitation for Bids.
- b. The Owner may select a particular Subcontractor for a certain part of the Work and designate on the Invitation for Bids or Request for Proposal that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated on the bid or Proposal form. The Contractor shall include the stipulated amount plus its markups in the bid or Proposal. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor. If the Contractor has a reasonable objection to the Subcontractor designated, then the Contractor shall note the exception in its bid or proposal and the reason for the exception and maintain appropriate provisions for coordinating the work of the Subcontractor. The Owner, at its sole discretion, may accept the Contractor's bid or proposal with the exception noted and contract separately with the Subcontractor under the provisions of Section 10 of the Contract or designate a different Subcontractor.
- c. The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor, and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- d. The Contractor shall be fully responsible to the Owner for all acts and omissions of its agents and employees and all tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner or A/E and any Subcontractor, Supplier or other Person, nor shall it create any obligation on the part of Owner or A/E to pay for or to see to the payment of any moneys due any Subcontractor, Supplier or other Person, except as may otherwise be required by law.
- e. The Contractor shall be fully responsible for its invitees at the Site and for those of its Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- f. The Contractor agrees that it is responsible for all dealings and coordination with Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.

10. SEPARATE CONTRACTS

- a. The Owner reserves the right to let other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford 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 its Work with that of separate contractors. If the Owner has listed other separate contracts in the Invitation for Bids or Requests for Proposal which it expects to proceed simultaneously with the Work of the Contractor, and has included the estimated timing of such other contracts in the Invitation for Bids or Requests for Proposal, the Contractor shall integrate the schedule of those separate contracts into its scheduling. The Contractor shall make

every reasonable effort to assist the Owner in maintaining the schedules for all separate contracts. If the work performed by a separate contractor is Defective or performed so as to prevent or threaten to prevent the Contractor from carrying out its Work according to the Contract, the Contractor shall immediately notify the Owner and the A/E upon discovering such conditions.

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

11. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- a. The Contractor shall not commence Work under this Contract until all insurance required hereunder has been obtained from an insurer authorized to do business in Virginia and such insurance has been approved by the Owner. The Contractor shall provide to the Owner Certificates of Insurance for all required coverage and, upon request, shall provide full copies of the Contractor's insurance policies. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- b. The Contractor shall procure and maintain, as required herein, the following insurance coverages:
 - 1. Workers' Compensation and Employer's Liability Insurance to cover all employees engaged in the Work of a type and in an amount to meet all Commonwealth of Virginia statutory requirements and regulations to provide all benefits to which employees may be entitled, including Employers Liability, with limits no less than \$1,000,000 bodily injury by accident or disease, each employee. Where applicable, coverage shall be extended to cover any claims under the United States Longshoreman's Act and Harbor Workers Act and Jones Act as may be appropriate for the work.
 - 2. Comprehensive General Liability insurance, including coverage for Broad Form Contractual, Premises/Operations, Product and Completed Operations, Independent Contractor's Liability, and Personal Injury Liability, with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, applicable on a per-project basis. The policy shall not exclude or limit the amount of coverage for the Work of the Project or for explosion, collapse, underground operations, mold, or exterior insulation and finish system ("EIFS").
 - 3. Automobile Liability Insurance with a limit of not less than \$1 million combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned, hired and borrowed vehicles, whether on-Site or off-Site.
 - 4. Contractor or the Asbestos Subcontractor shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000. The following shall be named as additional insureds on this policy: the Commonwealth of Virginia, its officers, employees and agents; the A/E (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).
- c. Unless otherwise specified, Contractor shall ensure that all insurance required by Subsection (b) above contains the following provisions:
 - 1. With the exception of Workers' Compensation insurance, the Commonwealth of Virginia, the Owner, and their officers, employees and agents shall be named as additional insureds on all policies. The additional insureds as stated for the asbestos coverage shall be as stated in Section 11(b)(4).
 - 2. All insurance coverage shall be considered primary and non-contributory with respect to

other insurance that might be available to the Contractor, A/E, Owner, or Agency.

3. All insurers shall waive rights of subrogation against the Commonwealth of Virginia, Owner and Agency for any claims covered by the insurance required herein.
4. All deductibles or self-insured retentions shall be the sole responsibility of the Contractor.
- d. No insurance will be canceled, dropped, replaced, or materially changed without at least thirty (30) Days' prior written Notice to and consent of the Owner.
- e. Contractor shall require each Subcontractor to carry the same insurance, and in the same amounts, required by Section 11(b)(1)-(3) above. The Contractor shall not allow any Subcontractor to commence Work on the Project until all insurance required of the Subcontractor by this Contract has been obtained by the Subcontractor and approved by the Contractor.
- f. Prior to award of the Contract, the Contractor shall submit, on the form provided by the Owner, a Certificate of Coverage verifying Workers' Compensation insurance is in place. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation insurance from each Subcontractor and shall provide a copy to the Owner prior to the Subcontractor beginning Work at the Project.

12. "ALL-RISK" BUILDER'S RISK INSURANCE TO INCLUDE AN INSTALLATION FLOATER

- a. The Contractor shall procure and maintain, at its cost, "all-risk" Builder's Risk insurance with minimum coverage and limits as follows:
 1. **New Construction, Addition, or Major Renovation:** When the Work is new construction, addition, or Major Renovation, the Contractor shall maintain "all-risk" Builder's Risk insurance for the Work and the entire structure or structures, if any, on which the Work is to be done with a minimum limit of not less than the insurable value of the structure(s) plus one hundred percent (100%) of the Contract Price and the value of all Change Orders, to represent the total value of the structure(s) and the Work on a replacement cost basis.
 2. **Limited Renovation:** When the Work is Limited Renovation to an existing structure, the Contractor shall maintain "all risk" Builder's Risk insurance in an amount equal to one hundred percent (100%) of the Contract Price and the value of all Change Orders, to represent the total value of the Work on a replacement cost basis. .

When a project is an addition with Limited Renovation to an existing structure, then the insurable value of the existing structure shall not be included.

- b. Builder's risk insurance shall be provided on an "all risk" or equivalent policy form and shall include, without limitation, insurance against all perils. The insurance shall cover the costs of debris removal, temporary buildings, legal requirements, and compensation for A/E services and Contractor services required following an insured loss. The insurance shall cover portions of the Work stored off-Site, Work in transit, and all materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project. The policy shall include coverage for mold resulting from a covered peril, property in transit or temporary storage, equipment breakdown/course of construction, and soft costs within the aggregate or blanket limit of the of the policy. If not otherwise covered by the Builder's Risk policy, Contractor also shall provide an installation floater to cover all equipment and materials intended for installation at the Project.

In the event the policy includes any coverages where the limit is less than the aggregate or blanket limit of the policy (sub limits), the coverage shall be no less than the stated minimum sub-limits for the following perils:

- Flood	\$2,000,000
- Earth Movement	\$2,000,000
- Debris Removal	\$2,000,000
- Extra or Expediting Expense	\$250,000
- Interior Water Damage	\$2,000,000
- Loss of Income/Extra Expense	12 Months
- Soft Costs	Blanket or Aggregate Limit/14 Day Waiting Period

The Certificate of Insurance provided to the Owner shall disclose all sub-limits, stating the peril and limit applying to each. In the event that the aggregate policy limit is less than the sub-limits identified above, coverage for all perils must be provided within the aggregate or blanket limit of the policy.

- c. Builder's risk insurance may include a deductible provision if the Owner so provides in the Supplemental General Conditions, in which case the Contractor will be liable for such deductible whenever a claim arises. Any loss payable under the Builder's Risk insurance shall be payable to the Owner, in accordance with its interests, as they may appear, and then to any other persons insured thereunder.

Written evidence of this insurance and a copy of the policy shall be provided to the Owner no later than thirty (30) Days following the award of the Contract. The policy shall not be canceled, dropped, replaced, or materially changed without at least thirty (30) Days' prior written Notice to and consent of the Owner.

- d. Builder's risk insurance shall include the interest of the Contractor, the Owner, the Commonwealth, and all Subcontractors and Sub-subcontractors. Contractor shall maintain the builder's risk insurance until Final Payment by the Owner or until no person other than the Owner has an insurable interest in the Work, whichever is later.
- e. Any insurance provided through the Department of Treasury, Division of Risk Management, on buildings, construction, additions or renovations will not extend to Contractor's nor Subcontractors' buildings, equipment, materials, tools or supplies unless these items are to become property of the Owner upon completion of the Project and the Owner has assumed responsibility for such items at the time of the loss.

13. TAXES, FEES AND ASSESSMENTS

The Contractor shall, without additional expense to the Owner, pay all applicable federal, state, and local taxes, fees, and assessments arising out of the Work, except the taxes, fees and assessments on the real property comprising the Site. If the State Building Official elects to have the local building official inspect the Work as provided by *Code of Virginia* § 36-98.1, the Owner shall pay the resulting fees to the local building official.

14. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees, against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the Specifications or Plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the Specifications or Plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, the Contractor shall promptly advise the Owner and the A/E. 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 fails to inform the Owner and the A/E, the Contractor shall be responsible for any loss or liability due to the infringement.

15. ARCHITECT/ENGINEER'S STATUS

- a. The A/E shall have authority to endeavor to secure the faithful performance of the Work by Contractor. The A/E shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. The A/E shall interpret the requirements of the Plans and Specifications and issue Field Orders to the Contractor as may be required. The A/E shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Work or the requirements of the Contract. The A/E shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the Contract Documents or is Defective. The A/E shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the A/E shall confirm, in writing within fourteen (14) Days, any verbal order or determination made by the A/E.
- b. The A/E shall have no authority to approve or order changes in the Work which alter the design concept or which call for an extension of the Contract Completion Date or Final Completion or a change in the Contract Price.
- c. The Owner shall have the right, but not the duty, to countermand any decision of the A/E and to follow or reject the advice of the A/E, including but not limited to acceptance of the Work, as it deems best in its sole discretion. In those instances where the A/E has been given authority to act, the A/E shall promptly do so, but in the case of disagreement between the A/E and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation or decision of the A/E contrary to the A/E's authority or that is not consistent with the Contract Documents. The party taking issue with the determination, interpretation or decision of the A/E shall give the other party written notice of such fact within fourteen (14) days after the determination, interpretation or decision is communicated by the A/E. In the actual performance of the Work, the Contractor shall proceed in accordance with instructions given by the A/E unless the Owner and the Contractor mutually agree in writing or by Change Order that the Contractor shall proceed otherwise.
- d. All orders from the Owner to the Contractor shall either be transmitted through the A/E or communicated directly to the Contractor and the A/E by the Owner.
- e. Should the Owner choose to employ another or different A/E, the status of the A/E so employed shall be the same as that of the former A/E.
- f. The A/E shall provide a progress report to the Owner and the Contractor after each A/E visit to the

Site. The report shall be in writing indicating the date, time of day, weather conditions and the names of the persons representing the A/E who participated in the visit. The report shall advise the Owner of any problems that were noted or observed and shall compare the A/E's observations of the actual progress of the Work with that reported by the Contractor. On the basis of its on-Site observations, the A/E will make every reasonable effort to guard the Owner against delays, defects, and deficiencies in the Work of the Contractor. The A/E shall have the authority to inspect the Work, to note and report Defective Work and deviations from the Contract Documents to the Owner, to reject Work, and to recommend to the Owner the suspension of the Work when necessary to prevent Defective Work from proceeding or being covered.

- g. The A/E shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in the Contract Documents), or for safety precautions and programs in connection with the Work. The A/E shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.
- h. The A/E generally conveys written decisions and Notices to the Contractor through the Project Manager and shall generally receive information and Notices from the Contractor through the Project Manager unless otherwise agreed. The Owner may delegate from the A/E to the Project Manager certain inspection, verification, acceptance, rejection, and administrative duties and authority, but any such delegation shall be in writing and a copy thereof provided to the Contractor.
- i. The provisions of this Section are included as information only to describe the relationship between the Owner, A/E, and Contractor. No failure of the A/E to act in accordance with this Section shall relieve the Contractor from its obligations under the Contract or create any rights in favor of the Contractor against the Owner.

16. INSPECTION

- a. All material and workmanship shall be subject to inspection, examination and testing by the Owner, the A/E, the Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The A/E and the Owner shall have authority to reject Defective Work and non-conforming material and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of Defective Work, the Owner may replace such material and/or correct such Work and charge the cost to the Contractor, or may terminate the Contract as provided in Section 41 of these General Conditions, the Contractor and surety being liable for any damage to the same extent as provided in Section 41 for termination thereunder.
- b. Site inspections, tests conducted on Site and tests of materials gathered on Site which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds Defective Work or non-conforming materials or equipment, the Contractor shall reimburse the Owner for the cost of reexamination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires the Contractor to

perform or to pay, together with any inspections and tests which it chooses to perform for its own purposes, but which are not required by the Contract.

- c. Where Work is related to or dependent on Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected as Defective, the Contractor shall stop like Work in other areas or locations on the Project until the Owner has approved corrective measures.
- d. Should it be considered necessary or advisable by the Owner or the A/E at any time before the Final Completion Date to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall 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, the Contractor shall bear all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction and correction of the Defective Work. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement of the examined Work including a markup of fifteen (15%) percent for overhead and profit, shall be paid to the Contractor and, if the Contract Completion Date was delayed thereby, a time extension equivalent to the impact on the Critical Path shall be issued by Change Order. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test required by the Contract Documents or contrary to the instructions of the A/E, Owner, Project Inspector, or Building Official.

The Project Inspector has the authority to recommend to the A/E and the Owner that the Work be suspended when in his or her judgment the Contract Documents are not being followed. Any such suspension 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 that the Work in question was in full compliance with the Contract Documents.

- e. The Project Inspector has the right and the authority to:
 - 1. Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
 - 2. Inspect workmanship for compliance with the standards described in the Contract Documents.
 - 3. Observe and report on all tests and inspections performed by the Contractor.
 - 4. Recommend rejection of Work which does not conform to requirements of the Contract Documents or is Defective.
 - 5. Keep a record of construction activities, tests, inspections, and reports.
 - 6. Attend all Site construction meetings and inspections held by the Owner and/or the A/E with the Contractor.
 - 7. Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
 - 8. Check installations for proper workmanship and conformance with shop drawings and installation instructions.

9. Assist in the review and verification of the Form CO-12, Schedule of Values and Certificate for Payment, submitted by the Contractor each month.
 10. Do all things for or on behalf of the Owner as the Owner may direct in writing.
- f. The Project Inspector has no authority to:
1. Authorize deviations from the Contract Documents;
 2. Enter into the area of responsibility of the Contractor's superintendent;
 3. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures unless specifically required by the Contract Documents or in regard to safety precautions and programs in connection with the Work;
 4. Authorize or suggest that the Owner occupy the Project, in whole or in part; or
 5. Issue a certificate for payment.
- g. The duties of the Project Inspector are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor shall the failure of the Project Inspector to properly perform his or her duties in any way excuse Defective Work, improper performance of the Work, or noncompliance with the Contract Documents by the Contractor.

17. SUPERINTENDENCE BY CONTRACTOR

- a. The Contractor shall have a competent foreman or superintendent, satisfactory to the A/E and the Owner, on the Site at all times during the performance of the Work. The superintendent shall be familiar with and be able to read and understand the Contract Documents and be capable of communicating verbally and in writing with the Owner's representatives, the A/E, and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in foreman or superintendent, including the reason therefore, prior to making such change.
- b. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him or her, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors or anyone who will not interact appropriately with the public.
- c. The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, not interacting appropriately with the public, or otherwise objectionable, but the Owner shall have no obligation to do so.

18. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

- a. The Contractor shall be solely responsible for supervising and directing the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work, except where otherwise specified in the Contract Documents. The Contractor shall not be responsible for the negligence of others in the design or

selection of a specific means, method, technique, sequence or procedure of construction expressly required by the Contract. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

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

- b. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the A/E, subject to the Owner's right to disapprove. The Contractor must submit its written request for the substitution to the A/E with sufficient information to allow the A/E to determine that the substitute proposed is equivalent to that indicated or required by the Contract.
- c. The Plans and Specifications are divided into several parts, or sections, for convenience only and because the entirety of the Plans and Specifications must be considered and construed as a whole. The divisions of the Plans and Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work and for the compensation of the trades, Subcontractors and vendors for the Work performed.

19. SCHEDULE OF THE WORK

- a. **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule to finish on or before the Contract Completion Date. The Contractor may attempt to achieve Substantial Completion before the Contract Completion Date and receive payment in accordance with Section 36 for the Work completed each period. However, the Contract Completion Date shall be used in all schedules and schedule updates as the deadline for which Substantial Completion is to be achieved. The time (in Days) between the Contractor's planned early completion and the Contract Completion Date is part of the Float. Extensions of time allowed pursuant to Sections 38, 39, and 43, the determination of any compensation for compensable delay, and all other matters between the Owner and the Contractor will be determined using the Contract Completion Date, not an earlier Substantial Completion date planned by the Contractor.

Within two (2) weeks after the Contractor signs the Contract, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the A/E, a schedule for achieving Substantial Completion by the Contract Completion Date. The preliminary schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify the Contractor of any comments on the preliminary schedule within fifteen (15) Days of receipt by the Owner.

A fully complete Project schedule meeting the requirements set forth below in subparagraph (1) or (2), as applicable, must be submitted no later than sixty (60) Days after the Contract is signed by the Owner.

- 1. For Contracts with a Contract Price less than \$1,500,000, a "critical path method" or bar graph schedule may be utilized. The schedule shall indicate the estimated starting and completion dates for each major element of the work and satisfy the requirements of Section 19 (b) below.

2. For Contracts with a Contract Price of \$1,500,000 or more, a “critical path method” schedule shall be utilized to control the planning and scheduling of the Work. The “critical path method” schedule shall be the responsibility of the Contractor and shall be paid for by the Contractor and shall satisfy the requirements of Section 19(c) below.

It is the Contractor’s responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Completion Date and completion of any portions of the Work by any interim deadlines established by the Contract.

The Contractor shall allow sufficient time in the schedule for the A/E to conduct all reviews and inspections required under the A/E Contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such A/E activities.

The Owner and A/E review schedules and schedule-related submittals solely for compliance with the requirements of this Section. The Owner’s failure to reject or its acceptance of any schedule, graph, chart, recovery schedule, updated schedule, plan of action, monthly status report, or similar schedule-related submittals, shall not constitute a representation, admission, or warranty by the Owner, including but not limited to a representation, admission, or warranty that the schedule is feasible or practical or that contents therein are true or accurate, nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work by the Contract Completion Date.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner. Neither the second progress payment nor any subsequent payment shall be payable to the Contractor until it has submitted a fully complete Project schedule accepted by the Owner. No subsequent progress payments will be payable to the Contractor unless it submits each monthly Project report required by Section 19(d) in a form accepted by Owner and each recovery schedule required by Owner pursuant to Section 19(e).

Failure to provide a satisfactory preliminary schedule, fully complete Project schedule, or monthly Project report within the time limits stated above shall be a material breach for which the Owner may terminate the Contract in the manner provided in Section 41 of these General Conditions.

- b. **Bar Graph Schedule:** Where a bar graph schedule is allowed, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features and activities, including but not limited to the placing of orders for materials, submission of Shop Drawings and other Submittals for review, approval of Shop Drawings and Submittals by A/E, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. Each Work activity will be assigned a duration by the Contractor. One Day shall be the time unit used. The bar graph shall establish and show the Critical Path for the Work.
- c. **Critical Path Method Schedule:** Where a Critical Path method schedule is required, it shall be in the time-scaled precedence format using the Contractor’s logic and time estimates. The Critical Path method schedule shall be drawn or plotted with activities grouped or zoned by Work area or Subcontract rather than random (or scattered) format.

The Critical Path method schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features and activities of the Work, including not only the actual construction Work for each trade, but also the submission of Shop Drawings and Submittals for review, approval of Shop Drawings and Submittals by the A/E, placing of orders for materials, the manufacture and delivery of materials, the testing and installation of materials and equipment, and all Work activities to be performed by the Contractor.

The Critical Path method schedule shall have no line-item activities longer than thirty (30) Days in duration, and activities shall be included to provide sufficient detail for effectively managing the sequence of the Work. Failure to include any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within the Time for Completion and by the Contract Completion Date and any interim deadlines established by the Contract. Each Work activity will be assigned a duration by the Contractor.

When completed, the Critical Path method schedule shall be submitted to the A/E and the Owner for review. The Critical Path method schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, any constraints placed upon the activity, and clearly depict all activities on the Critical Path for the Work. Float and Free Float shall be indicated for all activities. Float, whether Free Float or Total Float, shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work by the Contract Completion Date.

On contracts with a price over \$5,000,000, each activity on the Critical Path method schedule shall also be attributable to, and correlate with, each activity on the Schedule of Values, the sum of which for all activities shall equal the Contract Price.

When accepted by the Owner and the A/E as compliant with the requirements of this Section, the schedule shall become the baseline Critical Path method schedule for the Project. Acceptance of the schedule by the Owner does not indicate agreement with, nor responsibility for, the proposed or actual duration of any activity or logic shown on the accepted schedule.

- d. **Monthly Project Reports:** The Contractor shall review progress of the Work not less than each month, but as often as necessary to properly manage the Project and stay on schedule to finish before the Contract Completion Date. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish before the Contract Completion Date. The Contractor shall submit to the A/E along with each Certificate for Payment a copy of the bar graph schedule annotated to show the current progress or, for projects requiring a Critical Path method schedule, a monthly report of the status of all activities. The bar graph schedule or monthly status report submitted with each Certificate for Payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders and the manufacture, testing and installation of materials, supplies and equipment. The form for these reports shall be approved by the A/E and the Owner prior to submission of the first Certificate for Payment. If any elements of the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures it is taking and plans to take to bring each such element back on schedule and to ensure that the Work is completed before the Contract Completion Date.
- e. **Progress Delay:** Should any of the following conditions exist, the Owner may require that the Contractor prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Completion Date:
 - 1. The Contractor's monthly project report indicates delays that, in the judgment of the A/E or the Owner, call into question the Contractor's ability to complete the Work by the Contract Completion Date;
 - 2. The Critical Path method schedule sorted by early finish dates shows the Contractor to be thirty (30) or more Days behind on the Critical Path schedule at any time during the Work, up to thirty (30) Days prior to the Contract Completion Date;
 - 3. The Contractor desires to make changes in the logic or sequencing of Work activities or

the planned duration of future activities of the Critical Path method schedule which, in the judgment of the A/E or the Owner, are of a significant departure from those of the baseline schedule or prior schedule updates.

The plan of action and recovery schedule, when required, shall contain a narrative explanation and display how the Contractor intends to regain compliance with the most current and Owner accepted Critical Path method schedule, as updated with approved Change Orders, if any.

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

- f. **Early Completion of Project:** The Contractor may attempt to achieve Substantial Completion before the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay damages to the Owner because of the Contractor's failure to achieve Substantial Completion by any planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for achieving Substantial Completion prior to the Contract Completion Date nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to achieve Substantial Completion earlier than the Contract Completion Date.

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

20. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- a. Before submittal of the first Certificate for Payment, the Contractor shall prepare for review and approval of the A/E and the Owner the Schedule of Values listed by trades or by Specifications sections for the Work, the total for which equals the Contract Price. Where the Work has multiple parts or phases, the Contractor shall prepare appropriate Schedules of Values to facilitate reviews of Certificate for Payment submitted for each part or phase.

All Certificates for Payment shall be made in the ASTM Uniformat II structure on the Form CO-12, Schedule of Values and Certificate for Payment.

- b. If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the Project, the quantities delivered, the Work completed, and the quantities stored on or off-Site.
- c. The Contractor shall complete the "Value of Work Completed" portion of the Form CO-12, complete and sign the Contractor's certification, and attach all substantiating material each Certificate for Payment. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, timesheets, payroll records, daily job logs/records, and similar materials

which, in the opinion of the Owner and the A/E, are necessary or sufficient to justify payment of the amount requested.

- d. The labor progress for any task or activity shall be calculated based upon the percentage of Work complete up to fifty percent (50%) of the completion of the task or activity. Thereafter, the evaluation of labor progress will be based upon the effort required to complete that task or activity. The material progress shall be calculated as the invoiced dollar cost of materials used in relation to the amount estimated as necessary to complete a particular element of Work. When calculating material progress, credit shall be given for installed material as well as that stored on the Site and any material stored off-Site which has been certified by the A/E in accordance with Section 36 of these General Conditions.
- e. Should Work included in previous Certificates for Payment, and for which payment has been made, subsequently be identified by tests, inspection, or other means, as Defective or not acceptable or not conforming to the Contract Documents, the "Value of Work Completed" portion of the first Certificate for Payment submitted after such identification shall be modified to reduce the "completed" value of that Work to a percentage reflecting only that work which is not Defective or nonconforming.

21. ACCESS TO WORK

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

22. SURVEYS AND LAYOUT

- a. The Owner shall furnish the Contractor documents showing property lines and the location of existing buildings and improvements at the Site. The Contractor shall provide competent surveying and engineering services to execute the Work and shall be responsible for the accuracy of those surveying and engineering services.
- b. The Owner shall provide the general reference points and benchmarks on the Site as required of it by the Plans and Specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, it shall promptly notify the A/E.
- c. The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without prior written Notice to the A/E and prior written approval from the Owner. Benchmarks and monuments that are lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior written approval of the Owner, be replaced and accurately located by the Contractor.

23. PLANS AND SPECIFICATIONS

- a. The general character and scope of the Work are illustrated and described by the Plans and the Specifications. If the Contractor deems additional detail or information to be needed, the Contractor shall request the same in writing from the A/E. The request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date by which the requested information is required. The A/E shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions at no additional cost to the Owner and with no time extension.

- b. If the Contractor finds a conflict, error, omission, or other discrepancy in the Plans or Specifications, he shall notify the A/E in writing as soon as possible, but before proceeding with any Work that is or may be impacted by the matter. The A/E shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional or extra Work, it shall provide Notice of its request for additional time and/or compensation to the Owner and A/E prior to proceeding with that Work. The Contractor also shall submit a request for Change Order along with a detailed substantiating cost proposal through the A/E to the Owner within fourteen (14) Days of the receipt of the Field Order or before proceeding with the Work, whichever is earlier.
- c. If a conflict, error, omission or other discrepancy in Plans or Specifications was reasonably apparent or with reasonable diligence should have been apparent to the Contractor prior to submitting its bid or Proposal, and the Contractor failed to submit a question to the A/E in the time and manner required by the Instructions to Bidders, then the Contractor shall not be entitled to additional compensation or time or entitled to bring a claim against the Owner based on such conflict, error, omission or other discrepancy. If the Contractor performs any Work, or is delayed in performing any Work, where such Work involves a conflict, error, omission, or other discrepancy in the Plans or Specifications that the Contractor knew about, or with reasonable diligence should have known about, for which the Contractor failed to provide Notice to the A/E and Owner as required, the Contractor shall assume full responsibility for the Work or delay and shall bear all costs attributable to correcting any Work requiring correction or to any delay, and such conflict, error, omission, or other discrepancy shall not be the basis for a claim against or any recovery from the Owner.
- d. In case of differences between a small and large scale Drawing, the large scale Drawing shall govern. Where on a Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.
- e. Where the word “similar” appears on a Drawing, 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.
- f. Measurements or dimensions shown on the Drawing for Site features, utilities, buildings, structures, or improvements shall be verified at the Site by the Contractor before commencing the Work. The Contractor shall not scale measurements or dimensions from a Drawing. If there are discrepancies among Drawings or the Plans, the Contractor shall notify and request clarification from the A/E before proceeding with the impacted Work. If new Work is to connect to, match with or be provided in existing facilities, buildings, or improvements, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication of materials or construction.
- g. As-Built Drawings: The Contractor shall maintain at the Site for the Owner one copy of the As-Built Drawings in good order and marked to record all changes as they occur during construction. These shall be available to the A/E, the Owner, the Project Inspector, the Owner’s other inspectors and to the Owner’s testing personnel
- h. Preparation of Record Drawings: Upon completion of the Work and prior to the final inspection, the Contractor shall deliver to the A/E, for preparation of the Record Drawings, one complete set of “As Built” Drawings depicting the Work in its as-built condition at Final Completion.

24. SUBMITTALS AND PROJECT RECORDS

- a. The Contractor shall submit a listing of all Submittals required by the A/E or which the Contractor identifies as necessary, stating the dates for the submission of each Submittal. The listing shall be in a format acceptable to the A/E. The Contractor shall identify all Submittals with the Owner’s

Project Code Number as required by Section 24(e).

- b. Submittals shall be forwarded to the A/E for approval if required by the Specifications or if requested by the A/E or the Owner. No part of the Work dealt with by a Submittal shall be ordered, fabricated or installed by the Contractor, except at its own risk, until the Submittal for that Work has been approved.

Working drawings, Shop Drawings and/or Submittals for fire protection, fire alarm, fire detection and security systems shall be submitted to, and approved by, first the A/E and then the Building Official prior to ordering, fabricating or installing such systems. The Contractor shall be solely responsible for obtaining such approvals. No part of the Work involving such systems shall be ordered, fabricated or installed by the Contractor until such approvals have been obtained.

- c. The Contractor shall furnish to the A/E for approval, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When Submittals are required by this Contract for materials, the Contractor shall furnish full information concerning the material or articles which the Contractor intends to incorporate in the Work. When required, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.
- d. Unless otherwise indicated or required by the Specifications, Shop Drawings shall be submitted in the form of one reproducible tracing and three blue-line or black-line prints. Catalog cuts, product data and other non-reproducible literature, except certificates, shall be submitted in six (6) copies minimum, of which three (3) will be retained by the A/E and the remainder will be returned to the Contractor. The Contractor shall maintain one copy of all approved Shop Drawings and Submittals in the construction trailer for use by inspectors. If agreed by the Owner, A/E, and Contractor, Submittals may be provided in electronic format in lieu of hardcopy format.
- e. Submittals shall be accompanied by a letter of transmittal which shall list the Project Code Number, the Submittals included, and the date. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Work. Each Submittal shall contain specific references to the sections of the Plans and Specifications to which the item or component that is the subject of the Submittal relates.
- f. The Contractor shall check Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.

- g. After checking each Submittal, the Contractor shall stamp each sheet of the Submittal with the Contractor's review stamp. Data submitted in a bound volume or on one sheet printed on two sides, may be stamped on the front of the first sheet only. The Contractor's review stamp shall be worded as follows:

The equipment and material shown and marked in this Submittal is proposed to be incorporated into this Project, is in compliance with the Contract Plans and Specifications unless otherwise shown in bold-face type or lettering and listed on a page or pages captioned "**DEPARTURES FROM PLANS AND SPECIFICATIONS**", and can be installed in the allocated spaces.

Reviewed by _____ Date _____

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

- h. The Contractor shall forward all Submittals sufficiently in advance of construction activities and requirements to allow sufficient time for checking, correcting, resubmitting and rechecking each Submittal.
- i. If a Submittal indicates a departure from the Contract Documents, the A/E may reject the Submittal or recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. Any departure from the Contract Documents must be authorized by a Change Order if it results in adjustment of the Contract Price or the Contract Completion Date.
- j. The A/E is responsible to the Owner, but not to the Contractor, to verify that the information, equipment and materials depicted in Submittals conform to the design concept and functional requirements of the Plans and Specifications, that the detailed design portrayed in Shop Drawings and proposed equipment and materials shown in Submittals are of the quality specified and will function properly, and that the Submittals comply with the Contract Documents.
- k. The Work shall be in accordance with approved Submittals. Approval of the Contractor's Submittals by the A/E does not relieve the Contractor from responsibility for complying with the Contract Documents.
- l. The Plans and/or Specifications may indicate that the A/E designed or detailed a portion of the Work-around a particular product. Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the responsibility of the Contractor and shall be made at no extra cost to the Owner. If the plans were noted as designed or detailed around a particular product and/or if a product is named when a "brand name or equal" requirement has been used, other products may be utilized following Section 26 of these General Conditions.
- m. Additional Submittal requirements are shown in the Specifications.
- n. Ownership of all materials and documentation including Shop Drawings, BIM models, copies of any calculations and analyses prepared and other Project-specific details of building components created during the Submittal process shall belong exclusively to the Owner. These materials and documentation, whether completed or not, shall be the property of the Commonwealth of Virginia, whether the Work for which they are made is executed or not. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, offeror, or contractor timely invoked the protections of *Code of Virginia* § 2.2-4342(F).

- o. The Contractor shall maintain comprehensive records of all documentation produced in the performance of the Work and maintain a records management system to provide for document tracking, organization, storage and archiving of such documentation. The Contractor's records management system shall provide for the electronic storage and transmission of Project documents and information through one or more of the following methods: (1) web accessible project management software; (2) electronic files shared utilizing removable electronic media; (3) paper copies of documentation; or (4) in such manner agreed to by the Owner and Contractor. Such records shall be retained by the Contractor for a period of five (5) years following the Final Completion Date. The Contractor shall make the project documentation available to the Owner within five (5) Days of request in an orderly, indexed manner to allow individual documents to be easily located and reviewed. The Contractor shall ensure all documentation is kept current and stored in the records management system in a timely manner.
- p. The Contractor's Project documentation shall include regular construction photographs to show progress of the Work and items that are or may be the subject of Contractor or Subcontractor claims. The photographer shall label each photograph with, at a minimum, the Project name, building name/number, City, State, name of Contractor/Subcontractor(s) whose work is depicted, date and time the photograph was taken, description of weather conditions, subject matter and viewpoint of the photograph, name of the photographer, and the names of any observers.

25. FEES, SERVICES AND FACILITIES

- a. The Contractor shall obtain all permits, except the Building Permit, and pay for all fees and charges necessary for temporary access, public right-of-way blockage or use, temporary connections to utilities, and the use of property (other than the Site) for storage of materials and other purposes, unless otherwise specifically stated in the Contract Documents.
- b. Certain projects such as renovations and interior modifications of existing buildings will usually have water and electric service to the building. In those instances, water and electric power, if required for the Work under the Contract, will be furnished by the Owner subject to reasonable use by the Contractor, but only to the extent and capacity of present services. The Contractor shall be responsible for providing required connections, temporary wiring, piping, etc. to these services in a safe manner and in accordance with applicable codes. All temporary wire, pipe, etc. shall be removed before the Substantial Completion inspection. Acceptance by the Contractor of the use of Owner's water and electricity constitutes a release to the Owner of all claims and of all liability to the Contractor for any damages which may result from the use of such utilities and power and water outages or voltage variations.
- c. The Owner shall pay any connection charges for permanent utility connections directly to the utility Supplier. The Contractor shall coordinate such connections with the utility Supplier.
- d. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through its Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of every nature whatsoever necessary to execute completely and deliver the Work before the Contract Completion Date.
- e. The Contractor shall provide all required temporary facilities, including Contractor's office space,

Owner's Project Inspector's office space (if required by the Specifications), sanitary facilities, and storage space, as required for the operations and the protection of the materials and the Work. Number, sizes and locations shall be subject to approval of the Owner. Sanitary facilities shall be plumbed into an approved waste treatment system or shall be an approved type of chemical toilet and shall be regularly serviced.

- f. Use and occupancy of the construction site as the Owner's Project Inspector's office or as a work or meeting space for other than contractor employees prior to receipt of a Certificate of Use and Occupancy is prohibited.

26. EQUALS

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

27. AVAILABILITY OF MATERIALS

If a brand name, material, product, or model number included in the Contract Documents is not available on the present market, alternate equal materials, products or model numbers may be proposed by the Contractor through the A/E for approval by the Owner through the process set forth in Section 26.

28. CONTRACTOR'S TITLE TO MATERIALS

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

29. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- a. Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new or Recycled and in first-class condition.
- b. Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants, or harmful to other building components, materials or products. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous or harmful materials, it shall notify the Owner and the A/E immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.
- c. All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by Persons skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of Persons performing the Work. Poor or inferior workmanship (as determined by the A/E, the Owner or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the A/E, the Owner, and other inspecting authority, as applicable.
- d. Where materials, supplies or equipment are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the Plans or Specifications, in which case the Contractor shall notify the A/E of the inconsistency and obtain written guidance from the A/E before proceeding with any Work involving the item.
- e. Where the Specifications or Plans refer to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the National Fire Protection Association ("NFPA"), National Electric Code ("NEC"), Occupational Safety and Health Act ("OSHA") and other codes and standards applicable to installations and associated work by trade.
- f. Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation of specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult, in advance, with the A/E for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question.
- g. During and/or at the completion of installation of any items, the tests designated in the Plans or Specifications necessary to assure proper and satisfactory functioning for its intended purpose shall be performed by the Contractor or by its Subcontractor responsible for the completed installation. All costs for such testing are to be included in the Contract Price. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

30. WARRANTY OF MATERIALS AND WORKMANSHIP

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work shall be new or Recycled, in first-class condition, and in accordance with the Contract

Documents. The Contractor further warrants that the Work shall be of the highest quality and in accordance with the Contract Documents and shall be performed by Persons qualified at their respective trades.

- b. Work not conforming to these warranties shall be considered Defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees and obligations in the Contract Documents and under Virginia law.

31. USE OF SITE AND REMOVAL OF DEBRIS

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

If the Contractor fails to clean up as required herein, the Owner may do so and charge the costs incurred thereby to the Contractor in accordance with Section 10 (b).

- e. The Contractor shall have, on-Site, an employee certified by the Department of Environmental Quality as a Responsible Land Disturber who shall be responsible for the installation, inspection and maintenance of erosion control and stormwater management measures and devices. The Contractor shall identify this employee to the Owner and the A/E in writing prior to any land disturbance on Site. The Contractor shall prevent Site soil erosion, the runoff of silt and/or debris carrying water from the Site, and the blowing of debris off the Site in accordance with the applicable requirements and standards of the Contract and the Virginia Department of

Environmental Quality's Erosion and Sediment Control Regulations and the Virginia Stormwater Management Regulations.

32. TEMPORARY ROADS

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

33. SIGNS

The Contractor may, at its option and without cost to the Owner, erect signs acceptable to the Owner on the Site for the purpose of identifying and giving directions to the Project. No signs shall be erected without prior approval of the Owner as to design, content and location.

34. PROTECTION OF PERSONS AND PROPERTY

- a. The Contractor expressly undertakes both directly and through its Subcontractors, to take every reasonable precaution at all times for the protection of all Persons and property at or near the Site or which may be affected by the Contractor's Work.
- b. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of safety requirements or duties or any potential safety hazard that is known to the Contractor or which is brought to the attention of the Contractor by the A/E, the Owner, or any other Persons shall be immediately abated.
- c. The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia*, shall apply to all Work under this Contract.
- d. The Contractor shall continuously maintain adequate protection of all the Work and Site from damage and shall protect the Owner's property from injury or loss arising in connection with the Work. The Contractor shall make good any damage, injury or loss caused by its operations or the Work, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection of Persons and the Site and the Work as required by public authority, local conditions, or the Contract.
- e. In an emergency affecting the health, safety, or life of Persons, or threatening loss or damage to the Work or adjoining property, the Contractor, without special instruction or authorization from the A/E or the Owner, shall act promptly, at its discretion, to prevent such threatened loss or injury. The Contractor shall carry out any instructions or directives issued by the A/E or Owner, to prevent threatened loss or injury, immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency actions or measures shall be submitted and determined as provided by Section 38.
- f. When necessary for the proper protection of the Work, temporary heating of a type compatible with the Work must be provided by the Contractor, at the Contractor's expense, unless otherwise specified.

35. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions.

36. PAYMENTS TO CONTRACTOR

- a. Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment (CO-12), showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the A/E. When evaluating the Contractor's Certificate for Payment, the A/E will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work in relation to the Contract Completion Date, and the estimated value of the Work remaining to achieve Final Completion. The A/E will schedule a monthly pay meeting to occur no earlier than the 25th day of the month represented by the Certificate for Payment and no later than the 5th day of the following month. The Contractor shall submit its Certificate for Payment so that it is received by the A/E and the Owner's Project Manager at least one work day prior to the date scheduled by the A/E for the monthly pay meeting. The Owner will review the estimate with the A/E and the Contractor at the monthly pay meeting, which shall be considered the receipt date, and may approve to pay any or all of the Certificate for Payment. In preparing estimates, the material delivered to the Site and preparatory Work done shall be taken into consideration, if properly documented as required by Section 20 of these General Conditions, or as may be required by the A/E, so that actual quantities supplied or performed may be verified. Materials or equipment purchased specifically for the Project, but stored off the Site within the Commonwealth of Virginia, may be considered for payment provided all of the following are accomplished prior to the submission of the Certificate for Payment in which payment for such item is requested:
 1. The Contractor must notify the Owner in writing, at least ten (10) Days prior to the submission of Certificate for Payment that specific items will be stored off-Site in a designated, secured place within the Commonwealth of Virginia. The Schedule of Values must be detailed to indicate separately both the value of the material and the labor/installation for trades requesting payment for stored materials. By giving such notification and by requesting payment for material stored off-Site, the Contractor warrants that the storage location is safe and suitable for the type of material stored and that the materials are identified as being the property of the Contractor, and agrees that loss of materials stored off the Site shall not relieve the Contractor of the obligation to timely furnish these materials for the Project and to achieve the Contract Completion Date. If the storage location is more than 20 miles from the Site, the Contractor may be required to reimburse the Owner for the cost incurred for travel to the storage location by Owner and/or the A/E to verify the Contractor's Certificate for Payment for materials stored off-Site. A supplementary agreement, acceptable to Owner, shall be required for payment for materials or equipment stored at a location that is not within the Commonwealth of Virginia.
 2. Contractor's notification and Certificate of Payment regarding stored materials shall:
 - a. Itemize the quantity of such materials and document with invoices showing the cost of said materials;
 - b. Indicate the identification markings used on the materials, which shall clearly reference the materials as for the Project;
 - c. Identify the specific location of the materials, which must be within reasonable proximity to the Site and within the Commonwealth of Virginia;

- d. Include a letter from the Contractor's Surety which confirms that the Surety on the Performance Bond and the Labor and Material Payment Bond has been notified of the request for payment of materials stored off the Site and agrees that the materials are covered by the bonds; and
 - e. Include documentation establishing that the stored materials are covered by all-risk builder's risk insurance in an amount not less than the fair market value of the materials, which insurance shall include the Owner as an additional insured.
- 3. The A/E shall indicate, in writing, to the Owner that Submittals for materials stored off-Site have been reviewed and meet the requirements of the Contract Documents, that the stored materials meet the requirements of the Plans and Specifications, and that such materials conform to the approved Submittals. Should the A/E deem it necessary to visit the storage site to make such review, the Contractor shall bear the costs incurred therewith
- 4. The Owner, through the A/E, shall notify the Contractor in writing of its decision whether to pay for materials stored off-Site.
- 5. The Contractor shall notify the Owner in writing, through the A/E, when the materials are to be transferred to the Site and when the materials are received at the Site.
- b. Payment will not be made for materials or equipment stored on or off the Site which are not scheduled for incorporation into the Work within the six months next following submission of the Certificate for Payment without the prior written consent of the Owner, which consent may be withheld by the Owner if, in the Owner's sole discretion, it is not necessary to procure the materials more than six months in advance of use to assure their availability when needed.
- c. No payment shall be made to the Contractor until:
 - 1. The Contractor furnishes to the Owner its Social Security Number (SSN), if an individual, or its Federal Employer Identification Number (FEIN), if a proprietorship, partnership, corporation or other legal entity.
 - 2. Certificates of Insurance and required evidence of compliance by the Contractor with all the requirements of Section 11 and Section 12, if applicable, have been delivered to the Owner.
 - 3. Certificates of Insurance and required evidence of compliance by each Subcontractor with the requirements of Section 11 and Section 12, if applicable, have been delivered to the Owner for payments based on Work performed by a Subcontractor.
 - 4. The Contractor has: (i) submitted a preliminary schedule which is acceptable to the Owner in accordance with Section 19(a); (ii) submitted a fully complete Project schedule accepted by the Owner in accordance with Section 19(a); (iii) submitted all monthly Project reports required by Section 19(d); and (iv) timely provided a recovery schedule pursuant to Section 19(e), if requested by the Owner.
- d. The Owner shall withhold five percent (5%) of each progress payment to the Contractor until the Final Payment, unless otherwise provided by any law, regulation or program of the federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like. (*Code of Virginia* § 2.2-4333). The Owner may, at its sole discretion, agree on an item by item basis to release the retainage on items which are fully 100% complete and which have been accepted by the Owner as being tested and

complete and on which no further action or work will be required. Retainage which is released by the Owner shall be distributed by the Contractor in conformance with Section 37.

- e. All material and Work for which progress payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Defective Work. No payment shall waive any right of the Owner to require Contractor to fulfill all of the terms and conditions of the Contract Documents
- f. The Final Payment, which shall include the retainage, less any amounts due to or claimed by the Owner, shall not become due until the A/E and the Owner agree that Final Completion has been achieved and until the Contractor shall deliver to the Owner through the A/E a Certificate of Completion by the Contractor (CO-13.2) and an Affidavit of Payment of Claims (CO-13), stating that all Subcontractors and Suppliers of either labor or materials have been paid all sums claimed by them for Work performed and materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the Final Payment may include, but are not limited to, amounts due pursuant to Section 3(i), Section 16(a)-(d), Section 31(d), costs incurred to repair or replace Defective Work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible, delay damages under Section 43(h), and any liquidated or actual damages.

If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims (CO-13), an affidavit from each such Subcontractor and Supplier stating the amount of their Subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or Supplier, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, interplead such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into a Virginia Court or Federal Court sitting in Virginia, in the manner provided by law. Said interpleader and payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof.

- g. Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of Record Drawings, equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 36(f), the A/E shall deliver the written Certificate of Completion by the A/E (CO-13.1) to the Owner, with a copy to the Contractor, stating the entire amount of Work performed and compensation earned by the Contractor. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor, disputing the amount of compensation due to the Contractor, disputing the quality of the Work, disputing Final Completion, disputing Contractor's compliance with the Contract Documents, or any other reason.
- h. Unless there is a dispute about the compensation due to the Contractor, Defective Work, quality of the Work, compliance with the Contract Documents, Final Completion, claims by the Owner, other matters in contention between the parties, or unless monies are withheld pursuant to the Comptroller's Debt Setoff Program, within thirty (30) Days after receipt and acceptance of the Certificate for Payment in proper form by the A/E at the monthly pay meeting, the Owner shall pay to the Contractor the amount approved by the A/E, less all prior payments and advances

whatsoever to or for the account of the Contractor. In the case of Final Payment, the completed Affidavit of Payment of Claims (CO-13), the Certificate of Completion by the Contractor (CO-13.2) and the Certificate of Completion by the A/E (CO-13.1) shall accompany the final Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. Payment shall be mailed on or before the Payment Date for amounts and Work not in dispute, subject to any set offs claimed by the Owner; provided, however in instances where further appropriations are required by the General Assembly or where the issuance of further bonds is required, in which case, payment shall be made within thirty (30) Days after the effective date of such appropriation or within thirty (30) Days after the receipt of bond proceeds by the Owner. All prior estimates and payments, including those relating to extra Work, may be corrected and adjusted in any payment and shall be corrected and adjusted in the Final Payment. In the event that any Certificate for Payment contains a defect or impropriety, the Owner shall notify the Contractor of any defect or impropriety which would prevent payment by the Payment Date within five (5) Days after receipt of the Certificate for Payment by the Owner from the A/E.

- i. Interest shall accrue on all amounts owed by the Owner to the Contractor which remain unpaid seven (7) Days following the Payment Date. Said interest shall accrue at the discounted ninety-day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the publication entitled The Wall Street Journal on the weekday following each such Weekly Auction. During the period of time when the amounts due to the Contractor remain unpaid following the seventh (7) Day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the Contractor to gather and substantiate the applicable weekly interest rates to the satisfaction of the Owner and to calculate to the satisfaction of the Owner the interest due. In no event shall the rate of interest charge exceed the rate of interest charged pursuant to *Code of Virginia* § 58.1-1812. No interest shall accrue on retainage or when payment is delayed because of a dispute or disagreement between the Owner and the Contractor regarding the quantity, quality or timeliness of the Work, including, but not limited to, compliance with Contract Documents or the accuracy of any Certificate for Payment. This exception to the accrual of interest stated in the preceding sentence shall apply only to that portion of a payment which is withheld and shall apply only for the duration of the dispute. Nothing contained herein shall be interpreted to prevent the withholding of retainage to assure faithful performance of the Contract. These same provisions relating to payment of interest to the Contractor shall apply also to the computation and accrual of interest on any amounts due from the Contractor to the Owner for deductive change orders and to amounts due on any claims by the Owner. The date of mailing of any payment by the U.S. Mail is deemed to be the date of payment to the addressee. No interest penalty shall be paid to any debtor on any payment, or portion thereof, withheld pursuant to the Comptroller's Debt Setoff Program, as authorized by the Virginia Debt Collection Act (§ [2.2-4800](#) *et seq.*), commencing with the date the payment is withheld. If, as a result of an error, a payment or portion thereof is withheld, and it is determined that at the time of setoff no debt was owed to the Commonwealth, then interest shall accrue at the rate specified above on amounts withheld that remain unpaid after seven Days following the Payment Date.
- j. The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with the Work, except for things done or furnished which are the subject of unresolved claims for which the Contractor has filed a timely written Notice of intent and all other Notices and documentation required by the Contract Documents and provided a claim is submitted no later than sixty (60) Days after Final Payment. Acceptance of any interest paid by the Contractor shall be a release of the Owner from claims by the Contractor for late payment.
- k. No Certificate for Payment authorized by the A/E, and no payment, final or otherwise, no certificate of completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same

relieve the Contractor of responsibility for nonconforming materials or Defective Work, or operate to release the Contractor or its Surety from any obligation under the Contract, the Standard Performance Bond and the Standard Labor and Material Payment Bond.

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

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

- a. Within seven (7) Days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract, the Contractor shall:
 1. Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 2. Notify the Owner and the Subcontractor or Supplier, in writing, of the Contractor's intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment.
- b. The Contractor shall pay interest to its Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier, except for amounts withheld as allowed under subsection (a) (2) of this Section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- c. The Contractor shall include in each subcontract a provision requiring the Subcontractor to include in each of its subcontracts a provision requiring each of its subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower-tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

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

38. CHANGES IN THE WORK

- a. The Owner may at any time, by written order utilizing the Change Order (CO-11) and without Notice to the sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which alone will increase the total Contract Price to an amount more than twenty percent (20%) in excess of the original Contract Price without Notice to sureties. At the time of the Preconstruction Meeting described in Section 50(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve Change Orders and of any limits to each designee's authority. Should any designee change or the limits of their authority change, the party initiating such change in designee or authority shall give written Notice to the other Party and the A/E within seven (7) Days. The Contractor agrees and understands that the authority of the Owner's designee is limited by *Code of Virginia*, § 2.2-4309 and any other applicable statute.

Change Orders shall be effective when signed by both parties, unless Governor approval (or by his or her designee) is required, in which event the Change Order shall be effective when signed by the Governor or his or her designee.

In any Change Order adjusting the Contract Price, the increase or decrease in the Contract Price shall be determined by one of the following methods as selected by the Owner:

1. **Fixed Price:** By a mutually agreed fixed amount adjustment to the Contract Price. The Change Order shall be substantiated by documentation from the Contractor itemizing the estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. Any increase in the Contract Price shall include the Contractor's reasonable overhead and profit, including overhead for any unreasonable delay arising from or related to the Change Order and/or the change in the Work. See Subsections (d), (e) and (f), below.
2. **Unit Price:** By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.
3. **Cost Reimbursement:** The Owner may require the Contractor to perform change in the Work on a cost-reimbursement basis by issuing two Change Orders citing this Subsection: (a) an initiating Change Order, authorizing the changed Work; and (b) a confirming Change Order approving any adjustment in the Contract Price or the Contract Completion Date as a result of the change in the Work. The initiating Change Order shall:
 - a. Describe the scope or parameters of the change in the Work;
 - b. Describe the cost items to be itemized and verified for payment and the method of measuring the quantity of work performed;
 - c. Address the impact on the Critical Path and any adjustment to the Contract Completion Date;
 - d. Order the Contractor to proceed with the change to the Work;
 - e. Order the Contractor to keep in a form acceptable to the Owner, an accurate, itemized account of the actual cost of the change in the Work, including, but not limited to, the actual costs of labor, materials, equipment, and supplies;
 - f. Order the Contractor to annotate a copy of the Project schedule to accurately show the status of the Work at the time the initiating Change Order is issued, to show the start and finish dates of the changed Work, and the status of the Work when the changed Work is completed; and
 - g. State that a confirming Change Order will be issued to reflect any increase or decrease to the Contract Price and any change in the Contract Completion Date directly resulting from the change in the Work.

The Contractor shall sign the initiating Change Order acknowledging it will proceed with the change in the Work. The Contractor's signature on an initiating Change Order citing this Subsection 38(a)(3) shall not constitute the Contractor's agreement on the cost or time impact of the change in the Work.

Except as otherwise may be agreed to in writing by the Owner, costs incurred due to a change in the Work pursuant to this subsection 38(a)(3) shall not exceed those prevailing for the trades or crafts (based upon rates established by the U.S. Department of Labor,

Bureau of Labor Statistics, or other generally recognized cost data publication), materials, and equipment in the locality of the Project, may include only those items listed as allowable in Subsection 38(e), and shall not include any of the costs listed as not allowable in Subsection 38(f). The Owner shall be permitted, on a daily basis, to verify the Contractor's cost records and may require such additional records as are necessary to determine the cost of the change to the Work.

Within fourteen (14) Days after the completion of the change in the Work, the Contractor and the Owner shall review and reconcile all cost records and schedule information regarding the change in the Work. The parties shall prepare a confirming Change Order addressing: (i) any change in the Contract Price resulting from the change in the Work, based on the records kept and the Contractor's allowance for overhead and profit determined in accordance with the provisions set forth in Subsections 38(d), (e), and (f) below; and (ii) any change in the Contract Completion Date as a result of the change in the Work's impact on the Critical Path. If agreement on the confirming Change Order is not reached within the fourteen (14) Day period following completion of the change in the Work, the Contractor may submit a claim for the disputed cost or time as provided for in Section 47.

4. The Owner may issue a unilateral Change Order for any change in the Work stating the change in the Contract Price and/or change in the Contract Completion Date deemed appropriate by the Owner for the Work. If the Contractor objects to adjustments reflected in the unilateral Change Order, the Contractor may submit a claim for the disputed costs or time as provided for in Section 47.
- b. The Contractor shall review any Owner proposed change in the Work and shall respond in writing within fourteen (14) calendar Days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon its Work, including any increase or decrease in the Contract Price or Contract Completion Date that the Contractor requests as a result of the proposed change. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price. Any change in the Contract Completion Date shall be justified as set forth in Subsection 38(g).

The Owner shall review the Contractor's proposal and respond to the Contractor within thirty (30) days of receipt. If a change to the Contract Price and Contract Completion Date are agreed upon, both parties shall sign the Change Order. If a revised Contract Price and/or Contract Completion Date are not agreed upon, the Owner may direct the Contractor to proceed pursuant to Subsections 38(a)(3) or 38(a)(4).

- c. In figuring changes, any instructions for measurement of quantities set forth in the Contract shall be followed.
- d. Overhead and profit for both additive and deductive changes in the Work (other than changes covered by unit prices) shall be paid by applying the specified percentage markups only on the net cost of the changed Work (i.e. difference in cost between original and changed Work excluding overhead and profit). Said percentages for overhead and profit shall reasonably approximate the Contractor's overhead and profit, but shall not exceed the percentages for each category listed below:
 1. If a Subcontractor does all or part of the changed Work, the Subcontractor's mark-up for overhead and profit on the Work it performs shall be a maximum of fifteen percent (15%). The Contractor's mark-up for overhead and profit on the Subcontractor's price shall be a maximum of ten percent (10%).
 2. If the Contractor does all or part of the changed Work, its markup for overhead and profit on the changed Work it performs shall be a maximum of fifteen percent (15%).

3. If a Sub-subcontractor at any tier does all or part of the changed Work, the Sub-subcontractor's markup on that Work shall be a maximum of fifteen percent (15%). The markup for overhead and profit on a Sub-subcontractor's Work by the Contractor and all intervening tiers of Subcontractors shall not exceed a total of ten percent (10%).
 4. Where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract Price attributable to that Work shall be deducted from the Contract Price. However, in the event that equipment, product or material Submittals have been approved and orders placed for said equipment, products or materials, a lesser amount, but in no case less than eighty percent (80%) of the Contract Price attributable to that Work, shall be deducted from the Contract Price. The credit to the Owner for reduced premiums on Standard Labor and Material Payment Bonds and Standard Performance Bonds shall in all cases be one hundred percent (100%).
- e. Allowable costs for changes in the Work may include but are not limited to the following:
1. Labor costs for employees directly employed in the change in the Work, including salaries and wages plus the cost of payroll charges and fringe benefits and overtime premiums, if such premiums are explicitly authorized by the Owner.
 2. Materials incorporated into the change to the Work, including costs of transportation and storage, if applicable. If applicable, all cash discounts shall accrue to the Contractor, unless the Owner deposits funds with the Contractor to make such payments. All trade discounts, rebates, refunds, and returns from the sale of surplus materials shall accrue to the Owner.
 3. Equipment incorporated in the changed Work or equipment used directly in accomplishing the Work. If rented expressly for accomplishing the change in the Work, the cost shall be the rental rate according to the terms of the rental agreement, which the Owner shall have the right to approve. If owned by the Contractor, the costs shall be a reasonable price based upon the life expectancy of the equipment and the purchase price of the equipment. If applicable, transportation costs may be included.
 4. Costs of increases in premiums for the Standard Labor and Material Payment Bond and the Standard Performance Bond, provided coverage for the cost of the change in the Work results in such increased costs. At the Owner's request, the Contractor shall provide proof of his notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. The cost of the increase in premium shall be an allowable cost but shall not be marked up.
 5. Contractor and Subcontractor overhead costs as set forth in Subsection (d) markups above.
 6. **Agreed Compensation for Overhead for Changes to Time for Completion or Contract Completion Date for Changes to the Work:** If the change in the Work also changes the Contract Completion Date by adding Days to complete the Work, an itemized accounting of the following direct Site overhead and home office overhead and other indirect overhead expenses set forth in subparagraphs (a) and (b) below may be considered as allowable costs for compensation in addition to those shown above:
 - a. **Direct Site Overhead Expenses:** The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, and temporary Site utilities including basic telephone service,

electricity, heat, water, and sanitary / toilet facilities for each Day added. All other direct expenses are covered by and included in the Subsection 38(d) markups above.

- b. **Home Office and Other Indirect Overhead Expenses:** A five percent (5%) markup on the above direct Site overhead expenses will be allowed as compensation for the Contractor's home office overhead and all other direct or indirect overhead expenses for Days added to the Time for Completion or the Contract Completion Date for a change in the Work. All other overhead and other direct or indirect overhead expenses are covered by and included in this markup and the Subsection (d) markups above.

No direct Site, home office, or other indirect overhead shall be paid if the changed Work is done on a unit price basis unless the Contractor can demonstrate that the unit price does not include direct and indirect overhead costs.

7. Any other costs directly attributable to the change in the Work with the exception of those set forth in Subsection 38(f) below.

- f. Allowable costs for changes in the Work shall not include the following:

1. Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees, or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.
2. Home office expenses including payroll costs for the Contractor's officers, executives, administrators, accountants, counsel, timekeepers, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups allowable in Subsections 38(d) above.
3. Home and field office expenses not itemized in Subsection 38(e) (6) above. Such items include, but are not limited to, expenses of Contractor's home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental job costs, rent, utilities, telephone and office equipment, and other general overhead expenses.
4. Other items reasonably determined by the Owner to not be allowed.

- g. All Change Orders, except initiating Change Orders authorizing work pursuant to Subsection 38(a)(3) procedures, must state that the Contract Completion Date is not changed or is either increased or decreased by a specific number of Days. The old Time for Completion and, if changed, the new Time for Completion also must be stated.

If the Contractor requests an extension to the Contract Completion Date, it must provide written justification for the extension to the A/E and to the Owner. No extension to the Contract Completion Date shall be allowed unless, and then only to the extent that, the additional or changed Work increases the length of the Critical Path beyond the Contract Completion Date. Extensions to the Contract Completion Date will be granted only when an excusable delay exceeds the Total Float in the activity or path of activities affected by the Change Order. If approved, the increase in time required to complete the Work shall be added to the Contract Completion Date.

The Owner may decrease, by Change Order, the Contract Completion Date when an Owner-requested deletion from the Work results in a decrease in the actual time required to achieve

Substantial Completion of the Work. The Contractor may submit a request for an earlier Contract Completion Date under the procedures and subject to the considerations set forth in Section 19(f). No request for an earlier Contract Completion Date shall be considered for approval unless the proposed shorter schedule is otherwise acceptable under Sections 19(b) or (c), whichever is applicable.

With the exception of Change Orders under Subsection 38(a) (3), which shall arrive at a change to the Contract Price and Contract Completion Date using the procedures set forth therein, each Change Order shall include all time and monetary impacts of the change, whether the Change Order is considered alone or with all other changes during the course of the Project. Change Orders issued without a change to the Contract Completion Date and/or Contract Price conclusively establish that the change in the Work reflected by that Change Order had no impact on the Contract Price and/or Contract Completion Date. The parties may mutually agree in writing to postpone a determination of the time-related impacts of a change in the Work for a period of not more than forty-five (45) Days following completion of the change in the Work to give the Contractor an opportunity to submit documentation substantiating any requested change in the Contract Completion Date or Contract Price. During any such postponement, all Work shall proceed, unless the Owner agrees otherwise. The Contractor's failure to submit all required substantiating documentation during a forty-five (45) Day postponement shall conclusively establish that the change in the Work did not impact nor require an adjustment of the Contract Price and Contract Completion Date.

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

- h. The acceptance by the Contractor of any payment made by the Owner under a Change Order shall be and operate as a release to the Owner of all demands and claims by the Contractor to additional compensation or an adjustment of the Contract Price or Contract Completion Date for all things done or furnished in connection with the Work described in the Change Order. The execution of any Change Order by the Owner shall not be an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty materials, Defective Work or poor workmanship or operate to release the Contractor or its surety from any obligation arising under the Contract, the Standard Performance Bond, or the Standard Labor and Material Payment Bond.
- i. Payments will not be made for any Work, labor, or materials performed on a unit price or a Subsection 38(a)(3) basis until the Contractor has furnished the Owner documents, certified as true and correct by an authorized officer or agent of the Contractor, evidencing the cost of such Work, labor, and materials. The Owner may require any or all of the following documentation to be provided by the Contractor.

For Work performed on a Unit Price basis:

- 1. Certified measurements of authorized and approved excavations, over-excavations, fills and/or backfills, and similar work; and/or
- 2. Certified measurements of piling installed, caissons installed, and similar work; and/or
- 3. Daily records of waste materials removed from the Site and/or fill materials imported to the Site.
- 4. Other measurements as appropriate to establish the actual quantities of work being performed on a Unit Price basis.

For Work performed on a Subsection 38(a)(3) basis:

1. Certified payroll records showing the name, classification, date, daily hours, total hours, rate, and extension for each laborer, foreman, supervisor, or other worker;
2. Equipment type & model, dates, daily hours, total hours, rental rate, or other specified rate and extension for each unit of equipment;
3. Invoices for materials showing quantities, prices, and extensions;
4. Daily records of waste materials removed from the Site and/or fill materials imported to the Site;
5. Certified measurements of over-excavations, piling installed and similar work;
6. Transportation records for materials, including prices, loads, and extensions.

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

39. EXTRAS

If the Contractor claims that any instructions given to him by the A/E or by the Owner, by drawings or otherwise, require extra work outside the scope of the Contract, then, except in emergencies endangering life or property, he shall give the A/E and the Owner written Notice thereof before proceeding to execute the extra work. Said Notice shall be given promptly enough to avoid delaying the Work and in no instance later than fourteen (14) Days after the receipt of such instructions. If it is not immediately clear to the Contractor that a request or instruction involves extra Work outside the scope of the Contract, then written Notice shall be sufficient if it's given as soon as possible after Contractor's realization that a request or instruction involves extra Work, but in no event later than fourteen (14) Days after the start of such extra Work. If the Owner agrees, a Change Order shall be issued as provided in Section 38 for the extra work and any additional compensation shall be determined by one of the methods provided in Subsection 38(a), as selected by the Owner. If the Owner does not agree, then the Contractor may submit a claim for the disputed cost or time as provided for in Section 47. No claim for additional compensation for extra work will be considered unless the Contractor timely has provided the required Notice.

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

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) Days through no fault of the Contractor or anyone employed by it, or if the Owner should fail to pay to the Contractor within thirty (30) Days any sum certified by the A/E when no dispute exists as to the sum due or any requirement of the Contract, then the Contractor may, upon ten (10) Days written Notice to the Owner and the A/E, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that it would have had profit on the entire Contract if it had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

41. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- a. If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled tradespeople or laborers or proper materials and equipment, or if it should fail to perform the Work in a diligent, efficient, workmanlike, skillful, or careful manner, or if it should fail or refuse to perform the Work in accordance with the Contract Documents, or if it should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if it should disregard laws, ordinances, building codes or the written instructions of the A/E or the Owner, or otherwise be in substantial, willful or repeated violation of any provision of the Contract, then the Owner may terminate the Contract.
- b. Prior to termination of the Contract, the Owner shall give the Contractor and its surety ten (10) Days' Notice of such termination and allow ten (10) Days during which the Contractor and/or its surety may rectify the basis for the Notice. If rectified to the satisfaction of the Owner within said ten (10) Days, the Owner may rescind its notice of termination. If the basis for the termination is not rectified within said ten (10) Days, the termination for cause shall become effective at the end of the ten (10) Day period without further Notice to the Contractor. At any time, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such a postponement, the Owner determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or to do so within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further ten (10) Day Notice, by notifying the Contractor and its surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
- c. Upon termination of the Contract becoming effective, the Owner shall take possession of the Site and of all materials, tools and equipment thereon and shall proceed as follows:
 1. **No Security or Bonds Provided:** If no security has been required pursuant to Section 8, the Owner shall finish the Work by whatever method the Owner deems reasonable or expedient. 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.
 2. **Security or Bonds Provided:** If security has been required and provided pursuant to Section 8 herein, the Owner shall provide Notice to the Surety that termination of the Contract became effective and proceed as set forth in the Standard Performance Bond (CO-10), and the Terms and Conditions therein. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price and all amounts due under the Standard Performance Bond, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.
- d. If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner and the Contractor's rights and remedies shall be solely limited to those provided by Section 42 of these General Conditions.
- e. Termination of the Contract for cause is in addition to and without prejudice to any other right or remedy of the Owner. Any actions by the Owner permitted herein shall not be deemed a waiver of

any other right or remedy of the Owner under the Contract or under the law. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. The provisions of this Section shall survive termination of the Contract.

- f. The provisions of Sections 3(j), 9(e), 14, 30 and 45 also shall survive termination of the Contract for cause.

42. TERMINATION BY OWNER FOR CONVENIENCE

- a. The Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written Notice of such termination. Upon Notice of termination for convenience, the Contractor shall immediately cease Work and remove from the Site all of its labor forces, equipment and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. The Contractor also shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation the following:
 - 1. Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment (CO-12) through the date of termination; and
 - 2. All amounts due under Contract for Work completed prior to the date of termination; and
 - 3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of termination for convenience, plus overhead not to exceed 15 percent (15%) of the direct costs of demobilization.

The Contractor agrees it shall not be entitled to any additional compensation, including but not limited to loss of revenue, income, profit, business, reputation, or bonding capacity, consequential damages or lost profits, but shall only receive payment upon termination for convenience as stated in this Subsection 42(a). The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Upon payment of the amounts stated in this Subsection 42(a), Owner shall have no further obligations to Contractor of any nature.

- b. In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on the payment and performance bonds. The provisions of Sections 3(j), 9(e), 14, 30 and 45 also shall survive termination of the Contract for convenience.
- c. Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The provisions of this Section shall survive termination of the Contract.

43. DAMAGES FOR DELAYS; EXTENSION OF TIME

- a. **Excusable Non-Compensable Delays:** If the Critical Path is delayed by strikes, fires, unusual delays in transportation, unavoidable casualties, or other causes outside the control of the Owner and the Contractor, with the exception of delays caused by weather which are addressed in Section 6, and the Contractor seeks an extension of the Contract Completion Date, then the Contractor shall give the Owner and A/E written Notice of the delay not later than fourteen (14) Days following the inception of the delay. The Contractor shall give written Notice to the Owner and A/E of the termination of the delay event not later than fourteen (14) Days after the delay has ceased. Within twenty (20) Days after the delay event has ceased, Contractor shall submit to the Owner and the A/E, the Contractors' written request for an extension of the Contract Completion Date, specifically stating the cause of the delay, the number of days of extension requested, and an analysis of the delay event's impact on the Critical Path. If the Owner agrees that the Critical Path

has been impacted by the delay event, the Owner shall extend the Contract Completion Date for the length of time that the Critical Path was delayed. The Contractor shall not be charged with liquidated or actual damages for such period of Critical Path delay nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such Critical Path delay, the impact of such delay, or its acceleration of Work as a result of such delay.

- b. **Excusable Compensable Delays:** If the Critical Path unreasonably is delayed by acts or omissions of the Owner, or its agents, contractors, or employees due to causes within the Owner's control, and the Contractor seeks an extension of the Contract Completion Date and/or additional compensation due to the unreasonable delay, then the Contractor shall notify the Owner and the A/E immediately at the time of the occurrence giving rise to the delay by the fastest means available. The Contractors also shall give written Notice to the Owner and A/E no later than two (2) business days after inception of the delay. The Contractor's written Notice shall specify the nature of the delay claimed by the Contractor, the cause of the delay, and the impact of the delay on the Critical Path. The Owner shall have three (3) business days to respond to the Contractor's Notice with a resolution, remedy, direction to alleviate the delay, or rejection of the Contractor's requested relief. The Owner's failure to respond within the time required shall be deemed to be a denial of the Contractor's entitlement to an extension of the Contract Completion Date and additional compensation. The Contractor shall also give written Notice to the Owner and A/E of the termination of the delay event not later than fourteen (14) Days after the delay has ceased. Within twenty (20) Days after the delay event has ceased, Contractor shall submit to the Owner and the A/E, the Contractor's written request for an extension of the Contract Completion Date, specifically stating the cause of the delay, the number of days of extension requested, a calculation of the additional compensation sought, and an analysis of the delay event's impact on the Critical Path. Requests for additional compensation must be substantiated by itemized data and records demonstrating that the costs incurred by the Contractor are directly attributable to the delay and shall be calculated from the Contract Completion Date, not using any early completion planned or scheduled by the Contractor unless a Change Order has been executed pursuant to Section 19(f) changing the Contract Completion Date to reflect such early completion. If and to the extent that a delay is caused by or due to the Owner or A/E taking any actions permitted or required by the Contract, the Contractor shall be entitled to an extension of the Contract Completion Date or additional compensation only for the portion of the delay that is unreasonable, if any.
- c. **Non-Excusable Non-Compensable Delays:** The Contractor shall not be entitled to an extension of the Contract Completion Date or to any additional compensation if and to the extent a delay is: (1) caused by acts, omissions, fault, or negligence of the Contractor or its Subcontractors, agents or employees; (2) arises from foreseeable causes within the control of the Contractor or its Subcontractors, agents or employees, including, but not limited to, Defective Work, poor workmanship, improper or inferior materials, Defective Work which must be corrected before dependent work can proceed, Defective Work for which corrective action must be determined before like work can proceed, from incomplete, incorrect, or unacceptable Submittals or samples, or the failure to furnish enough or properly skilled workers, proper materials or necessary equipment to perform the work in a timely manner in accordance with the Project schedule; or (3) due to causes that would entitle the Owner to recover delay costs or other damages from Contractor.
- d. No extension of time or additional compensation will be allowed unless the Contractor demonstrates that the delay directly impacted the Critical Path of the most current approved Project schedule and that all Float has been consumed. No extension of time or additional compensation will be allowed if the Contractor failed to provide all Notice and information in the manner and within the time periods set forth in Subsections 43(a) or (b) above, whichever applies. Failure to timely provide all required information and Notices shall preclude an extension of the Contract Completion Date or payment of additional compensation based upon that cause.
- e. If the Contractor makes a claim against the Owner for costs or damages, the Contractor shall be liable to and shall pay to the Owner that percentage of all costs incurred by the Owner in

investigating, analyzing, negotiating, and litigating or arbitrating that percentage of the claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact. (*Code of Virginia*, § 2.2-4335).

- f. Any change in the Time for Completion or Contract Completion Date shall be accomplished only by issuance of a Change Order.
- g. **Agreed Compensation/Liquidated Damages for Contractor Delay:** If liquidated damages are not established in the Supplemental General Conditions, the Contractor shall be liable for any and all actual damages sustained by Owner as a result of a delay for which Contractor is responsible. In addition to damages for delay, whether liquidated or actual, the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work or abandonment of the Contract.

44. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- a. The Contractor shall advise the Owner using the Certificate of Partial or Substantial Completion by the Contractor (CO-13.2a) of the date when the Work or designated portion thereof will be substantially complete and ready for inspection and testing by Owner to determine if Substantial Completion has been achieved. Contractor shall deliver Form CO-13.2a to the A/E at least ten (10) Days in advance of the date identified on the Form CO-13.2a. The A/E shall then attach his or her written endorsement as to whether the Work will be ready for inspection and testing on the date identified on the Form CO-13.2a. The A/E's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility nor shall the A/E's endorsement be deemed to evidence or establish that the Work was substantially complete or ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner, A/E, and Building Official.

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

If, after successful completion of all testing, the Architect/ Engineer determines that the Work, either in whole or in part, has achieved Substantial Completion, the A/E shall notify the Owner of such, in writing, using the Certificate of Partial or Substantial Completion by the A/E (CO-13.1a).

The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as having achieved Substantial Completion or, if it is not, shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

- b. The Contractor shall advise the Owner, in writing using the Certificate of Completion by the Contractor (CO-13.2) of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. Contractor shall deliver Form CO-13.2 to the A/E at least five (5) Days in advance of the date identified on the Form CO-13.2. The A/E shall then attach his or her written endorsement as to whether the Work will be ready for inspection and testing on the date identified on Form CO-13.2. The A/E's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility nor shall the A/E's endorsement be deemed to evidence or establish that the Work achieved Final Completion. Final Completion inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. The Owner shall not establish the Final Completion Date until the Work is finally and totally complete, including the completion of punch list items,

submission of all required documentation, and elimination and correction of all Defective Work.

- c. Representatives of the Contractor, Owner, A/E, and Building Official will participate in the Substantial Completion and/or Final Completion inspections. The A/E shall conduct and document the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final Completion re-inspections are required, the Contractor shall reimburse the Owner for all costs of re-inspection or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- d. A representative of the State Fire Marshal's Office will either be present at the Substantial and Final Completion inspections or otherwise inspect the completed Work and report any fire safety deficiencies to the Building Official. The State Fire Marshal will advise the Owner and Contractor of those deficiencies.
- e. Approval of Work at or as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

45. GUARANTEE OF WORK AND INDEMNIFICATION

- a. Except as otherwise specified or required, the Contractor guarantees all Work, materials, equipment, and workmanship conform to the requirements of the Contract Documents and are free from defects, imperfections, or non-conformities, normal wear and tear excepted, for a period of one (1) year from the Final Completion Date. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of the equipment's first seasonally appropriate test and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work achieves Final Completion, the guarantee for that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement. This guarantee is separate and apart from any manufacturers' warranties and the warranty set forth in Section 30. At six (6) months and eleven (11) months after Substantial Completion, the Contractor shall meet with the Owner to review the status of and assign value to any unresolved warranty, guarantee, and punch list items.
- b. If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or A/E which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of Notice from the Owner, such Notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 - 1. Correct, repair, replace or otherwise place in satisfactory condition all Defective Work, defects, nonconformity, inferior materials, equipment or workmanship;
 - 2. Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the A/E, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the requirements of the Contract; and
 - 3. Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the requirements of the guarantee.
- c. In any case when in fulfilling the requirements of the Contract and this guarantee or any other guarantee or warranty the Contractor disturbs any work performed by a separate contractor, the Contractor shall restore such work to a condition satisfactory to the A/E and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.

- d. If the Contractor, after Notice, fails to proceed promptly to comply with the obligations of this Section 45, and the surety, after Notice, fails to cure the Contractor's default as provided in Section 41, the Owner may undertake all needed corrections or repairs and the Contractor and its surety shall be liable for all expenses incurred.
- e. All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of such special warranty or guarantee. The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.
- f. 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 30, for indemnity or for breach of the Contract. This Section relates only to the specific obligation of the Contractor to correct the Work and does not limit the time within which its obligation to comply with the Contract Documents otherwise may be enforced, nor the time within which legal proceedings may be commenced to establish the Contractor's liability with respect to its obligations under the Contract Documents.
- g. In the event the Work of the Contractor is to be modified by another contractor, either before or after the Final Inspection, the Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by another Contractor modifying Contractor's Work. The Contractor and any contractor making modifications shall each be solely responsible for its respective work. A contractor modifying the Contractor's Work shall be responsible for any damage to or defect introduced into the Work by its modification.

If Contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into its Work, Contractor shall demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if it asserts that defects in its work were caused by the contractor whose work is modified.
- h. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, the Owner and the Owner's consultants, representatives, agents and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including but not limited to attorney's fees, of any kind or nature whatsoever, arising from or relating to any bodily injury, including sickness, disease or death, any property damage, and any monetary loss, that results from or arises out of the Work performed by the Contractor, or by or in consequence of the Contractor's neglect in safeguarding the Work, its use of unacceptable materials in the Work, or resulting from any act, omission, negligence, or misconduct of the Contractor, any of its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts the Contractor is or may be liable. The Owner may retain as much of the monies due the Contractor under the Contract as the Owner considers necessary to ensure that a fund will be available to pay a settlement or judgment of such suits, actions, or claims. If insufficient monies are or will become due, the Contractor's surety and/or insurers will not be released from liability until all such claims and actions have been settled and suitable evidence to that effect has been furnished the Owner.

46. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

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

- a. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) Days after Final Payment; however, written Notice of the Contractor's intention to file such claim must be given to the Owner within fourteen (14) Days of the time of the occurrence or beginning of the Work upon which the claim is based. Such Notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the Owner or its agents that allegedly caused or may cause damage to the Contractor and the nature of the claimed damage. Verbal notice, the Owner's actual knowledge, or a written notice given more than fourteen (14) Days after the occurrence or beginning of the Work upon which the claim is based, shall not be sufficient to satisfy the requirements of this Section. All claims shall state that they are "claims" pursuant to this Section, be submitted along with all practically available supporting evidence and documentation and the certification required by Subsection 47(f), and request a final decision. Certificates for payment, applications for payment, vouchers, invoices and similar requests for payment submitted for work done by the Contractor in accordance with the expected contract performance are routine submissions and are not claims under this Section. Proposed or requested Change Orders, demands for monetary compensation or other relief, and correspondence and e-mails to the Owner or its representatives, which do not strictly comply with the requirements of this Section, are not claims under this Section. Failure to timely provide notice of intent to submit a claim shall preclude any relief to the Contractor, including but not limited to an extension of the Contract Completion Date or payment of additional compensation.
- b. Although the Contractor may be required to submit certain classes of claims prior to Final Payment, and the Contractor is not prevented from submitting claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after Final Payment. No written decision denying a claim or addressing issues related to the claim shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Agency head or his or her designee. The Contractor may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the Owner fails to render such a decision within ninety (90) Days of submission of the claim or within ninety (90) Days of Final Payment, whichever is later.
- c. The decision of the Owner shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the Owner to render a timely decision on a claim shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a timely decision shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the *Code of Virginia* has been established for contractual claims under this Contract.
- d. Pursuant to *Code of Virginia*, § 2.2-4366, Alternative Dispute Resolution, the Owner may enter into an agreement with the Contractor to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures entered into by the Owner, the Commonwealth, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to *Code of Virginia* § 2.2-514, as applicable. The details for the implementation of Alternative Dispute Resolution are provided in CPSM Section 3.2.7.
- e. In the event that a dispute, claim or controversy between the Owner and the Contractor arises regarding the requirements of the Contract, the performance of the Work, payment due the Contractor, the terms of any Change Order, or otherwise, the Contractor shall not stop, suspend or delay the Work or any part of the Work to be performed under the Contract, or under any Change Order, or as ordered by the Owner. The Contractor shall continue to diligently prosecute the Work to completion, including work required in any Change Order or as directed by the Owner.

- f. The Contractor shall submit a Contractor's Claim Certification (DGS-30-234) certifying that the claim is a true and accurate representation of the claim. Claims submitted without the Contractor's Claim Certification will be deemed incomplete and will not be considered.
- g. The compensation expressly provided for by this Contract shall be the Contractor's sole available compensation for the acts, omissions or breaches by the Owner. These remedies shall survive termination or breach of the Contract.

48. ASBESTOS

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

Prior to commencement of Work, the results of the comprehensive survey or any other asbestos survey shall be made available to the Contractor, who shall be responsible for performing his Work so as not to disturb any remaining asbestos, encapsulated or otherwise, identified in such survey or surveys.

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

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

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

- b. If asbestos abatement is included as a part of the Work, the Contractor shall assure that the asbestos abatement work is accomplished by those duly licensed as described in Section 3 of these General Conditions and in accordance with the specific requirements of the Contract and all applicable laws and regulations.
- c. If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall obtain the insurance required under Section 11(b)(4) of these General Conditions.

49. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

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

50. PROJECT MEETINGS

- a. The intention of this Section is that the Contractor, the Owner and the A/E have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely basis. The Owner and A/E are responsible for making a reasonable effort to provide timely responses to the Contractor.
- b. **Preconstruction Meeting:** Prior to the start of construction and no later than 15 Days after the Notice to Proceed, a “Preconstruction” meeting shall be held with attendees to include the Owner’s Project Manager and Project Inspector, the A/E’s project manager and representatives of each design discipline involved in the Project, the Regional Fire Marshal, the Contractor’s project manager and superintendent (and scheduler, if Contractor desires), and representatives of the Contractor’s major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:
 1. Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority. Name of Contractor’s on-site certified Responsible Land Disturber.
 2. Names, addresses, email addresses, telephone numbers and FAX numbers to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), shop drawings, Submittals, and Notice.
 3. Contractor’s proposed construction schedule, the requirements for schedule updates and recovery schedules, assessment and management of risks to on-time and on-budget completion, and Owner’s sequencing requirements, if any.
 4. Schedule of Values and Certificate for Payment (CO-12) requirements and procedures.
 5. Procedures for shop drawings, product data and Submittals.
 6. Procedures for handling Field Orders and Change Order (CO-11).
 7. Procedures for Contractor’s request for time extension, if any.
 8. Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic
 - Safety
 - Layout of the Work
 - Quality control, testing, inspections, and notices required
 - Site visits by the A/E and others
 - Owner’s Project Inspector duties
 - Running Punch List
 - As-Built Drawings
 9. Procedures and documentation of differing or unforeseen Site conditions.
 10. Monthly Pay Meeting.
 11. Assignment of responsibility for generation of meeting minutes of all project meetings.
 12. Project Close-Out requirements and procedures.

13. Project records.
 14. Requirements for the Contractor to furnish the Owner a list of hazardous materials that may be brought onto the job site, and 48- hour notification requirement.
- c. **Monthly Pay Meeting:** Section 36 establishes the requirement for a monthly pay meeting which will usually be held at or near the Site. In addition to Owner, A/E and Contractor representatives, the following representatives, at a minimum, should be available to attend portions of the meeting, as applicable or necessary:
- Owner's Project Inspector
 - Contractor's project superintendent
 - A/E representative of each discipline where Work was performed for the current pay request or where Work is projected to be performed in the coming month.
 - A representative of each subcontractor who performed work included in the current pay request.
 - A representative of each subcontractor who is projected to perform work in the coming month.

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

1. Observations of status, quality and workmanship of Work in progress
 2. Validation of the Schedule of Values and Certificate for payment
 3. Status of progress of the Work and conformance with proposed construction schedule and recovery schedule, if any
 4. Outstanding Requests for Information, Requests for Clarification and Requests for Proposal
 5. Submittals with action pending
 6. Status of pending Change Orders
 7. Status of Running Punch List items
 8. Work proposed for coming pay period
 9. Discussions of any problems or potential problems which need attention
- d. **Other Meetings:** Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

51. SMALL BUSINESS PROCUREMENT PLAN

If the Total Contract Amount of the Contract is greater than \$10,000 and the Contractor is a SWaM/SDV Business; then the Contractor shall include a Small Business Procurement Plan in its Bid (if subcontracting work is intended by the Contract as part of its performance of the Work).

If the Total Contract Amount of the Contract is greater than \$100,000, then the Contractor shall include in its Bid a Small Business Procurement Plan and report on the involvement of SWaM/SDV Businesses in the Contractor's performance of the Contract as follows:

1. **Periodic Progress Reports:** The Contractor shall report on involvement of SWaM/SDV Business with each periodic invoice submitted by the Contractor. The report shall identify each subcontract or agreement with a SWaM/SDV Business, including the total contract value, and state the total amounts paid to each SWaM/SDV Business in connection with the Contract as of the report date. The report shall provide this information separately for each type of SWaM/SDV Business and shall clearly indicate those SWaM/SDV Businesses which were identified in the Contractor's Small Business Procurement Plan submitted by the Contractor in the procurement phase for the Contract. The Contractor shall provide two (2) copies of each periodic report to the Owner. Failure to submit the report with each invoice will result in the invoice being rejected by the Owner without payment.
2. **Final Compliance Report:** Prior to or with its final invoice for payment, the Contractor shall certify and report on its compliance with the Small Business Procurement Plan, submitted by the Contractor in its Bid for the Contract, to the Owner through DGS' eVA system. In the Final Compliance Report, the Contractor shall:
 - Provide a written explanation to the Owner of any variances between the Contractor's Small Business Procurement Plan and the actual participation of SWaM/SDV Businesses in the Contractor's performance of the Contract; and
 - Report on the involvement of other SWaM/SDV Businesses in the Contractor's performance of the Contract, including the contract value, the type of SWaM/SDV Business, a comparison of the actual amount paid with the planned amounts, the total amount paid to each type of SWaM/SDV Business, and a calculation of the percentage of the Total Contract Amount paid to SWaM/SDV Business.

A format for the Final Compliance Report will be provided by the Owner.

The Owner may withhold final payment to the Contractor until the Contractor has complied with the requirements of its Small Business Procurement Plan submitted by the Contractor in the procurement phase for the Contract.

END OF GENERAL CONDITIONS

COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract, dated this _____ day of _____, _____ between

_____ (“Owner”) and

_____ (“Contractor”),
is binding among and between these parties as of the date of the Owner’s signature.

RECITALS

1. The parties, their Project representatives, and contact information, including the places for delivery of Notice, are as follows:

Owner:

Attn:

Address:

City, State, Zip:

Telephone:

FAX:

Email Address:

Contractor:

Attn:

Address:

City, State, Zip:

Telephone:

FAX:

Email Address:

Virginia Contractor’s License #:

FEIN/SSN:

Virginia SCC ID #:

Each party shall notify the other party promptly of a new Notice address. Unless and until Notice of the new address is given in the manner required for Notice, a Notice to such party is sufficient if given to the address set forth in Section 1.

2. The Project is identified as:

Project Title:

Project Code – PC#:

General Project Description:

The Project Code (PC#) indicated above shall be included on all Project-related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests For Information, Requests For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment (CO-12), and test reports.

3. After competitive sealed bidding pursuant to the VPPA, Contractor is awarded this Contract to perform the Work described by the Contract Documents for the Project.

THEREFORE, in consideration of the Recitals set forth above and which are part of the Contract and good and valuable consideration as set forth below, the parties agree as follows:

1. STATEMENT OF THE WORK

The Contractor shall furnish and provide all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

2. CONTRACT DOCUMENTS

- a. The following documents are incorporated by reference into this Contract as if set forth fully herein:
 1. the General Conditions of the Construction Contract (CO-7);
 2. the Supplemental General Conditions, if any;
 3. the Contractor's Bid form in response to the Owner's Invitation for Bids;
 4. Post Bid Modification(s), if any, dated _____;
 5. the Special Conditions attached to the Owner's Invitation for Bids;
 6. eVA Vendor Registration Requirements;
 7. Agency's Dispute Procedures, if any
 8. the Project Plans and Specifications dated _____;
 9. _____
 10. _____
- b. The Contract requires the Contractor to use the following standardized forms where applicable to the Work of this Project:
 1. Standard Performance Bond (CO-10);
 2. Standard Labor and Material Payment Bond (CO-10.1);
 3. Workers' Compensation Certificate of Coverage (CO-9a);
 4. Schedule of Values and Certificate for Payment (CO-12);
 5. The Affidavit of Payments of Claims (CO-13);
 6. The Contractor's Certificate of Substantial Completion (CO-13.2a);
 7. Contractor's Certificate of Completion (CO-13.2).
- c. All time limits stated in the Contract Documents, including but not limited to the Contract Completion Date and Time for Completion, are of the essence of the Contract.
- d. The Contract shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
- e. 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 Contract Documents

shall have the intended effect. Whenever possible, the Contract must be read as a whole with all parts being harmonized so as to avoid conflict. In the event of a conflict between or among the Contract Documents, the precedence of the Contract Documents shall be in the following order: the Contract; the Supplemental General Conditions; the General Conditions; the Special Conditions; the Specifications; and the Plans.

- f. If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.

3. TIME FOR COMPLETION

The Work shall be commenced on a date to be specified in the Notice to Proceed from Owner. Contractor shall achieve Substantial Completion within _____ Days or not later than the Contract Completion Date, which is _____. Contractor shall achieve Final Completion of the Work within 30 Days after the date of Substantial Completion of the Work.

4. STANDARD LABOR AND MATERIAL PAYMENT BOND AND STANDARD PERFORMANCE BOND

[Agency to select appropriate statement based upon the specific project.]

____ Contractor shall provide and maintain for the Project a Standard Labor and Material Payment Bond and a Standard Performance Bond meeting the requirements of the VPPA and Section 8 of the General Conditions.

____ Contractor does not need to provide a Standard Labor and Material Payment Bond or a Standard Performance Bond.

5. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of _____ Dollars (\$_____).

6. PAYMENTS

The procedures for establishing a Schedule of Values for the Work, for requesting monthly progress payments for Work in place, and for requesting payments for properly stored materials are stated in the General Conditions. Unless otherwise provided under the Contract Documents, interest on payments due the Contractor shall accrue at the rate of one percent per month. *See* Code of Virginia § 2.2-4354.

eVA Vendor Registration: The Contractor shall be a registered vendor in eVA. *See* attached eVA Vendor Registration Requirements.

GCPay: *Contract payments shall be made through GCPay.*

7. AUTHORIZATION TO TRANSACT BUSINESS

The Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth of Virginia 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, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Contractor understands and agrees that the Owner may void this Contract if the Contractor fails to comply with these provisions.

9. DEBARMENT AND ENJOINMENT

By signing this Contract, the undersigned on behalf of the Contractor, and the Contractor, certify that the Contractor, including any officer, director, partner or owner of the Contractor, is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Contractor a subsidiary or affiliate of any entity that is currently barred from bidding on contracts by any of the same.

10. ALL RISK BUILDER'S RISK INSURANCE

[Agency to select appropriate statement based upon the specific project.]

- This Project is **New Construction, Addition, or Major Renovation**. Contractor shall procure and maintain “all-risk” Builder’s Risk insurance as set forth in Section 12 of the General Conditions for New Construction, Addition, or Major Renovation.
- This Project is **Limited Renovation**. Contractor shall procure and maintain “all risk” Builder’s Risk insurance as set forth in Section 12 of the General Conditions for Limited Renovation.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth beside their respective signatures.

For the CONTRACTOR:

By: _____
(signature in ink) (date)

(typed name)

(typed title)

Attest:

(signature in ink) (date)

For the OWNER:

By: _____
(signature in ink) (date)

(typed name)

(typed title)

Attest:

(signature in ink) (date)

COMMONWEALTH OF VIRGINIA
WORKERS' COMPENSATION
Certificate of Coverage

Section 2.2-4332, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions, or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia. ____ Yes ____ No
Insurance Company _____
Policy expiration date _____
- B. is self insured for workers' compensation. ____ Yes

Title of Construction Contract: _____

Contract Number: _____

Signed by: _____

Title: _____

Firm Name: _____

Address: _____

**COMMONWEALTH OF VIRGINIA
STANDARD PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That _____, the Contractor ("Contractor" or "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 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 _____ which contract (the "Contract") is by reference expressly made a part hereof;

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

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

No action shall be brought on this bond unless brought within five years after completion of the Contract. Completion of the Contract is established when the final payment is made to the Contractor pursuant to the terms of the Contract. However, if a final certificate of occupancy or written final acceptance of the Project is issued prior to final payment, the five-year period to bring an action shall commence no later than 12 months from the date of the certificate of occupancy or written final acceptance of the Project. The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this ____ day of ____

*Contractor / Principal***(SEAL)**_____
Witness

By: _____

Typed Name: _____

Title: _____

*Surety***(SEAL)**

By: _____

Attorney-in-Fact

Typed Name: _____

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH / STATE OF _____

CITY/COUNTY/TOWN of _____

I, the undersigned notary public, do certify that _____, whose name is signed to the foregoing performance 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:_____
[Deputy] [Senior] Assistant Attorney General

Designee of the Attorney General

pursuant to delegation dated _____

Date

Terms and Conditions of the Performance Bond

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the prompt and faithful performance of the Contract, which is incorporated herein by reference.
- 2 If the Contractor promptly and faithfully performs the Contract in strict conformity with the plans, specifications and conditions of the Contract, the Surety and the Contractor shall have no obligations under this Bond.
- 3 In the event of the Contractor's Default, and subsequent notification to the Surety pursuant to Section 41 of the General Conditions of the Contract, the Surety shall, within fourteen (14) days of receipt of such notice, contact the Owner in writing, and arrange a meeting with the Owner to discuss methods of completing the Contract. See paragraph 4, below, for the options to be discussed. If the Surety fails to arrange a meeting or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Owner may, at its sole discretion, take what measures it deems necessary to protect the Owner's interests, without further notice to the Surety, and the Owner shall be entitled to enforce any remedy available to the Owner under the Contract or under Virginia law.
- 4 Within thirty (30) days after such meeting, during which time the Surety may investigate and otherwise analyze the project, and which period shall not toll any Contract time periods nor operate as a waiver of any of the Owner's rights, the Surety shall, at its own expense, notify the Owner in writing that it is taking one of the following actions, which shall be acceptable to the Owner, at the Owner's sole discretion:
 - 4.1 By written takeover agreement with the Owner, the Surety itself shall undertake to perform and complete the Contract, which it may do through its licensed agents or through licensed independent contractors. If the Owner, at its sole discretion, consents, the Contractor may serve as the Surety's independent contractor (however, due to conflicts with the Virginia Public Procurement Act, the Owner may not directly contract with an otherwise qualified independent contractor produced by the Surety); or
 - 4.2 The Surety may, if acceptable to the Owner and at the Owner's sole discretion, waive its right to perform and complete the Contract, and with reasonable promptness under the circumstances:
 - 4.2.1 Pay to the Owner all amounts for which it may be liable to the Owner as surety on this Performance Bond, including the damages described in paragraph 6 below; or
 - 4.2.2 Deny liability, in whole or in part, and provide written notice thereof to the Owner, citing reasons therefor.
- 5 If, after the meeting described in paragraph 4, above, the Surety does not proceed with reasonable promptness with one of the options provided in subparagraphs 4.1 or 4.2

(including its subparts), above, the Owner may send additional written notice to the Surety demanding that the Surety perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the Bond within fifteen (15) days after receipt of said notice, the Surety shall be deemed to be in default on this Bond. Thereafter, the Owner shall be entitled to enforce any remedy available to the Owner under the Bond, the Contract or Virginia law. If the Surety proceeds as provided in Subparagraph 4.2, and the Surety and the Owner are unable to agree as to the amount for which the Surety may be liable to the Owner, or if the Surety has denied liability, in whole or in part, the Owner, without further notice, shall be entitled to enforce any remedy available to the Owner under the Bond, the Contract or Virginia law. In such event, the Owner may immediately proceed to complete the work in any manner authorized by law.

- 6 After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1 or 4.2.1, above, then the responsibilities of the Surety to the Owner shall not be greater or less than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than or less than those of the Owner under the Contract. To the limit of the amount of this Bond, plus the increased cost of any change orders under the Contract, provided the Owner commits the balance of the Contract Price to the prompt and faithful completion of the Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

The Owner, at its sole discretion, may waive its claim to delay costs and/or liquidated damages.

- 7 The Surety shall not be liable to the Owner for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner, its officers, agencies, administrators, successors or assigns.
- 8 The Surety hereby waives notice of any changes, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations. The Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any Change Orders.
- 9 Any proceeding by the Owner, legal or equitable, under this Bond may be instituted in any Virginia state court of competent jurisdiction, as permitted under Section 8 of the General

Conditions of the Contract and Virginia Code § 2.2-4337 and 2.2-4340, or by the Contractor or Surety, as permitted under the Contract or under Virginia law.

- 10 Notice to the Surety shall be mailed or delivered to the address shown on the Standard Performance Bond in the space for Surety address for delivery of Notices
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond when furnished to comply with statutory requirements.

12 DEFINITIONS

- 12.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 **Contract:** The agreement between the Owner and the Contractor identified on first page of the Standard Performance Bond, DGS-30-084, CO-10, including all Contract Documents and duly executed modifications and change orders thereto.
 - 12.3 **Contractor Default:** Failure of the Contractor, as defined under Section 41 of the General Conditions to the Contract, which has neither been remedied, as permitted under Section 41 at the Owner's sole discretion, nor expressly waived by the Owner, to perform or otherwise to comply with the terms of the Contract.
- 13 Nothing in these General Conditions shall prevent a surety from becoming involved in the Contract prior to termination, upon notice from the Owner of the Contractor's failure to promptly and faithfully perform the Contract in strict conformity with the plans, specifications and conditions of the Contract.

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 _____ 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 / STATE OF ____
CITY/COUNTY/TOWN 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:

[Deputy] [Senior] Assistant Attorney General
Designee of the Attorney General
pursuant to delegation dated _____

Date

<u>Project Code</u>	<u>Change Order Number</u>	<u>Change Order Date</u>
		#N/A

	<u>Code</u>	<u>Description</u>
Agency:	0	0
Project:	0	0
Sub-Project:	0	
To:	0	

Under your contract dated January 0, 1900 for work at

0

#

the Contract Price, in accordance with the Contract Documents, the sum of #N/A

#NAME?

#

#

Failure to include a specific change in the Contract Completion Date in this Change Order is a waiver to any future adjustment to the Contract Completion Date for the Work and impact of this Change Order unless the parties mutually agree in writing to postpone a determination on any change to the Contract Completion Date, which determination may not be postponed for more than 45 days from the Agency's approval of this Change Order. If no determination is reached within the 45-day period, the extension to the Contract Completion Date shall be 0 Days.

CONTRACT COST SUMMARY

(inclusive of this Change Order)

Original Contract Amount	\$0.00
Cumulative Change Orders	#N/A
Revised Contract Amount	#N/A

CONTRACT SCHEDULE SUMMARY

(inclusive of this Change Order)

Original Contract Completion Date:	January 0, 1900
Cumulative Schedule Extension:	#N/A
Revised Contract Completion Date:	#N/A

CHANGE AUTHORIZATION

Issued By:

Authorized A/E Representative	Date
-------------------------------	------

Accepted By:

Authorized Contractor Representative	Date
--------------------------------------	------

Recommended By:

Authorized Agency Representative	Date
----------------------------------	------

Approved By:

Authorized Agency Representative	Date
----------------------------------	------

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

GC-1

Project Code:
Agency:
Project:

General Contractor:
Change Description:

GENERAL CONTRACTOR DIRECT COSTS												
Scope Description			Direct Labor				Direct Material			Direct Equipment		
Item No.	Description		Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Total Equipment Cost
A	B	C	D	E	F=C x E	G	H	I	J = G x I	K	L	M
1.01					\$0.00	1.00		\$100.00	\$100.00			\$0.00
1.02					\$0.00				\$0.00			\$0.00
1.03					\$0.00				\$0.00			\$0.00
1.04					\$0.00				\$0.00			\$0.00
1.05					\$0.00				\$0.00			\$0.00
1.06					\$0.00				\$0.00			\$0.00
1.07					\$0.00				\$0.00			\$0.00
1.08					\$0.00				\$0.00			\$0.00
1.09	Subtotal from Estimate Continuation Sheets				\$0.00				\$0.00			\$0.00
1.97	Subtotal (S/T) Direct Costs:				\$0.00				\$100.00			\$0.00
1.98	Taxes/Insurance:				% of Labor			0.0%				
1.99	Total Direct Costs				\$0.00				\$100.00			\$0.00

SUBCONTRACT COSTS		
Item No.	Subcontractor Name	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.99	Total Subcontract Costs	\$0.00

SUMMARY		
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	\$0.00
3.02	Total Direct Material Cost	\$100.00
3.03	Total Equipment Cost	\$0.00
3.04	Subtotal	\$100.00
3.05	Overhead and Profit* (%)	\$0.00
3.06	Subtotal	\$100.00
3.07	Subcontractor Cost	\$0.00
3.08	GC Markup on Subcontractors** (%)	\$0.00
3.09	Subtotal	\$100.00
3.10	Additional Bond Cost	\$100.00
3.99	Total Change Order Cost	\$100.00

Name: _____

Signature: _____

Title: _____

Date: _____

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

A/E Signature: _____

Note: Mark-up is capped in conformance with the provisions of the [General Conditions \(CO-7\)](#).

*Limited to 15% on self-performed work.

**Limited to a total of 10%, shared (cumulative total) if multiple tier subs, on subcontracted work. See Mark-up limitations for a more detailed description.

SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SC-1

Project Code:

General Contractor:

Agency:

Subcontractor:

Project:

Subcontractor Trade:

Change Description:

SUBCONTRACTOR DIRECT COSTS														
Scope Description			Direct Labor				Direct Material			Direct Equipment				
Item No.	Description		Direct Labor Hours	Labor Units (Manhours, Crew Hours)	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Quantity	Qty Units	Material Cost Per Unit	Total Material Cost	Quantity	Qty Units	Equipment Cost Per Unit	Total Equipment Cost
A	B		C	D	E	F=C x E	G	H	I	J = G x I	K	L	M	N = K x M
1.01						\$0.00				\$0.00				\$0.00
1.02						\$0.00				\$0.00				\$0.00
1.03						\$0.00				\$0.00				\$0.00
1.04						\$0.00				\$0.00				\$0.00
1.05						\$0.00				\$0.00				\$0.00
1.06						\$0.00				\$0.00				\$0.00
1.07						\$0.00				\$0.00				\$0.00
1.08						\$0.00				\$0.00				\$0.00
1.09	Subtotal from Estimate Continuation Sheets					\$0.00				\$0.00				\$0.00
1.97	Subtotal (S/T) Direct Costs:				Subtotal Labor	\$0.00			Subtotal Material	\$0.00			Subtotal Equipment	\$0.00
1.98	Taxes/Insurance:				% of Labor	\$0.00			Sales Tax				Sales Tax	
1.99	Total Direct Costs				Total Labor	\$0.00			Total Material	\$0.00			Total Equipment	\$0.00

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

SUMMARY		
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	\$0.00
3.02	Total Direct Material Cost	\$0.00
3.03	Total Equipment Cost	\$0.00
3.04	Subtotal	\$0.00
3.05	Overhead and Profit *	\$0.00
3.06	Total Subcontractor Cost	\$0.00
3.07	Sub-Subcontractor Cost ***	\$0.00
3.99	S/C Cost to GC-1 Form ***	\$0.00

Submitted By

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

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).

*Limited to 15% on self-performed work.

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

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

SUB-SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SS-1

Project Code: _____
Agency: _____
Project: _____
Change Description: _____

General Contractor: _____
Subcontractor: _____
Sub-Subcontractor: _____
Sub-Subcontractor Trade: _____

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

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

Submitted By

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

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).
*Limited to 15% on self-performed work. See Mark-up limitations for a more detailed description.

DGS-30-104 (FORM CO-12) (Rev. 01/16)	SCHEDULE OF VALUES and CERTIFICATE FOR PAYMENT	PAYMENT REQUEST NO.	1
PART A SUMMARY AND CERTIFICATION		PERIOD BEGINNING DATE:	01/00/1900
		PERIOD ENDING DATE:	01/00/1900



PROJECT CODE: 0
AGENCY NAME: 0
PROJECT TITLE: 0

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

Amount Requested

CONTRACTOR CERTIFICATION

The undersigned Contractor requests payment of that portion of the contract price shown on the last line of the foregoing Schedule of Values, and represents and warrants to the Owner that: (1) the data shown on the Schedule of Values is accurate and correct; (2) the Work covered by this Certificate has been completed in accordance with the Contract Documents; (3) all previous progress payments received from Owner on account of Work done under this Contract have been applied to discharge in full (except for allowable retainage) all obligations of Contractor incurred in connection with Work covered by prior Certificates for Payment (not applicable for Pay Request 1) ; (4) title to all materials and equipment for which payment is requested in this Certificate, whether or not incorporated in said Work, will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such materials and equipment which are covered by a Bond previously accepted by Owner).

FEIN #: *** enter FEIN in Step 2 ***

Contractor: *** enter Contractor name in Step 2 ***

Date: January 0, 1900

By: _____
signature

Typed Name: *** enter Contractor Representative's Name in Step 3 ***

ARCHITECT/ENGINEER CERTIFICATION

This is to certify that, in accordance with the terms of a contract for Project Number executed the day of , by and between , the contractor, and the Commonwealth of Virginia , the Owner, for work at , there is due to the Contractor the amount of #NAME?

Architect/Engineer:

By: _____
signature printed name date

AGENCY ACTION

Amount approved for payment this certificate is: _____ Dollars (_____)

By: _____
signature title date

By: _____
signature title date

**COMMONWEALTH OF VIRGINIA
AFFIDAVIT OF PAYMENT OF CLAIMS**

By:

This day _____ personally appeared before me,
_____, a Notary Public in and for
the City (County) of _____, _____ and, being by me
first duly sworn, states that all subcontractors and suppliers of labor and materials have been paid all sums due
them for work performed or materials furnished in the performance of the Contract between the Commonwealth
of Virginia, _____, Owner,
and _____, Contractor, dated
_____, 20____, for the construction of _____

or arrangements have been made by the Contractor satisfactory to such subcontractors and suppliers with respect
to payments of such sums as may be due them by the Contractor.

Typed Contractor Name

By:

Signature

Typed Name & Title of Person Signing

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

Notary Public

**CERTIFICATE OF COMPLETION BY ARCHITECT/ENGINEER
or PROJECT MANAGER**

Date:

TO: Town of Abingdon Public Works
299 Kings Mountain Drive
Abingdon, Virginia 24210

PROJECT TITLE: Virginia Creeper Trail Structural Repairs for Trestle 4 and Assoc. Structures**PROJECT NO: PE2022095****INSTITUTION/AGENCY:****ADDRESS:**

In accordance with the requirements of the Contract Between Owner and Architect / Engineer for Professional Services (Form CO-3) or the Contract Between Owner and Project Manager and based upon the knowledge gained in the performance of the services required in said Agreement, the undersigned hereby states that the above named project was fully completed in accordance with the requirements of the Contract Documents on _____.

(date)

All applicable tests, certificates and regulatory inspections required by the _____ edition of the Virginia Uniform Statewide Building Code, which was the basis of the design of the project, have been performed and the Owner has been provided with a copy of each report. A copy of the Final Report of Structural & Special Inspections (Form CO-13.1b) is attached to this certificate. All deficiencies noted during the inspection have been corrected or resolved.

The handicapped standards required by Chapter 4 of the applicable A/E Manual, as revised, have been met.

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

(Typed Firm Name)

By:

(Typed Name & Title)

Attachments:

Final Report of Structural & Special Inspections (Form CO-13.1b)

**ARCHITECT/ENGINEER'S
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Date: _____, 2022

TO: Town of Abingdon Public Works
299 Kings Mountain Drive
Abingdon, Virginia 24210

PROJECT TITLE: Virginia Creeper Trail Structural Repairs for Trestle 4 and Assoc. Structures

PROJECT NO: PE2022095

INSTITUTION/AGENCY:

ADDRESS:

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

All applicable tests, certificates and regulatory inspections required by the _____ edition of the Virginia Uniform Statewide Building Code, which was the basis of the design of the project, have been performed with respect to the substantially completed portions of the project and the Owner has been provided with a copy of each report, except for the following: _____

The handicapped standards required by Chapter 4 of the applicable A/E Manual, as revised, have been met. A copy of the Final Report of Structural & Special Inspections, Form CO-13.1b, is attached to this certificate.

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

(Typed Name of Architect / Engineer)

By:

(Signature in ink)

(Typed Name & Title)

The following documents are attached to and made a part of this Certificate:

- Final Report of Structural & Special Inspections (Form CO-13.1b)
- Checklist for Beneficial Occupancy (Form CO-13.3b)
- Punch list containing page 1 through _____

INSTITUTION/AGENCY:

PROJECT TITLE:

PROJECT NO:

A/E OF RECORD:

To the best of my information, knowledge, and belief, the Structural & Special Inspections required for this project, and itemized in the Form CO-6b, Special Inspections listing attached to the Form CO-6a, Statement of Structural and Special Inspections, submitted for permit, have been completed.

The discrepancies that remain outstanding since the last interim report dated _____, corrected or have been resolved as follows:

(Attach 8-1/2 x 11 continuation sheet(s) if required to complete the description of corrections or resolution of deviations)

Respectfully submitted,

**STRUCTURAL ENGINEER
OF RECORD**

A/E of RECORD

SMOKE CONTROL RDP

Signature: _____ (Date) Signature: _____ (Date) Signature: _____ (Date)

Name: _____ (Type or Print) Name: _____ (Type or Print) Name: _____ (Type or Print)

PROJECT INSPECTOR

AGENCY PROJECT MANAGER

Signature: _____ (Date) Signature: _____ (Date)

Name: _____ (Type or Print) Name: _____ (Type or Print)

CERTIFICATE OF COMPLETION BY CONTRACTOR

Date:

TO: Town of Abingdon Public Works
299 Kings Mountain Drive
Abingdon, Virginia 24210

PROJECT TITLE: Virginia Creeper Trail Structural Repairs for Trestle 4 and Assoc. Structures**PROJECT NO: PE2022095****INSTITUTION/AGENCY:****ADDRESS:**

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

All applicable tests, certificates and regulatory inspections required by the Virginia Uniform Statewide Building Code and the Contract Documents have been performed with respect to the completed project and the Owner has been provided with a copy of each report.

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

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

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

(Typed Contractor Name)

By:

(Typed Name & Title of Person Signing)

cc: Agency
A/E

CERTIFICATE OF PARTIAL OR SUBSTANTIAL COMPLETION BY CONTRACTOR

Date:

TO: Town of Abingdon Public Works
299 Kings Mountain Drive
Abingdon, Virginia 24210

PROJECT TITLE: Virginia Creeper Trail Structural Repairs for Trestle 4 and Assoc. Structures**PROJECT NO: PE2022095****INSTITUTION/AGENCY:****ADDRESS:**

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

All applicable tests, certificates and regulatory inspections required by the Virginia Uniform Statewide Building Code and the Contract Documents have been performed with respect to the substantially completed portions of the project and the Owner has been provided with a copy of each report.

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

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

All training, operating instructions and maintenance manuals required by the Contract Documents have been provided to the Owner, except as follows: *(list or describe)*

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

Typed Contractor Name

By:

Typed Name & Title

[illegible]

Vendor eVA Registration Requirements

eVA Business-to-Government Vendor Registration, Contracts, and Order: *The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide construction and/or professional services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in their bid/proposal being rejected.*

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees can be found on the eVA website at <https://eva.virginia.gov/eva-billing.html>.

eVA Orders and Contracts: *The solicitation/contract will result in (_____) purchase order(s) with the eVA applicable transaction fee assessed for each order.*

DRAWING LIST

T1.0..... TITLE SHEET

CIVIL

4-C1.1 SITE PLAN
4-C1.2 SITE PLAN
4-C2.0 PROPOSED ACCESS ROAD PROFILE
4-C3.0 EROSION & SEDIMENT CONTROL PLAN
4-C3.1 EROSION & SEDIMENT CONTROL DETAILS
4-C4.0 EASEMENT EXHIBIT

STRUCTURAL

S0.0..... STRUCTURAL NOTES AND ABBREVIATIONS
S0.1 STRUCTURAL NOTES
4-S1.1 BRIDGE 4 FRAMING PLAN
4-S4.1 ELEVATIONS
4-S5.1 HANDRAIL AND DECK DETAILS
4-S5.2 TIE DETAILS
4-S5.3 STEEL BENT DETAILS
4-S5.4 TRESTLE BENT FOUNDATION DETAILS
4-S5.5 TRESTLE BENT CAP AND CORBEL DETAILS
4-S5.6 TRESTLE BENT POST DETAILS
4-S5.7 BRIDGE DETAILS
4-S5.8 TEMPORARY CONSTRUCTION BRIDGE DETAILS
4-S6.1 BRIDGE 4 BENT DETAILS
4-S6.2 BRIDGE 4 BENT DETAILS
4-S6.3 BRIDGE 4 BENT DETAILS
4-S6.4 BRIDGE 4 BENT DETAILS
4-S6.5 BRIDGE 4 BENT DETAILS
4-S6.6 BRIDGE 4 BENT DETAILS
4-S6.7 BRIDGE 4 BENT DETAILS
4-S6.8 BRIDGE 4 BENT DETAILS
4-S6.9 BRIDGE 4 BENT DETAILS
4-S6.10 BRIDGE 4 BENT DETAILS
4-S6.11 BRIDGE 4 BENT DETAILS

(Rev. 07/22)

2018 Code Version

Project Code: PE2022095

Project Title: Virginia Creper Trail Structural Repairs for Trestle 4 and Associated Structures

MATERIAL/ ACTIVITY	TYPE OF INSPECTION (A/E add lines as needed to identify other required items)	THIS PROJ ?	REFERENCE	INSPECTION / TEST BY *				
				OWNER'S TEST LAB	A/E OF RECORD	SMOKE CONTROL	PROJECT INSPECTOR	CONTRACTOR / SUPPLIER
FOUNDATIONS								
Soil	Classify & Test Existing Soils & Fill Materials	X	Specs, 1705.6	X (Spot)				
Soil	Compaction Of Fill Materials	X	Specs, 1705.6	X				
Soil	Bearing At Bottom Of Footing Excavations	X	Specs, 1705.6	X (Spot)				
Piles	Driving Records, Tip & Cutoff Elevations		1705.7, 1705.9	X	4			
Piles	Load Test		1705.7	X	4			
Caissons	Drilling, Size, Bearing Conditions, Materials		1705.8, 1705.3	X				
Soil Nails	Installation methods and procedures		Specs	X (Spot)				
CONCRETE CONSTRUCTION								
Concrete	Ready-Mix Plant Quality Control	X	Specs, 1704.2.5		2			X, 1
Concrete	Mix Design Tests And Certificates	X	Specs, 1705.3		X			X, 1
Reinf. Steel	Shop Drawings Of Reinforcing Steel	X	Specs		X			
Reinf. Steel	Placement Of Reinforcing Steel	X	1705.3	X (Spot)	X (Spot)		X	
Reinf. Steel	Welding		1705.3.1	X (Spot)	2			X,1
Reinf. Steel	Special Construction		1704.5.7		2			
Formwork	Shape, Location, Dimensions		1705.3	X (Spot)			X	X
Formwork	Removal and Reshoring		1705.3	X (Spot)				
Concrete	Test Cylinders & Strength Test	X	1705.3, 1910.10	X	4			
Concrete	Mix Proportions & Mix On Delivery Tickets	X	1705.3				X (Spot)	
Concrete	Slump Test	X	1705.3	X	4		X	
Concrete	Placement Procedures	X	1705.3	X	X (Spot)		X (Spot)	
Concrete	Curing Temperatures & Techniques	X	1705.3	X			X	
Prestressed	Prestressing Procedures & Forces		1705.3	X	2			X,1
Prestressed	Shop Drawings Of Prestressed Units		Specs		X			
Precast	Quality Control Of Manufacturer		1704.2.5		2			X, 1
Precast	Shop Drawings Of Precast		Specs		X			
Precast	Erection Of Precast		1705.3	X (Spot)	X (Spot)		X	X
Precast	Inspection Of Connections		1705.3	X (Spot)				
Shotcrete	Reinforcing Steel-Test Panel		1908.5, 1705.3	X	4			
Anchors	Anchors In Concrete	X	Specs, 1705.3, 1901.3	X				
Shotcrete	Installation methods and procedures		Specs	X (Spot)				
Repair Mortar	Crack repair installation and procedures		Drawings	X (Spot)				

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MATERIAL/ ACTIVITY	TYPE OF INSPECTION (A/E add lines as needed to identify other required items)	THIS PROJ ?	REFERENCE	INSPECTION / TEST BY *				
				OWNER'S TEST LAB	A/E OF RECORD	SMOKE CONTROL	PROJECT INSPECTOR	CONTRACTOR / SUPPLIER
MASONRY CONSTRUCTION								
Quality Assurance	Indicate Quality Assurance Level (1, 2 or 3)		TMS 402, 3.1		X			
Clay Masonry	Certificates, Tests & Technical Data		TMS 602, Table 3	X (Spot)	X			3
Concrete Masonry	Certificates, Tests & Technical Data		TMS 602, Table 3	X (Spot)	X			3
Reinf. Steel	Shop Drawings		Specs		X			
Reinf. Steel	Size, Grade, Type, Location, Spacing Of Reinf Steel		TMS 602, Table 3, 4	X (Spot)				
Anchors	Manufacturer's Data		TMS 602, Table 3, 4	X (Spot)	X			3
Accessories	Manufacturer's Data		Specs		X			3
Mortar & Grout	Mix Design And Data		Specs		X			3
Mortar & Grout	Field Samples and Testing, Placement		TMS 602, Table 3, 4	X (Spot)	4			
Masonry Strength	Masonry Strength Verified		TMS 602, Table 3	X	2, 4			
Masonry	Placement Of Units, Mortar & Accessories		TMS 602, Table 4	X (Spot)				
Masonry	Protection Of Masonry Work		TMS 602, Table 4	X (Spot)				
Anchorage	Placement Of Devices		TMS 602, Table 4	X (Spot)				
Risk Cat. IV	A/E Shall edit list as required by TMS 402		TMS 602, Table 3, 4		X			
STEEL CONSTRUCTION								
Fabricator	Quality Control Inspection Of Shop	X	1704.2.5		2			X, 1
Fasteners	Mfr's Certificate Of Compliance	X	AISC 360-16		2			3
Struct. Steel	Mfr's Certificate Of Compliance	X	AISC 360-16		2			3
Weld Mat'l's	Manufacturer's Certificate Of Compliance	X	AISC 360-16		2			3
Metal Decking	Welding to Supports		1705.2.2	X (Spot)				
Metal Decking	Manufacturer's Certificate Of Compliance		1705.2.2		2			3
Joist	Mrf's Certificate of Compliance		1704.5.5		2			3
Joist	Open Web Steel Joists-End Connections and Bridging		1705.2.3	X (Spot)				
Details	Shop Drawings Review	X	Specs		X			
Erection	Installation Of High-Strength Bolts	X	AISC 360-16	X (Spot)				
Erection	Welding	X	AISC 360-16	X (Spot)				
Erection	Steel Framing And Connections	X	AISC 360-16	X (Spot)	X (Spot)		X	

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				OWNER'S TEST LAB	A/E OF RECORD	SMOKE CONTROL	PROJECT INSPECTOR	CONTRACTOR / SUPPLIER
SEISMIC FORCE RESISTANCE INSPECTIONS (as required by VUSBC 1705.12)								
(Note: SDC refers to Seismic Design Category.)								
Structural Steel	Welding and Bolting (SDC = B or C or D)		1705.12.1, AISC 341	X (Spot)				
Wood	Field Glueing (SDC = C or D)		1705.12.2	X				
Wood	Fastening Of Seismic Force Resistance System (SDC = C or D)		1705.12.2	X (Spot)			X	
Light Gage Steel	Fastening (SDC = C or D)		1705.12.3	X (Spot)			X	
Light Gage Steel	Special Bolted Moment Frames (SDC = D)		1705.12.9	X (Spot)				
Components	Mechanical & Electrical - Anchorage and Labeling (SDC = C or D)		1705.12.4, 1705.12.6	X (Spot)				
Components	Architectural - Cladding, Veneer, Non-Bearing Walls (SDC = D)		1705.12.5	X (Spot)				
Components	Access Floors (SDC = D)		1705.12.5.1	X (Spot)				
Components	Storage Racks (SDC = D)		1705.12.7	X (Spot)				
SEISMIC RESISTANCE TESTING (as required by VUSBC 1705.13)								
Structural Steel	Steel Systems and Elements		1705.13.1, AISC 341					
Non-Structural	Components-Mfr's Certificate of Compliance		1705.13.2		2			3
Non-Structural	Designated Systems-Certificate of Compliance		1705.13.3		2			3
Structural	Isolation Systems		1705.13.4	X				
WOOD & LIGHT GAGE STEEL CONSTRUCTION								
Fabrication	Quality Control Inspection Of Shop		1704.2.5		2			X, 1
Sheathing	Grade Stamp, Thickness & Fastening		Specs, 1703.5	X	X (Spot)		X	
Wood	Grade Stamp	X	Specs, 1703.5		X (Spot)		X	
Wood/Light Gage	Diaphragm Fastening Per Code And Drawings		1705.2.2, 1705.5.1	X (Spot)	X (Spot)		X	
Trusses	Shop Drawings		Specs		X			
Trusses	Truss Placement, Bracing and Fastening & Anchorage		Specs, 1705.2.4, 1705.5.2		X (Spot)		X	
Laminates	Shop Drawings		Specs		X			
Laminates	Identification Per Shop Drawings		Specs		X (Spot)		X	
Wood Fastening	Various components as indicated on the plans & details	X	Drawings & specs	X (Spot)				

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				OWNER'S TEST LAB	A/E OF RECORD	SMOKE CONTROL	PROJECT INSPECTOR	CONTRACTOR / SUPPLIER
FIREPROOFING								
Spray-on	Manufacturer's Data		Specs		X			3
Spray-on	Surface Conditions		1705.14.2	X				
Spray-on	Application		1705.14.3	X				3
Spray-on	Thickness		1705.14.4	X				
Spray-on	Density		1705.14.5	X				
Spray-on	Bond Strength		1705.14.6	X				
Mastic/Intumescent	Fire-Resistant Coatings - Materials, Application		1705.15	X	X (Spot)		X	3
GWB Fireproof	Manufacturer's Data		Specs		X			3
GWB Fireproof	Placement Of Materials		Specs		X (Spot)		X	
Fire Wall Assembly	Manufacturer's Data		Specs, 706.2		X			3
Fire Wall Assembly	Placement Of Materials		Specs, 706.2		X (Spot)		X	
EXTERIOR INSULATION & FINISH SYSTEMS (EIFS)								
Materials	Manufacturer's Data		Specs		X			3
Preparation	Condition Of Sheathing Substrate		Specs, 1705.16.1		X (Spot)		X	
Application	Methods, Proportions & Thickness Of Installation		Specs, 1705.16.1	X (Spot)	X (Spot)		X	
SMOKE CONTROL (see note 5)								
Ducts	Device Location And Air Duct Leakage		1705.18.1			X		
System	Pressure Difference, Flow Measurements & Detection Testing		1705.18.1			X		
Controls	Activation Sequence		1705.18.1			X		
STRUCTURAL OBSERVATIONS (see note 7)								
Struct. Observations	As determined in written statement by structural observer		Specs, 1704.6					

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				OWNER'S TEST LAB	A/E OF RECORD	SMOKE CONTROL	PROJECT INSPECTOR	CONTRACTOR / SUPPLIER

NOTES:

1. Fabricator, supplier, ready-mixed plant or other production plant shall provide certificates from an approved independent inspection, testing or quality assurance agency attesting that the plant meets at least one of the following criteria:
 - a. The plant is a certified production plant meeting the quality assurance standards of a recognized national standards organization for that product.
 - b. The plant maintains an agreement with an independent inspection or quality assurance agency to conduct periodic in-plant quality assurance inspections. The frequency of these inspections shall not be less than one every six months.
 - c. The plant has an in-shop quality assurance inspection program by an independent testing or quality assurance agency for the work/product to be provided on this project.
2. A/E shall review fabricator/supplier/producer certificates for conformance with appropriate standards of practice and quality assurance.
3. Contractor/supplier shall submit manufacturer's certificates of compliance for the materials/products.
4. Reviews records and test results for conformance with requirements.
5. Special Inspection firm shall have expertise in fire protection engineering, mechanical engineering, and certification as an air balancer. The special inspector listed on the cover page and the Agency are responsible for verifying that the inspector (s) for smoke control is qualified as required by VUSBC 1705.18.2.
6. Unless noted otherwise, the reference numbers listed refer to the 2018 VUSBC.
7. The Owner's structural observer shall submit a written statement to ToA identifying the frequency and extent of structural observations as required by VUSBC 1704.6.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under Owner's separate contracts.
5. Owner-furnished/Contractor-installed (OFICI) products.
6. Contractor's use of site and premises.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Virginia Creeper Trail Structural Repairs for Trestle 4 and Associated Structures

1. Project Location: Abingdon, VA.

B. Owner: Town of Abingdon, Virginia.

1. Owner's Representative: Kevin Worley – Public Works Project Manager.

C. Engineer: Prosim Engineering, LLC, 108 S. Iron St., Marion VA 24354.

1. Architect's Representative: Preston Pionk, PE

D. Engineer's Consultants: Engineer has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Civil Engineering: The Lane Group.
 - a. Civil representative: Matthew Lane, PE

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. This project involves repair and restoration of Trestle 4 along the Virginia Creeper Trail. Work includes foundation repair to trestles, some trestle wood element replacement, abutment repair, and steel retrofits of timber trestles crossing Fifteen Mile Creek.
 - 2. Extent of earthwork is limited to as shown in the Structural plans, sections, and details. Generally, the intent is for grades to be restored to existing upon completion of any repair work.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of private property, public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Sunrise to sunset.
- 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 providing temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Engineer's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Engineer not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Engineer's written permission before proceeding with disruptive operations.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. 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, and email address 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.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
 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 information or interpretation and the following:
1. Owner name.
 2. Owner's Project number.
 3. Name of Engineer.
 4. Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to Engineer.

- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven calendar days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
 3. Engineer's action on RFIs 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 Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
1. Project name and number.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- G. PDF Document Preparation: Where PDFs are required to be submitted to Engineer, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing/sequencing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Fire protection.
 - bb. Security.
 - cc. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.

2. Attendees: In addition to representatives of Owner, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 2. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 3. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 4. AIA - American Institute of Architects (The); www.aia.org.
 5. AISC - American Institute of Steel Construction; www.aisc.org.
 6. AISI - American Iron and Steel Institute; www.steel.org.
 7. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 8. APA - APA - The Engineered Wood Association; www.apawood.org.
 9. ASCE - American Society of Civil Engineers; www.asce.org.
 10. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
 11. ASTM - ASTM International; www.astm.org.
 12. AWP - American Wood Protection Association; www.awpa.com.
 13. AWS - American Welding Society; www.aws.org.
 14. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
 15. CSI - Construction Specifications Institute (The); www.csiresources.org.
 16. CWC - Composite Wood Council; (See CPA).
 17. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
 18. ICBO - International Conference of Building Officials; (See ICC).
 19. ICC - International Code Council; www.iccsafe.org.
 20. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
 21. NCMA - National Concrete Masonry Association; www.ncma.org.
 22. NFPA - National Fire Protection Association; www.nfpa.org.
 23. NHLA - National Hardwood Lumber Association; www.nhla.com.
 24. NLGA - National Lumber Grades Authority; www.nlga.org.
 25. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
 26. NSPE - National Society of Professional Engineers; www.nspe.org.
 27. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
 28. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
 29. SPIB - Southern Pine Inspection Bureau; www.spib.org.

30. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
 31. TMS - The Masonry Society; www.masonrysociety.org.
 32. TPI - Truss Plate Institute; www.tpinst.org.
 33. UL - Underwriters Laboratories Inc.; www.ul.com.
 34. WI - Woodwork Institute; www.wicnet.org.
 35. WWPA - Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. ICC - International Code Council; www.iccsafe.org.
 2. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
 2. EPA - Environmental Protection Agency; www.epa.gov.
 3. OSHA - Occupational Safety & Health Administration; www.osha.gov.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
 2. FED-STD - Federal Standard; (See FS).
 3. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
 4. MILSPEC - Military Specification and Standards; (See DOD).
 5. USAB - United States Access Board; www.access-board.gov.
 6. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is not available for use.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is not available for use. Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 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. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of trail right-of-way that is noncombustible according to ASTM E136. Comply with NFPA 241.
 2. Maintain support facilities until Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel and along length of trail. Repair any damaged or ruts from traffic.
- E. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- F. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and Specifications, requirements of EPA Construction General Permit, or authorities having jurisdiction, whichever is more stringent.
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Protect tree root systems from damage, flooding, erosion, and vehicular traffic.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to discourage entry at main construction access points (construction entrances) and other locations as directed by the Owner.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

END OF SECTION 015000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for coordination and limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
 - 3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Certified Surveys: Submit two copies signed by land surveyor identifying bottom chord elevations of select bridges to be identified by the Engineer.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. 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.
 3. Other Construction Elements: Do not cut and patch other construction elements or 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.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In-Place Materials: Use materials for patching 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 provide a match acceptable to Engineer for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. 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 Engineer in accordance with requirements in Section 013100 "Project Management and Coordination."

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 and existing conditions. If discrepancies are discovered, notify Engineer promptly.

3.4 INSTALLATION

- A. 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 satisfactory results as judged by Engineer. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.5 CUTTING AND PATCHING

- 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. Temporary Support: Provide temporary support of Work to be cut.
- 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 practicable, as judged by Engineer. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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.

3.6 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed.

1.4 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, staging, transportation methods, disposal methods. It is the Contractors responsibility to ensure that disposal methods for various materials (including creosote treated timber) meets all jurisdictional laws.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit testing, adjusting, and balancing records.
- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of bridges in sequential order.
 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
 3. Submit list of incomplete items in one of the following formats:

- a. MS Excel Electronic File: Engineer will return annotated file.
- b. PDF Electronic File: Engineer will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit on digital media acceptable to Engineer.
- D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-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.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Remove labels that are not permanent.
- B. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
- B. Record Specifications: Submit annotated PDF electronic files and (2) paper copies of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories and (2) paper copies of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.

- d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Locations of concealed utilities.
 - i. Changes made by Change Order or Change Directive.
 - j. Changes made following Engineer's written orders.
 - k. Details not on the original Contract Drawings.
 - l. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 5. Note related Change Orders and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file, paper copy, or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.5 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.
2. Shoring, bracing, and anchoring.

1.2 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Exposed surface form-facing material.
2. Concealed surface form-facing material.
3. Form ties.
4. Form-release agent.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:

1. Provide continuous, true, and smooth concrete surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.

3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
 - a. Plywood, metal, or other approved panel materials.
- B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
 1. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 RELATED MATERIALS

- A. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- B. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- C. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

- A. Comply with ACI 301 (ACI 301M).
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M) and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.
- C. Limit concrete surface irregularities as follows:
 1. Surface Finish-1.0: ACI 117 Class D, 1 inch (25 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
 1. Minimize joints.
 2. Exposed Concrete: Symmetrically align joints in forms.

- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
 - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
 - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 3. Install keyways, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
 - 1. Provide and secure units to support screed strips.
 - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
 - 1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
 - 2. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (305 mm).
- K. Form openings, offsets, sinkages, keyways, blocking, screeds, and bulkheads required in the Work.
 - 1. Determine sizes and locations from trades providing such items.
 - 2. Obtain written approval of Engineer prior to forming openings not indicated on Drawings.
- L. Construction and Movement Joints:
 - 1. Construct joints true to line with faces perpendicular to surface plane of concrete.
 - 2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 3. Place joints perpendicular to main reinforcement.
- M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
 - 1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
 - 2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

- O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
 - 3. Clean embedded items immediately prior to concrete placement.

3.3 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 (ACI 318M) and ACI 301 (ACI 301M) for design, installation, and removal of shoring and reshoring.
 - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
 - 1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.
 - 2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Bar supports.
3. Mechanical splice couplers.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, tie spacing, hoop spacing, and supports for concrete reinforcement.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420, deformed).

2.2 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.

1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

- a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
- B. Mechanical Splice Couplers: ACI 318 (ACI 318M) Type 1 or Type 2, same material of reinforcing bar being spliced; tension-compression type or mechanical-lap type.
- C. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch (1.2908 mm) in diameter.
 - 1. Finish: Plain.

2.3 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
- B. Accurately position, support, and secure reinforcement against displacement.
 - 1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
 - 2. Do not tack weld crossing reinforcing bars.
- C. Preserve clearance between bars of not less than 1 inch (25 mm), not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.
- D. Provide concrete coverage in accordance with ACI 318 (ACI 318M).
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Drawings.
 - 1. Bars indicated to be continuous, and all vertical bars shall be lapped not less than 36 bar diameters at splices, or 24 inches (610 mm), whichever is greater.
 - 2. Stagger splices in accordance with ACI 318 (ACI 318M).
 - 3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.

3.3 INSTALLATION TOLERANCES

- A. Comply with ACI 117 (ACI 117M).

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
 - 1. Steel-reinforcement placement.
 - 2. Steel-reinforcement mechanical splice couplers.

END OF SECTION 032000

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
3. Section 312000 "Earth Moving".

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Aggregates.
4. Admixtures:
 - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
5. Curing materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.

5. Slump limit.
 6. Air content.
 7. Nominal maximum aggregate size.
 8. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
 9. Intended placement method.
 10. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:
1. Concrete Class designation.
 2. Location within Project.
 3. Exposure Class designation.
 4. Formed Surface Finish designation and final finish.
 5. Curing process.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each of the following, signed by manufacturers:
1. Cementitious materials.
 2. Admixtures.
 3. Curing compounds.
- B. Material Test Reports: For the following, from a qualified testing agency:
1. Portland cement.
 2. Fly ash.
 3. Aggregates.
- C. Research Reports: For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
- D. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.7 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C150/C150M, Type I/II.
 - 2. Fly Ash: ASTM C618, Class C or F.
- B. Normal-Weight Aggregates: ASTM C33/C33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches (38 mm) nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.
 - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 2. Retarding Admixture: ASTM C494/C494M, Type B.
 - 3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 - 5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- E. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

- a. Ambient Temperature Below 50 deg F (10 deg C): Black.
- b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color.
- c. Ambient Temperature Above 85 deg F (29 deg C): White.

C. Curing Paper: Eight-foot- (2438-mm-) wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.

D. Water: Potable or complying with ASTM C1602/C1602M.

E. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.

F. Clear, Waterborne, Membrane-Forming, Nondissipating Curing Compound: ASTM C309, Type 1, Class B.

G. Clear, Waterborne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

- 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

- 1. Fly Ash or Other Pozzolans: 20 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

- 1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
- 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.5 CONCRETE MIXTURES

A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.

- 1. Exposure Class: ACI 318 (ACI 318M) F1.
- 2. Minimum Compressive Strength: 3500 psi (24.1 MPa) at 28 days.
- 3. Maximum w/cm: 0.55.
- 4. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm) before adding high-range water-reducing admixture or plasticizing admixture at Project site.

5. Air Content:

- a. Exposure Class F1: 5 percent, plus or minus 0.5 percent at point of delivery for concrete containing 1-1/2-inch (38-mm) nominal maximum aggregate size.

2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.2 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer in writing, but not to exceed the amount indicated on the concrete delivery ticket.
 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

- D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
 - 1. If a section cannot be placed continuously, provide construction joints as indicated.
 - 2. Deposit concrete to avoid segregation.
 - 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

3.3 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

- 1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
 - a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.
 - b. Remove projections larger than 1 inch (25 mm).
 - c. Tie holes do not require patching.
 - d. Surface Tolerance: ACI 117 (ACI 117M) Class D.
 - e. Apply to concrete surfaces not exposed to public view.
- 2. ACI 301 (ACI 301M) Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
 - a. Patch voids larger than 3/4 inch (19 mm) wide or 1/2 inch (13 mm) deep.
 - b. Remove projections larger than 1/4 inch (6 mm).
 - c. Patch tie holes.
 - d. Surface Tolerance: ACI 117 (ACI 117M) Class B.
 - e. Locations: Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.4 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.5 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.

B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Cure formed concrete surfaces, including underside of beams, and other similar surfaces.
2. If forms remain during curing period, moist cure after loosening forms.
3. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
 - a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
 - b. Continuous Sprinkling: Maintain concrete surface continuously wet.
 - c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
 - d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
 - e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 1) Recoat areas subject to heavy rainfall within three hours after initial application.
 - 2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Begin curing immediately after finishing concrete.

3.6 TOLERANCES

- A. Conform to ACI 117 (ACI 117M).

3.7 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.
- B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
 - 1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
 - 2. Testing agency shall immediately report to Engineer, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 - 3. Testing agency shall report results of tests and inspections, in writing, to Owner, Engineer, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.
 - 12) Field test results.
 - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
 - 14) Type of fracture and compressive break strengths at seven days and 28 days.
- C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- D. Inspections:
 - 1. Headed bolts and studs.

2. Verification of use of required design mixture.
 3. Concrete placement, including conveying and depositing.
 4. Curing procedures and maintenance of curing temperature.
 5. Verification of concrete strength before removal of shores and forms from beams and slabs.
 6. Batch Plant Inspections: On a random basis, as determined by Engineer.
- E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C143/C143M:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
 3. Slump Flow: ASTM C1611/C1611M:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
 4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 5. Concrete Temperature: ASTM C1064/C1064M:
 - a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
 6. Compression Test Specimens: ASTM C31/C31M:
 - a. Cast and laboratory cure two sets of three 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.
 7. Compressive-Strength Tests: ASTM C39/C39M.
 - a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.

- b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).
- 10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- 11. Additional Tests:
 - a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
 - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Engineer.
 - 1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 (ACI 301M), section 1.6.6.3.
- 12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

3.8 PROTECTION

A. Protect concrete surfaces as follows:

- 1. Protect from petroleum stains.
- 2. Diaper hydraulic equipment used over concrete surfaces.
- 3. Prohibit use of pipe-cutting machinery over concrete surfaces.
- 4. Prohibit placement of steel items on concrete surfaces.
- 5. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION 033000

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural steel.
2. Shrinkage-resistant grout.

1.2 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Structural-steel materials.
2. High-strength, bolt-nut-washer assemblies.
3. Anchor rods.
4. Threaded rods.
5. Shrinkage-resistant grout.

- B. Shop Drawings: Show fabrication of structural-steel components.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

- B. Mill test reports for structural-steel materials, including chemical and physical properties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified Installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.

- B. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with applicable provisions of the following specifications and documents:
 - 1. ANSI/AISC 303.
 - 2. ANSI/AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- B. Connection Design Information:
 - 1. Option 2: Fabricator's experienced steel detailer shall select or complete connections in accordance with ANSI/AISC 303.
 - a. Select and complete connections using ANSI/AISC 360.
 - b. Use Allowable Stress Design; data are given at service-load level.

2.2 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A992/A992M.
- B. Channels, Angles: ASTM A36/A36M or ASTM A572/A572M, Grade 50.
- C. Plate and Bar: ASTM A36/A36M or ASTM A572/A572M, Grade 50.
- D. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS AND CONNECTORS

- A. High-Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325 (Grade A325M), Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH (ASTM A563M, Class 10S), heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.
 - 1. Direct-Tension Indicators: ASTM F959/F959M, Type 325-1 (Type 8.8-1), compressible-washer type with plain finish.

2.4 RODS

- A. Unheaded Anchor Rods: ASTM F1554, Grade 36.
 - 1. Configuration: Straight.
 - 2. Finish: Hot-dip zinc coating, ASTM A153/A153M, Class C.

2.5 SHRINKAGE-RESISTANT GROUT

- A. Metallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.

2.6 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.

2.7 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.8 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel in accordance with ASTM A123/A123M.
 - 1. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.

2.9 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
 - 1. Allow testing agency access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
 - 2. Bolted Connections: Inspect shop-bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
 - 3. Welded Connections: Visually inspect shop-welded connections in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E165/E165M.
 - b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - c. Ultrasonic Inspection: ASTM E164.
 - d. Radiographic Inspection: ASTM E94/E94M.

4. In addition to visual inspection, test and inspect shop-welded shear stud connectors in accordance with requirements in AWS D1.1/D1.1M.
5. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.
- B. Baseplates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Weld plate washers to top of baseplate.
 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for grouting.
- C. Maintain erection tolerances of structural steel within ANSI/AISC 303.

3.3 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt and joint type specified.
 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
 - 1. Bolted Connections: Inspect[and test] bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
 - 2. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.
 - a. In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - 1) Liquid Penetrant Inspection: ASTM E165/E165M.
 - 2) Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - 3) Ultrasonic Inspection: ASTM E164.
 - 4) Radiographic Inspection: ASTM E94/E94M.

END OF SECTION 051200

SECTION 061063 - EXTERIOR ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood decking.
 - 2. Wood handrail elements.
 - 3. 4x4 Sleepers.
 - 4. Cross Ties.
 - 5. Timber Trestle/Abutment Members.
 - 6. Wood Retaining Wall elements.

1.2 ACTION SUBMITTALS

- A. Product Data: For preservative-treated wood products.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates:
 - 1. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.
- B. Evaluation Reports: For preservative-treated wood products, from ICC-ES.

1.4 QUALITY ASSURANCE

- A. Provide certificates, test data, or other forms of verification that wood products delivered to the project site meet the specifications (grade) herein and as shown on the structural notes. No stamps or other indicators shall be visible on exposed lumber.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
 - 1. Factory mark each item with grade stamp of grading agency is allowed – but shall not be visible in exposed lumber. If wood products are delivered without stamps, provide paper verification of material grade and treatment from grading agency.

2. Provide dressed lumber, S4S, unless otherwise indicated for decking, rail and any other elements accessible to the public (hand or foot). Other elements (rail posts, bracing, trestle elements, retaining wall elements, etc.) may or may not be S4S.

B. Maximum Moisture Content:

1. Boards: 19 percent.
2. Dimension Lumber: 19 percent for 2-inch nominal (38-mm actual) thickness or less; no limit for more than 2-inch nominal (38-mm actual) thickness.
3. Timber. No limit.

2.2 LUMBER

A. Dimension Lumber: No. 2 grade minimum and the following species:

1. Mixed southern pine; SPIB. D finish.

2.3 POSTS

A. Dimension Lumber Posts: No. 2 grade minimum and the following species:

1. Mixed southern pine; SPIB. Industrial 65 finish.

B. Timber Posts: Southern pine; No. 2, SPIB. Industrial 65 finish.

2.4 PRESERVATIVE TREATMENT

A. Pressure treat decking and handrail with waterborne preservative [micronized copper azole (0.31)] according to AWP A U1; Use Category UC4b.

B. Pressure treat cross ties, sleepers, timber trestle and abutment members (or all members not in reach of human contact) with oil-based preservative (creosote) according to AWP A U1; Use Category UC4b.

1. **Alternate preservative treatments shall be considered acceptable so long as the contractor provides acceptable research documentation that indicate that the materials meet-or-exceed performance for the materials listed. Documentation from third-party, independent agencies, and/or industry associations shall be a part of any documentation. Letters or opinions solely from material suppliers are not allowed.**

C. Pressure treat wood and timber retaining members (ground contact) with waterborne preservative [chromated copper arsenate (0.60)] according to AWP A U1; Use Category UC4b.

1. Treatment with CCA shall include post-treatment fixation process.

D. Preservative Chemicals: Acceptable to authorities having jurisdiction.

1. Do not use chemicals containing arsenic, chromium, or creosote except for cross ties, sleepers, wood and timber retaining members, and timber trestle and abutment members.

E. After treatment, redry dimension lumber to 19 percent maximum moisture content.

F. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review – marks shall not be visible in exposed lumber. Provide certificates of

treatment compliance issued by inspection agency in lieu of surface marking for lumber exposed in final structure.

- G. Application: Treat all wood.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
 - 1. ASME B18.6.1 Wood screws
 - 2. ASTM F1667 Nails
 - 3. ASTM A307 treaded rod
 - 4. ASTM A563 carbon steel nuts
 - 5. ASTM F844 washers
 - 6. Use fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329 unless otherwise indicated.
- B. Post-installed Anchors: Hot dip galvanized anchors with capability to sustain, without failure, a load equal to 4 times the load imposed when installed in (assumed cracked) concrete as determined by testing according to ASTM E488, conducted by a qualified independent testing and inspecting agency.
 - 1. ASTM A307 treaded rod
 - 2. ASTM A563 carbon steel nuts
 - 3. ASTM F844 washers

2.6 METAL ACCESSORIES

- A. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G90 (Z270) (min.) coating designation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.
- C. Install metal framing anchors to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Apply copper naphthenate field treatment to comply with AWWA M4, to cut surfaces of preservative-treated lumber.

- F. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. "Fastening Schedule" in ICC's International Building Code Table 2304.10.1
 2. As indicated in the plans, sections, details, and schedules.
 3. In compliance with manufacturers instructions.

END OF SECTION 061063

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating and filling new footings beneath structures.
2. Excavating and backfilling for soil retaining structures.

1.2 DEFINITIONS

- A. Compacted Fill: Soil material or Engineered Fill used to fill an excavation.
- B. Backfill: Soil material or Free Draining Stone used behind soil retaining structures.
- C. Borrow: Satisfactory soil/stone imported from off-site for use as compacted fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- E. Structures: Trestles, footings, foundations, retaining walls, or other man-made stationary features constructed above or below the ground surface.

1.3 FIELD CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: Soil Classification Groups SC, GW, GP, GC, GM, SW, SP, and SM according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
 - 1. Plasticity Index: 20 or less.
- C. Unsatisfactory Soils: Soil Classification Groups GC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 3 percent of optimum moisture content at time of compaction.
- D. Engineered Fill: No. 21 A/B crushed stone.
- E. Free Draining Stone: No. 57 stone. For use behind retaining structures.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil or stone materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 SUBGRADE INSPECTION

- A. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.5 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Engineer.
 - 1. If encountered, fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of trees.

3.7 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under footings and foundations, use compacted fill soils, engineered fill or lean concrete.

3.8 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 3 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 3 percent and is too wet to compact to specified dry unit weight.

3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil/stone materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil/stone materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:
 - 1. Under structures of existing subgrade and each layer of backfill or fill soil material at 95 percent.

3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Protect existing trail surfaces and grades. All disturbed grades (planned or unplanned) shall be returned to pre-existing condition unless otherwise indicated.
- B. Site Rough Grading: Slope grades to direct water away from structures and to prevent ponding. Finish subgrades to elevations required to achieve grades that meet current grades.

3.11 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform inspections:
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

**SPECIAL PROVISIONS FOR BIG R EXPRESS®
MODULAR ROLLED GIRDER BRIDGE**

PART 1 - GENERAL

1.1 SCOPE

- A. These specifications are for fully engineered one- or two-piece modular bridge of steel construction with 12" x 4-1/4" Bridge Plank deck and shall be regarded as minimum standards for design and fabrication. The work included under this item shall consist of design, fabricating, finishing and transporting the steel modular rolled girder bridge superstructure including bearings. These specifications are based on products designed and manufactured by Contech Engineered Solutions LLC.

1.2 DEFINITIONS

- A. *Owner*: Entity who ultimately will own the bridge.
- B. *Engineer*: Engineering Entity or Firm who will be representing the Owner.
- C. *Contractor*: Entity who will be installing, and/or purchasing, the bridge.
- D. *Foundation Engineer*: Engineering Entity or Firm who will be designing and detailing the foundation system.
- E. *Geotechnical Engineer*: Engineering Entity or Firm who will be responsible for providing the Geotechnical information necessary to design the foundation system.
- F. *Bridge Manufacturer*: Firm who will be designing and supplying the bridge in accordance with these Special Provisions.

1.3 QUALIFIED BRIDGE MANUFACTURER

- A. Each Contractor is required to identify their intended supplier as part of the bid submittal. Qualified Bridge Manufacturers must have at least 5 years of experience fabricating these types of structures and shall have an up to date quality certification by AISC per Section 12.1 of these specifications. All suppliers shall fabricate their product utilizing a modern fabrication facility owned and operated by the Bridge Manufacturer that includes the use of CNC beam drilling machines, no brokers are allowed. The Bridge Manufacturer shall stock replacement parts for the bridge.

1. Pre-Approved Bridge Manufacturer:

Contech Engineered Solutions LLC
1-800-338-1122
E-mail: info@conteches.com

- B. Bridge Manufacturers, other than those listed above, may be used provided the Engineer receives a written request at least 10 days prior to the bid. The written request shall

accompany the following information:

C.

1. Bridge Manufacturer's Product Literature,
2. Name and resume of Bridge Manufacturer's design professional who will be signing and sealing the engineering submittals,
3. Copy of current AISC certification,
4. Representative copies of detailed drawings, field procedures, calculations, quality control manual, welder's certifications, proof of in-house C.W.I.,
5. Listing of projects including owner, location, size, year of fabrication, contact person.
6. Certification by the Bridge Manufacturer's Design Professional that the bridge proposed will be in accordance with all project development done up to the date of these specifications.

The above will be evaluated by the Engineer for accuracy and ability to provide the bridge in accordance with these specifications. Bridge Manufacturers other than those listed above may only be used if the Engineer provides written approval via addendum 5 days prior to the bid. The Engineer's ruling shall be final.

1.4 BRIDGE MANUFACTURER'S DESIGN PROFESSIONAL AND SUBMITTALS

- A. The Bridge Manufacturer shall have as a direct employee, an engineer who is experienced in bridge design to be in responsible charge of all engineering related task and design. The engineer shall have a minimum of 10 years of experience in bridge design and be a currently licensed civil or structural Professional Engineer in the Commonwealth of Virginia and shall be the Professional Engineer who will seal and sign the plans.
- B. Engineering drawings, 11x17 format, shall be prepared by the Bridge Manufacturer and submitted for review after receipt of the order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge being fabricated. All relative design information such as member size, ASTM/AASHTO material specification, dimensions necessary to fabricate and required welding shall be clearly shown on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be stamped, signed, and dated by the Bridge Manufacturer's Design Professional.
- C. Structural calculations for the design of the bridge superstructure shall be prepared by the Bridge Manufacturer and submitted for review after receipt of the order. Calculations shall include complete design, analysis and code checks for the controlling members, connectivity and support conditions, deck design, deflection checks, bearings, and all splices.
- D. Drawings and Calculations shall be submitted within one week after receipt of the order.

PART 2 - APPLICABLE CODES AND STANDARDS

2.1 GOVERNING SPECIFICATIONS

- A. Bridge shall be designed in compliance with the AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020 (*AASHTO LRFD*). Calculations shall be in accordance with this document, and formulas shall reference the appropriate sections.

2.2 OTHER REFERENCE CODES, SPECIFICATIONS AND STANDARDS

- A. AISC, Steel Construction Manual, 15th Edition, 2017 (*AISC*)
- B. American Welding Society, Structural Welding Code, D1.5, 2015 (*AWS D1.5*)
- C. ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures, 2010 (*ASCE 7*)
- D. ANSI/AWC NDC-2015 National Design Specification for Wood Construction, 2015 (*NDS*)

PART 3 - BRIDGE GEOMETRY

3.1 WIDTH AND SPAN LENGTH

- A. The bridge width shall be 12'-0" and shall be as measured from the inside face to inside face of rail.
- B. The bridge span length shall be 35'-0" (straight line dimension) and measured from end to end of the bridge structure, not including the end angle or any deck extension beyond the end of the stringer.

3.2 LOWER STEEL CLEARANCE

- A. The Bridge Manufacturer shall determine the distance from the top of the deck (measured from the highest point of the deck) to the bottom of any steel member.

3.3 CAMBER

- A. A single simple-span bridge shall have a vertical camber dimension at the mid-span equal to 100% of the anticipated full dead load deflection. If beam mill camber is adequate to accommodate full dead load deflection, then indicate so on drawings.

3.4 ELEVATION DIFFERENCE

- A. The top of the decks shall be at the same elevation at each end of the bridge.

PART 4 - STRUCTURAL DESIGN LOADS

4.1 DEAD LOAD

- A. The bridge structure shall be designed for the total bridge weight plus an additional allowance of 80 pounds per square foot total wearing surface.

4.2 VEHICLE LOAD

- A. Bridge shall be designed for one lane of traffic, supporting HL-93 design vehicle plus Dynamic Load Allowance.
- B. The design ADTT (Average Daily Truck Traffic) shall be a maximum of 200.

4.3 OWNER SPECIFIED VEHICLE

- A. Bridge shall also be designed for a U80 Owner Specified Vehicle.

4.4 WIND LOAD

- A. The wind load that is applied horizontally against the height of the stringer plus the side dam shall be as specified in *AASHTO LRFD* Article 3.8.

4.5 SEISMIC (EQ)

- A. Seismic loads shall not be considered or included in the design.

4.6 FATIGUE LOAD

- A. The fatigue loading shall be as specified in *AASHTO LRFD* Article 6.6.

4.7 COMBINATION OF LOADS

- A. The load combinations and load factors to be used shall be as specified in *AASHTO LRFD* Table 3.4.1-1.

PART 5 - STRUCTURAL DESIGN CRITERIA

5.1 DEFLECTIONS

- A. Per the *AASHTO LRFD* Article 2.5.2.6.2, vehicle load deflection limits are considered optional and are not being used. However, the Bridge Manufacturer will provide an anticipated vehicle load deflection of no more than Span/500.

5.2 WHEEL LOAD DISTRIBUTION

- A. The 12" x 4-1/4" Bridge Plank deck shall be designed to support the maximum wheel load from the HL-93 design vehicle or owner specified vehicle. For HL-93 design vehicle or owner specified vehicle, the tire contact area is to be assumed to be 20" transverse and 10" longitudinal.

PART 6 - MATERIALS OF CONSTRUCTION

6.1 STRUCTURAL STEEL

- A. All structural steel shall meet the Buy America requirements per 23 CFR 635.
- B. All structural steel shall be ASTM A588 Weathering Steel.

6.2 DECK MATERIAL

- A. Deck to be 12" x 4-1/4" Bridge Plank, 9-gage, placed transverse across the width of the bridge. The height of the deck shall be 4.25" from top of the lower trough to top of the profile. Width of the plank shall be 12-13/16" with one 13/16" overlapping leg. The overlapping leg will be formed to allow the deck plank to bear on the top flange of the girder on each side of each plank and not bear on the overlapped plank. Decking shall be manufactured from pre-galvanized steel, ASTM A653 Grade 50 Class 1 with a minimum 2 oz galvanized coating. Decking is to be welded to top flange of stringers and to adjoining sheets.

Welds to be treated with organic zinc-rich coating meeting the material and performance requirements of ASTM A 780 (Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings).

6.3 WEARING SURFACE

- A. Top of side dam shall be 3.5" above top of 12" x 4-1/4" Bridge Plank for gravel wearing surface. Gravel shall be placed on bridge and compacted and graded to the proper thickness above the top of the 12" x 4-1/4" Bridge Plank. The wearing surface is not structural, it shall provide for a smooth-running surface and distribute wheel loads to the 12" x 4-1/4" Bridge Plank. The minimum thickness shall be 2" above the top of the 12" x 4-1/4" Bridge Plank but the total weight of the wearing surface shall not exceed wearing surface allowance in section 4.1 of these specifications.

6.4 FASTENERS

- A. Structural bolts used to field splice or connect all main members shall be ASTM F3125 Grade A325. The nuts for these structural bolts shall be ASTM A563. One flat hardened washer meeting ASTM F436 shall be supplied with all bolts. All bolts, nuts and washers shall be galvanized and shall be furnished in an amount of 5% in excess of the number required for each size and length.
- B. Non-structural bolts shall be ASTM A307 bolts, zinc plated or galvanized.

PART 7 - FINISH

7.1 STEEL SURFACE CLEANING

- A. All exposed surfaces of structural steel to be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 1, SSPC-SP1 solvent cleaning. Exposed surfaces of steel shall be defined as those surfaces seen from the deck or from the outside and bottom of the structure. All other surfaces to have standard mill finish.

7.2 STEEL SURFACE FINISH

- A. For corrosion resistant high-strength low-alloy (weathering) steel no surface finish treatment is necessary. The steel will be cleaned per section 7.1 and then allowed to form a protective weathering patina over time.

PART 8 - BRIDGE RAIL

8.1 BRIDGE TRAFFIC RAIL TYPE

- A. Rail does not meet AASHTO loading requirements and is considered a guide rail only. Rail to be 10x10 Douglas-Fir curb with 2 ft long 10x10 Douglas Fir scuppers spaced at a maximum of 10 ft on center. Curb and scupper to be attached to the deck with dome head timber bolts and include a channel backer under the deck.

PART 9 - BEARINGS

9.1 BEARING PLATES

- A. Bearing plates shall be used under the stringers at both ends of the bridge and shall be designed to support the anticipated reactions. Bearing plate material shall be ASTM A588. The Bridge Manufacturer should design the bearing plates such that one end of the bridge is fixed, and the other end allows for expansion. All bearing plates should have a minimum of two holes to receive anchor bolts (one on each side of the stringer). For the expansion base plates, holes shall be slotted with a minimum slot length to allow for expansion and contraction. All bearing plates shall be shipped loose for field installation by others; field welded to the stringers by an AWS D1.5 certified welder.

9.2 ELASTOMERIC PADS

- A. The Bearing Plates will be placed on top of elastomeric pads. Elastomeric pads shall be Grade 4, 60-Durometer Neoprene or natural rubber. Pads may not meet AASHTO LRFD design criteria and are to be used only as leveling pads only.

PART 10 - FOUNDATIONS

10.1 FOUNDATION SYSTEM

- A. Foundation system shall utilize abutments designed by the Foundation Engineer in conjunction with the bridge bearing requirements provided by the Bridge Manufacturer and the site-specific geotechnical information. All abutment dimensions and materials shall be shown on the final contract plans.

10.2 ANCHOR BOLTS

- A. Bridge Manufacturer shall design the diameter and grade of anchor bolts, based on the shear and tensile strength of the anchor bolt material only. All design considerations regarding concrete breakout strength in shear and tension, pullout strength, concrete side-face blowout strength, concrete pry out strength, embedment depth, type of anchorage or any other concrete failure modes are the responsibility of the Foundation Engineer and shall be shown on the final contract plans. All anchor bolts shall be galvanized. The Foundation Engineer shall determine if the anchor bolts shall be cast-in-place, drilled/epoxy, or expansion anchors. Anchor bolts shall be provided and installed by the Contractor.

PART 11 - FABRICATION

11.1 WELDING

- A. Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.5. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

11.2 WELDERS

- A. Welders shall be qualified for each process and position used while fabricating the bridge. Qualification tests shall be in accordance with AWS D1.1/D1.5. All weld qualifications and records shall be kept in accordance with the Fabricator's Quality Assurance Manual which has been approved and audited by AISC as the basis for certification.

11.3 BOLTED CONNECTIONS AND SPLICES

- A. For shipping purposes, the bridge may be fabricated in sections. Sections shall be field assembled using bolted connections and or field welding as indicated on the drawings. All bolted connections are considered to be pretensioned. All bolts are to be pretensioned per the requirements of section 8.2 of the Specification for Structural Joints Using High-Strength Bolts. Recommended tightening method of all structural bolts shall be Turn-of-the-Nut Pretensioning.

PART 12 - QUALITY CONTROL

12.1 AISC CERTIFICATION

- A. The bridge shall be fabricated in a shop owned by the Bridge Manufacturer. This facility shall have up to date quality certification by AISC as Certified Bridge Fabricator - Advanced (Major) with Fracture Critical Endorsement and Complex Coating Endorsement (P1-Enclosed or P2-Covered).

12.2 CERTIFIED WELD INSPECTOR

- A. The Bridge Manufacturer shall employ at least two Certified Weld Inspectors (CWI), with endorsement by AWS QC1. At least one CWI shall be present during the complete fabrication of the bridge. The CWI shall provide written documentation that the bridge has been fabricated in accordance with these specifications and the approved design drawings.

12.3 DOCUMENTATION

- A. Material Certifications shall be available for review for all materials within the bridge. Traceability of heat numbers is required for all steel.
- B. Documentation showing the performance of all critical quality checks shall also be made available for review by the Engineer or Owner.

12.4 NON-DESTRUCTIVE TESTING

- A. All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish.

PART 13 - DELIVERY AND ERECTION

13.1 DELIVERY

- A. Delivery shall be made via truck to a location nearest the site which is accessible to normal over-the-road equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival. If the erection Contractor needs special delivery or delivery is restricted, he shall notify the Bridge Manufacturer prior to bid date. This includes site issues which may prevent over-the-road equipment from accessing the site. Steerable dollies are not used in the cost provided by the Bridge Manufacturer. Determining the length of bridge section which can be delivered is the responsibility of the Contractor and shall be communicated to the Bridge Manufacturer prior to the bid date.

13.2 INSTALLATION & LIFTING PROCEDURES

- A. The Bridge Manufacturer will provide standard typical written procedures for lifting and splicing the bridge. All actual methods, equipment and sequence of erection used are the responsibility of the Contractor. Each module shall be lifted from the lifting lugs provided. Attach rigging to lifting lugs with adequately sized rigging hardware. Rigging materials and methods are the responsibility of the Installer. Capacity of the lifting lug is 24,000 pounds at a 45-degree lift angle.

13.3 LOOSE ITEMS

- A. Post and Rails may be shipped loose for field installation as shown on plans. (If wood or steel curb and scupper rail is chosen in rail section, this can be removed)
- B. Bearing Plate will be shipped loose for filed welding to the bottom flange of the stringers.
- C. Field welding shall be performed by others, using an AWS Certified Welder.

PART 14 - WARRANTY

- A. The Bridge Manufacturer shall warrant, at the time of delivery, that it has conveyed good title to its steel structure, free of liens and encumbrances created by the Bridge Manufacturer, and that its steel structure is free of defects in design, material and workmanship. This warranty shall be valid for a period of one (1) year from the earlier date of delivery or 60 days after final fabrication is complete. Durable tropical hardwood decking and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay. This warranty shall specifically exclude all softwood and decking material such as Treated Southern Yellow Pine, Douglas Fir and Wood thermoplastic composite lumber (e.g. Trex). Paint, galvanizing and other special coatings, if warranted, shall be warranted by the coating manufacturer in accordance with their warranty provisions and are not covered under the Bridge Manufacturer's warranty.
- B. This warranty shall not cover defects in the steel structure caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration, or any other cause not expressly warranted. This warranty shall not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied that show compliance with the minimum guidelines specified in the in the Bridge Manufacturer's inspection and maintenance procedures.
- C. Repair, replacement, or adjustment, in Bridge Manufacturer's sole discretion, shall be the exclusive remedy for any defects under this warranty. This warranty shall exclude liability for any indirect, consequential, or incidental damages.



MEMO

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: FIRST AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS AND RECIPROCAL
ACCESS EASEMENT AGREEMENT
(MARATHON REALTY & TOWN OF ABINGDON)

**PUBLICATION
DATE:** JUNE 6, 2023

**MEETING
DATE:** JUNE 22, 2023

LOCATION: COUNCIL CHAMBERS, TOWN HALL
133 WEST MAIN STREET, ABINGDON, VA

Marathon Realty is requesting an amendment to the Declaration of Restrictive Covenants and Reciprocal Access Easement Agreement.

An original agreement was made between Marathon Realty and the Town of Abingdon in 2020 regarding the property developed by Marathon Realty and the Meadows Sports Complex developed by the Town. This was in the form of covenants. Therefore if / when the parties wish to amend these agreements from time to time the sitting Town Council should review the changes.

Marathon Realty is first requesting that the limitation on sales for items related to equipment and tools be modified to allow for specific entities to purchase parcels and operate. These entities identified, do tend to have outdoor storage and sales lots. However, unlike a car or mobile home dealership they are of a much smaller magnitude. This modification is requested for paragraph 1 of Exhibit F-1.

Marathon Realty is secondly requesting that there be a modification to paragraph 2 of Exhibit F-1 that distinguishes "tire / oil change" facilities to be different from "service garages with major repair".

The Covenants already require Planning Commission approval for projects within the land owned by both Marathon Realty and the Town of Abingdon. Because of that, there is an additional layer

of protection futures uses will be required to abide by through the site plan and design review process found in the Town of Abingdon Zoning Ordinance.

VI. Use and Development of Development

6.3 Certificate of Appropriateness. Before physical development of each Tract, the Owner of said Tract shall apply for and receive a Certificate of Appropriateness ("COA") from the Town of Abingdon Planning Commission and/or the Town of Abingdon Town Council.

Staff is requesting the Town Council make a motion on the language proposed for the “new” Exhibit F-1 and if recommending approval, allow for the Town Manager to sign the amendment document.

EST 170000379

Exempted from recordation taxes
and fees under Sections 58.1-
811(A)(3), 58.1-811(C)(5), 58.1-
3315, 25.1-418, 42.1-70, 17.1-266
and 17.1-279(E)

4

This instrument prepared by:

Marathon Realty Corp
One Food City Circle
Abingdon, Virginia 24210

DECLARATION OF RESTRICTIVE COVENANTS AND RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Declaration") is entered into as of the 20th day of January, 2017 (the "Effective Date"), by and between MARATHON REALTY CORP, a Virginia corporation ("MARATHON") and THE TOWN OF ABINGDON, VIRGINIA, a Virginia municipality ("TOWN").

I. Recitals

1.1 MARATHON is the owner of a parcel of real property situated in Abingdon, Virginia as depicted on the final approved site plan attached hereto as Exhibit A (the "Site Plan"), such parcel of land being more particularly described on Exhibit B attached hereto (the "Marathon Land").

1.2 TOWN is the owner of a parcel of real property located adjacent to or near the Marathon Land, more particularly described on Exhibit C attached hereto, and depicted as the "Town Land" on the Site Plan.

1.3 The development shall be comprised of the Marathon Land (excluding each of the Outparcels as defined below), each Outparcel, and the Town Land (each, a "Tract") (collectively the "Development") and, in connection with the foregoing, the Development shall be subjected to the easements, covenants and restrictions as hereinafter set forth.

1.4 MARATHON and TOWN, and any subsequent Outparcel owner are referred to collectively as the "Parties" hereunder, and are each referred to herein as an "Owner". "Owner" shall also mean that owner of any Tract or part of a Tract.

1.5 "Outparcel(s)" shall be those separate lots currently owned by MARATHON located within and to be developed within the Marathon Land as shown on the Site Plan; provided, however, that any property line of any given Outparcel located on the Marathon Land may be relocated in the sole discretion of MARATHON, subject only to any applicable state and local laws and ordinances.

1.6 MARATHON will construct (i) stormwater detention ponds in the approximate locations as shown on the Site Plan on the Marathon Land and the Town Land in size sufficient to contain all stormwater of the Development as such may be required by duly designated governmental or quasi-governmental agencies (the "Detention"), (ii) a Development multi-tenant sign located on a recorded easement adjacent to TOWN controlled right of way in the approximate location as shown on the Site Plan (the "Multi-Tenant Sign") and (iii) the Development access drives (further

identified in Exhibits A, B, & C as Cook Street and Robertson Street) as shown on the Site Plan (collectively, the "Access Drives").

NOW, THEREFORE, for and in consideration of the premises and the easements and covenants contained herein, the sufficiency of which is hereby acknowledged, Parties do hereby declare and agree as follows:

II. Grant of Reciprocal Easements

2.1 The Parties each hereby grant to each other and retain for themselves a permanent, non-exclusive easement for vehicular and pedestrian access within the Access Drives. TOWN hereby grants to MARATHON a permanent easement across the designated right of way to install and maintain the Multi-Tenant Sign. Additionally, the Parties each hereby grant to each other and retain for themselves a permanent, non-exclusive easement for drainage and detention with respect to facilities and improvements to be located within the Development, and for MARATHON's initial construction and the TOWN's ongoing maintenance of same.

2.2 The Parties each hereby grant to each subsequent owner of each Outparcel and retain for themselves (i) a permanent, non-exclusive easement for vehicular parking within the parking spaces located from time to time in the Common Areas, and (ii) the right to use all of the Common Areas in common with all other tenants and occupants of the Marathon Land, and Town Land and their respective employees, contractors, assigns, customers, invitees and deliverymen. As used in this Declaration, "Common Areas" means all of the following: parking areas, aisles, driveways (excluding drive through lanes used exclusively by an occupant), entrances, exits, walkways, sidewalks, roadways, loading areas (other than loading docks and adjacent areas used exclusively by an occupant) service roads, lighting facilities (if used to illuminate the Common Areas), surface drainage facilities, traffic control signs and fences. Anything herein to the contrary notwithstanding, the Town and Marathon shall have the right, by mutual written agreement, to alter in any way whatsoever, including without limitation the size and location of, any of the Common Areas located on land owned by either of them without the consent of the Owners of the Outparcels. Such right shall not apply to any Common Area located on an Outparcel unless such Outparcel is owned by Marathon at the time.

2.3 Easement rights, as outlined in this Section II above, shall inure to the benefit of each Owner and their respective employees, contractors, assigns, customers, invitees and deliverymen. No Owner shall change or permit a change to the Access Drives, Multi-Tenant Sign and/or Detention without the other Owner's written consent, unless such change is expressly permitted under this Declaration. However, it is understood and agreed that the each Owner shall have the right to establish for its own Tract such reasonable rules and regulations, as may be necessary from time to time to be imposed upon all those who may use the Common Areas of an Owner's property to promote the safe and organized use of that Owner's Common Areas, provided same shall not diminish the nonexclusive easement rights granted to the other Owners hereunder.

III. Construction and Maintenance

3.1 Construction/Installation of the Detention, Access Drives and Multi-Tenant Sign. MARATHON shall per a separate agreement with the TOWN, grade/construct/install the (i) Detention, (ii) Multi-Tenant Sign, and (iii) Access Drives, in good working order as required by applicable laws, codes and ordinances.

3.2 Detention Maintenance. The Parties shall maintain the Detention in good working order as required by applicable laws, codes and ordinances and as set forth on page 2, pg. 4, Exhibit B of the Covenants Of Agreement For Permanent Maintenance and Best Management Practices Of Stormwater Management Facilities (by and between Marathon and Town) and recorded in Plat Book 74, Page 87-88

3.3 Maintenance of Development.

(A) The Owner of the Marathon Land (excluding the Outparcels), and each owner of an Outparcel shall keep and maintain (or cause to be kept and maintained) all improvements located thereupon in good condition and repair in a manner consistent with first class developments of similar size and nature located in Abingdon, VA and all Common Areas located on each of their Tract(s). Prior to development, the Owner of the Marathon Land and each Owner of an Outparcel shall keep and maintain (or cause to be kept and maintained) all unimproved portions of such property in a well-kept and neat condition including without limitation, keeping the grass cut, shrubbery trimmed, and trash and litter removed.

(B) The Owner of the Town Land shall keep and maintain (or cause to be kept and maintained), the undeveloped portions of the Town Land in a well-kept neat condition, and once any part of the Town Land is put into service, the Owner of the Town Land shall keep and maintain (or cause to be kept and maintained) all improvements located thereupon in good condition and repair in a manner consistent with first class developments of a similar size and nature located in Abingdon, VA.

(C) It being the intention of the Parties that once any given Tract is developed, such maintenance shall include, without limitation, repairing and replacing paving; keeping such all areas properly drained, free of snow, ice, water, rubbish and other obstructions, and in neat, clean, orderly and sanitary condition; keeping all areas suitably lighted; providing reasonable security lighting for the areas; maintaining signs, markers, painted lines and other means and methods of pedestrian and vehicular traffic control; maintaining adequate roadways, entrances and exits; and maintaining any plantings and landscaped areas.

3.4 Maintenance of Access Drives.

Upon acceptance of completed Access Drives into the TOWN right of way system, the TOWN shall, at its sole cost and expense, maintain the Access Drives in good condition and repair in a manner consistent with all other public rights of way located in the TOWN and as required by applicable laws, codes and ordinances.

3.5 Compliance with Laws. Each Owner shall keep and maintain (or cause to be maintained) its Tract and all parts thereof in full compliance with all applicable laws, ordinances and regulations of all federal, state, county and municipal authorities, including Title III of the Americans With Disabilities Act of 1990, as amended, any regulations promulgated thereunder and any similar state or local laws or regulations. Additionally, Parties and each Owner of an Outparcel shall comply with (or cause to be complied with) any environmental law then in effect and the environmental state, condition and quality of its Tract.

IV. Signs

4.1 Multi-Tenant Sign. The Owner of the MARATHON Land shall construct the Multi-Tenant Sign, the approximate design of which is shown on Exhibit D, and shall determine which tenants or occupants of the Development may install sign panels upon the Multi-Tenant Sign. Utilities for and maintenance and repair costs of Multi-Tenant Sign expended by the Owner of the MARATHON Land shall be reimbursed to the Owner of MARATHON Land by the Owners of other Tracts, and shall be based upon the other Tracts' pro rata share of the total amount of sign panel area displayed on the Multi-Tenant Sign.

4.2 Comprehensive Sign Plan. All monument and wall signs within the Development and on each Tract shall be governed by and conform to the Comprehensive Sign Plan attached as Exhibit E.

V. Insurance

5.1 Insurance. The Owner of each Tract shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages set forth below:

(a) General liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring from events in and on any given Tract. For Tracts over five (5) acres, coverage limits are required of at least Two Million Dollars (\$2,000,000.00) combined single limits for bodily injury and property damage per occurrence and an aggregate limit for such insurance in the amount of Five Million Dollars (\$5,000,000.00). For Tracts under five (5) acres, coverage limits are required of at least One Million Dollars (\$1,000,000.00) combined single limits for bodily injury and property damage per occurrence and an aggregate limit for such insurance in the amount of Three Million

Dollars (\$3,000,000.00). Any umbrella policy may be used to achieve such limits.

(b) Special form property insurance with a special form cause of loss endorsement issued by one or more insurance carriers covering any given Tract to the extent of their full replacement value exclusive of foundation and excavation costs; and

(c) At the request of either Party, but no more frequently than once every three (3) years commencing on the date of this Declaration, Marathon and Town shall enter into discussions concerning whether an increase in the insurance coverage limits set forth above is advisable and shall seek advice regarding appropriate coverage limits from legal counsel and their respective insurers. In the event the Parties cannot reach a mutually acceptable agreement on the coverage limits, the Parties shall submit the question to an independent panel of three individuals (who are not employees of either Party). Each Party shall choose one individual member of the panel and those two members shall choose the third member. Each panel member shall either be an attorney licensed to practice law in Virginia or an insurance agent licensed to sell insurance in Virginia. The decision of the panel as to the amount of required coverage to be maintained by the Parties under this Declaration shall be binding on both Parties.

5.2 Indemnity. Each Owner of a Tract, with the exception of the Town (each an "Indemnifying Owner") shall protect, indemnify and save other Owners (each an "Indemnified Owner") harmless from and against any and all liability and expense of any kind including reasonable attorneys' fees, arising from injuries or damages to person or property in, on or about the Development arising out of or resulting in any way from any act or negligence of the Indemnifying Owner, its tenants, agents, servants, and employees, in the use of the Development. Each Indemnifying Owner agrees to save each Indemnified Owner harmless from, and indemnify each Indemnified Owner against any and all injury, loss or damage of whatever nature, to any person or property occurring within the Development and caused by or resulting from any act or negligence of the Indemnifying Owner or their respective employee, contractor, agent or servant. It is a condition of this save-harmless and indemnification that each Indemnifying Owner shall receive reasonably prompt notice from the Indemnified Owner of any claim against an Indemnified Owner.

5.3 Reconstruction.

A. Casualty. In the event any of the buildings or improvements (collectively, the "Buildings") or the Common Areas in the Development are damaged by fire or other casualty (whether insured or not), the owner upon whose Tract such Building or Common Areas are located shall, subject to governmental requirements and/or insurance adjustment delays, immediately remove the debris resulting from such casualty and provide a sightly barrier, and within a reasonable time thereafter shall repair or restore the Common Areas, and either (i) repair or restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this Declaration, or (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this Declaration, or (iii) demolish the damaged portion and/or the balance of such Building and restore the cleared

area to either a hard surface condition or a landscaped condition. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one (1) of such alternatives. Such Owner shall give notice to each other Owner within ninety (90) days from the date of such casualty of which alternative such Owner elects, and shall commence the alternative elected within such 90-day period and diligently pursue the same to completion.

B. Eminent Domain. In the event the whole or any part of the Development shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the Common Areas of the Tract as nearly as possible to the condition existing prior to the Taking to the extent necessary to avoid interference with the remaining Common Areas of the Development without contribution from any other Owner, and repair or raze any affected buildings, and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose.

VI. Use and Development of Development

6.1 Uses. The development, use and operation of the Development shall not restrict the permitted uses set forth in the B2 Zoning district of the Town of Abingdon, VA except for those uses detailed in Exhibit F attached hereto.

6.2 Minimum Design Requirements. A minimum of fifty percent (50%) of 1st floor front and side exterior building elevations, excluding glass, that are visible from the public right of way shall be comprised from the following materials: natural clay brick; and/or natural quarried stone products. Secondary façade materials, which may be used up to forty percent (40%) on exterior building walls include: hard coat stucco, concrete materials (not limited to architectural split face block, tilt up concrete, or precast concrete); synthetic stucco (EIFS); fiber cement siding; and/or other materials as approved by the Abingdon, VA Planning Department, or their designee. Painted smooth faced concrete block, wood, architectural metal, and/or other materials differing from those used as primary and secondary materials may be utilized, in an amount not to exceed ten percent (10%).

6.3 Certificate of Appropriateness. Before physical development of each Tract, the Owner of said Tract shall apply for and receive a Certificate of Appropriateness ("COA") from the Town of Abingdon Planning Commission and/or the Town of Abingdon Town Council.



VII. General Provisions

7.1 No Dedication. Except for Access Drives and Detention otherwise described herein, nothing in this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Development other than the easements, covenants and restrictions specifically set forth herein. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever. There are no third party beneficiaries to this Declaration other than the Parties.

7.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Declaration by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the Party to whom notice is given, (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified, (c) if delivered by a nationally recognized overnight courier, the date when actually delivered (or refused by the addressee). Any Party may change its address for notices (or may provide an address for notices for any transferee of a Tract or a portion thereof) by giving five (5) days' advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses for notices hereunder are as follows:

If to MARATHON:

MARATHON REALTY CORP
Attention: Louis A. Scudere
1 Food City Circle
Abingdon, Virginia 24210

With a copy to

K-VA-T Food Stores, Inc.
Attention: Legal Department
1 Food City Circle
Abingdon, Virginia 24210

If to TOWN:

TOWN OF ABINGDON, VA
Attn: Town Manager
133 West Main Street
Abingdon, VA 24210

With a copy to
TOWN OF ABINGDON, VA
Attn: Town Attorney
133 West Main Street
Abingdon, VA 24210

7.3 Breach. In the event of a breach or threatened breach of this Declaration, only the Parties shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The non-prevailing party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed. Prior to filing any legal action for breach or threatened breach of this Declaration, the Parties involved shall enter into non-binding mediation in an attempt to resolve the matter. If such mediation does not resolve the matter within 90 ninety days from the date Party demands mediation as provided for herein, such Party shall have the right to institute legal proceedings as provided for herein.

In addition to all other remedies available at law or in equity, upon the failure of an Owner to maintain and/or repair its portion of its Tract or any other maintenance and repair obligation as required herein, within thirty (30) days (unless such maintenance or repair cannot be fully completed with such thirty (30) day period, provided that the defaulting party shall have commenced to cure within thirty (30) days of receipt of such notice, and diligently pursues completion thereof) following written notice thereof, the non-defaulting party shall have the right to perform such maintenance and/or repair of items on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable, out of pocket costs actually incurred in connection therewith. Such non-defaulting party will have the right to pursue all remedies available at law or in equity, including pursuit of an order issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions of this Declaration. Such non-defaulting party may employ attorneys to pursue its legal rights hereunder, and, if it prevails before any court or agency of competent jurisdiction, the defaulting party will be obligated to pay all expenses incurred by such non-defaulting party in enforcing this Declaration, including reasonable attorneys' fees. Any such unpaid amounts not paid within ten (10) days of receipt of the written invoice from the non-defaulting party and the costs of collection (if any), shall be charged as a continuing lien against the defaulting party's Tract and such unpaid amounts shall accrue interest at the Agreed Rate until paid. As used herein, the term "Agreed Rate" shall mean the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then published in the *Wall Street Journal*. The lien provided in this Declaration shall be subordinated to the lien of any bona fide security interest or device (including, but not limited to, any mortgage, deed of trust or sale and leaseback arrangement) obtained by any defaulting party for the purposes of the acquisition or improvement of such Owner's Tract (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable prior to a sale or transfer of such land

pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the defaulting party's Tract from the lien for any amounts thereafter becoming due.

7.4 Entire Declaration. This Declaration constitutes the entire agreement between the parties hereto in regard to the matters described herein. The parties do not rely upon any statement, promise or representation not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7.5 Severability. If any provision of this Declaration shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

7.6 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. Notwithstanding anything to the contrary in this Declaration, upon an Owner's sale of all of its interests in property composing a part of the Development, such Owner shall be released from all unaccrued liabilities and other obligations arising under this Declaration from and after the effective date of such sale. Subject to the other provisions hereto, this Declaration shall bind and inure to the benefit of the parties hereto, their respective successors, assigns, heirs, representatives, mortgagees, employees, agents, customers, licensees, invitees and lessees (including, without limitation, the sublessees, employees, customers, agents and invitees of such lessees).

7.7 Number and Gender. The singular number includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.


7.8 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Development by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

7.9 Counterparts; Multiple Originals. This Declaration may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.10 Modification and Cancellation. This Declaration (including exhibits) may be modified or terminated or cancelled only by written agreement signed by the Owner of the Marathon Land (excluding the Outparcels) and the Owner of the Town Land or their respective successors and assigns, as long as they have any interest as an Owner in same.

EXECUTED as of the date first set forth above.

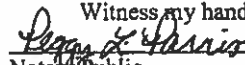
MARATHON REALTY CORP
A Virginia Corporation

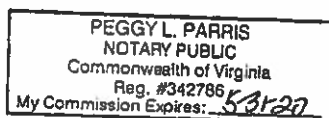
By: 
Name: Louis A. Scudere
Title: President

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON

Before me, Louis A. Scudere of the state and county mentioned, personally appeared Louis A. Scudere, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President of MARATHON REALTY CORP, the within named bargainor, a Virginia Corporation, and as said President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President.

Witness my hand and seal, this 20th day of January, 2017.

Notary Public
My Commission Expires: May 31, 2020
Registration No.: 342786



(Remainder of page intentionally left blank)

TOWN OF ABINGDON, VA
a Virginia municipality

By:


Gregory W. Kelly

Title: Town Manager

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON

Before me, Kimberly S. Kingsley of the Commonwealth and county mentioned, personally appeared Gregory W. Kelly, Town Manager, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Gregory W. Kelly, Town Manager for the Town of Abingdon, Virginia, a municipality, and that such Gregory W. Kelly as such Town Manager, executed the foregoing instrument for the purpose therein contained, by personally signing on behalf of the municipality.

Witness my hand and seal, this 10th day of January, 2017.


Notary Public

My Commission Expires: 8-31-2020

Registration No.: 186904



EXHIBIT A

Site Plan

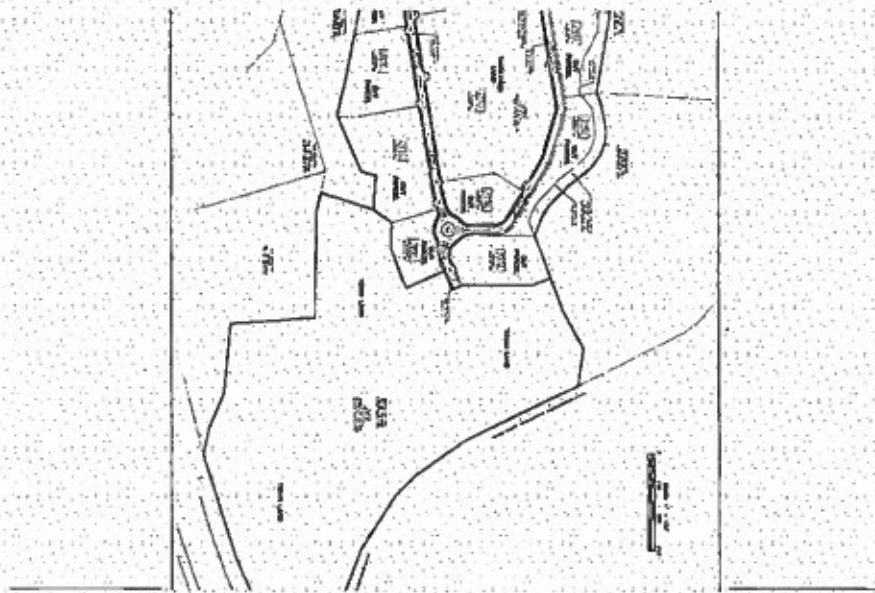


EXHIBIT C

17

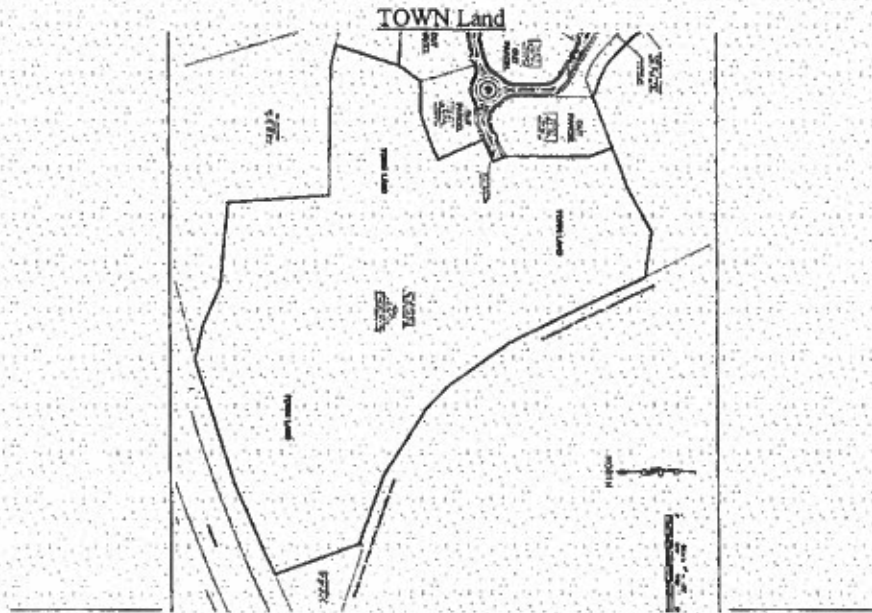


EXHIBIT D

Multi-Tenant Sign Elevations

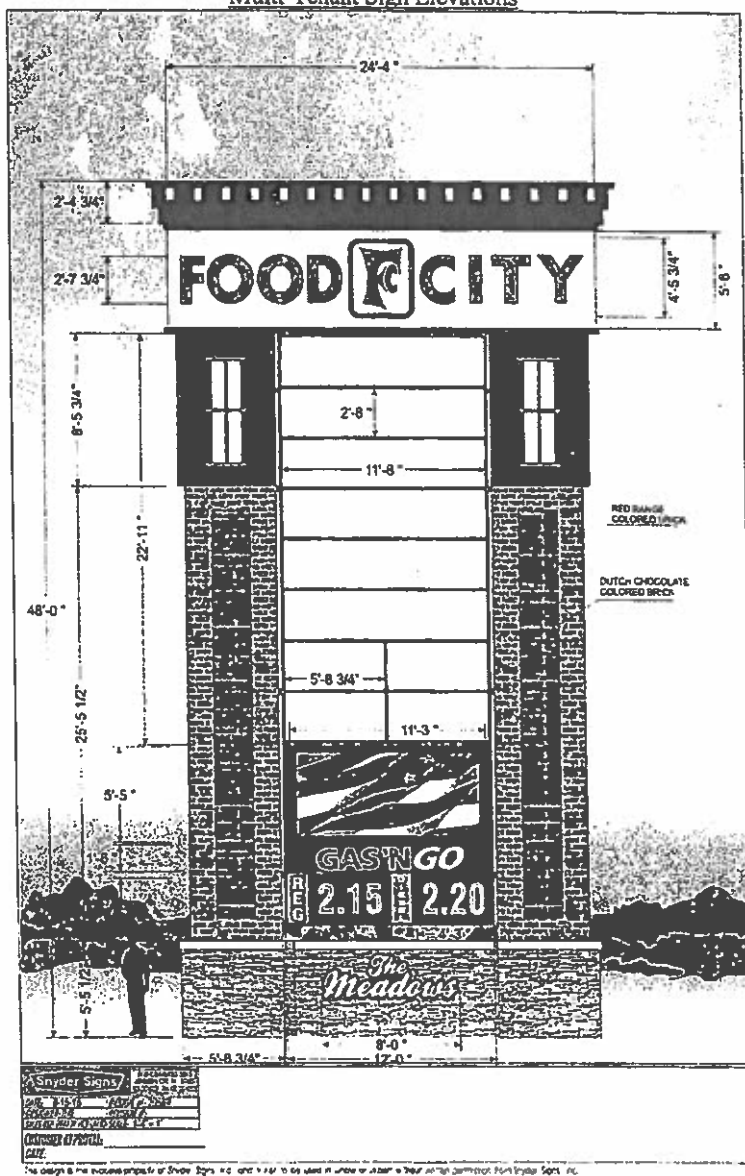
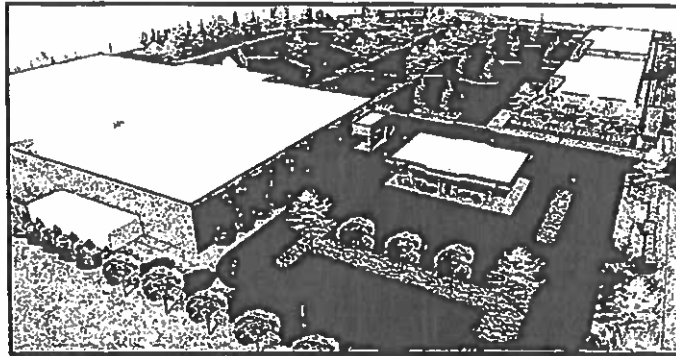


EXHIBIT E

19

Comprehensive Sign Plan



COMPREHENSIVE SIGNAGE PLAN
THE MEADOWS COMMERCIAL DEVELOPMENT

Town of Abingdon, VA
September 2016

Comprehensive Sign Plan – The Meadows Commercial Development
Town of Abingdon, VA

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Comprehensive Signage Plan – The Meadows Commercial Development Town of Abingdon, VA

SECTION 1. OVERVIEW

A. Purpose:

The purpose of the Comprehensive Signage Plan ("CSP") for The Meadows Commercial Development (the "Development") shall be to:

- Establish and govern the design parameters, size and criteria for all sign types and locations within the Development as well as for the signage component of an overall Certificate of Appropriateness (the "COA") application for any Parcel;
- Identify and maintain exceptions from the Town of Abingdon (the "Town") Sign Ordinance for the underlying zoning (B2);
- Promote the general health, safety, and welfare, including the creation of an attractive and harmonious environment;
- Protect the public investment in the creation, maintenance, safety, and appearance of its streets and other public areas;
- Improve pedestrian and vehicular safety by avoiding saturation and confusion in the fields of vision that could otherwise result if signs were not regulated;
- Protect and enhance the Town's attractiveness to residents, tourists, and other visitors as sources of economic development;
- Create a signage criteria that is harmonious with the intent and requirements of the Historic District Entrance Corridor Overlay District.

B. General Criteria:

The required signage as described in the CSP plays an important role both as Tenant/Owner identification and as an external graphic element of the building, store, and overall Development aesthetic.

- **Design Intent** -The signs and storefronts are expected to take maximum advantage of company logos, specifically letter styles, quality materials, graphic flourishes, and high impact graphics.

Primary signs ("Primary") refer to the Tenant's sign at the entry (e.g. on the wall, sign band, storefront, awning, canopy, etc.). Secondary ("Secondary") signs refer to signs that mark the rear or side elevation condition where the Tenant/Owner seeks higher visibility from public rights of way.

- **Contents of a Sign** - The advertising of informative content of all signs shall be limited to letters and/or logos designating the store name, type/use of store, and brand image.

C. Limitations of the Development:

The Development consists of +/- 30 acres with +/- 85,000 square feet of anchor and retail space and up to nine (9) additional outparcel uses (collectively the "Parcels"). The Development site plan is attached as Exhibit A.

D. Type of Permitted Signs within Development:

The following types of signs are allowed with the guidelines of the CSP:

- Wall Signs (internally/externally illuminated, channel letters or similar application)
- Monument Signs
- Pylon Signs

In addition, the following types of signs are allowed in the Development within the restrictions set forth in this CSP:

- Window or minor wall signs
- Sidewalk signs
- Wayfinding / Service signs
- Temporary signs
- Electronic Messaging Signs
- Signs of Public Safety/Interest

E. Total Number of Allowable Signs:

Total numbers of signs will be dependent on the existing retail tenant mix and outparcel configuration. This CSP shall designate and govern the signage type, size, and allotment for each Development use.

SECTION 2. PERMITTED SIGN SPECIFICATIONS & APPROVAL PROCESSES

A. Wall Signs:

Wall signs include any signage on structures and/or buildings whether leased or owned.

1. Primary (Front Elevation) - Each Tenant/Owner shall be permitted one or more signs. Up to Two (2) square feet of wall sign area shall be allowed for each horizontal linear foot of exterior wall length. If an exterior wall length is less than twenty (20) feet, the maximum allowable sign area on that wall shall be forty (40) square feet.
2. Secondary (Rear & Side Elevations) - Each Tenant/Owner shall be permitted one sign. Up to One (1) square feet of wall sign area shall be allowed for each horizontal linear foot of exterior wall length. If an exterior wall length is less than twenty (20) feet, the maximum allowable sign area on that wall shall be twenty (20) square feet.

All wall signs shall be channel letters, or a similar application. The use of LED lighting is encouraged.

For purposes of this CSP and wall sign applications, the following definitions apply:

- *Wall length* – The measurement of the leasable or owned space for which a sign is submitted (if a multi-tenant building), not the aggregate of the total building. For a single tenant building, wall length shall be measured as the total length of the building.
- *Rear of building* – The elevation of the building that is opposite of the main entrance point to the structure/space. The rear of the building shall be interpreted consistently for all tenants in multi-tenant buildings.

B. Approval of Wall Signs:

The character, design, color, layout and placement of all signs shall be subject to Marathon Realty Corp. (the "Developer") and the Town's prior approval and shall be in accordance with the criteria set out in this CSP.

Any signage type of application not mentioned in these guidelines may be addressed/requested by any Tenant/Owner for consideration by the Developer and the Town, but must be specifically approved in writing by the Developer and the Town in order to proceed with installation.

All necessary permits required for sign installation shall be obtained by Tenant/Owner or by their respective sign contractor.

Prior to the installation of any sign, Tenant/Owner shall submit one (1) set of shop drawings to the Developer and Town for approval. These drawings are to be to scale, showing an elevation of the building with a sign, a front elevation of the sign and a section through the sign, dimensioned (noting square footage totals) to show overall length, height and letter depth along with a distance from end letters to store demising lines. In addition, said drawings shall specify all details of sign construction, including materials, thicknesses, colors, wiring, tubing, transformer specifications, and mounting details. Drawings shall be submitted to following Developer and Town contact:

To Developer:
 1 Food City Circle
 Abingdon, VA 24210
 Attention: Marathon Realty Corp. / Stephen D. Spangler

To Town:
 133 West Main Street
 Abingdon, VA 24210
 Attention: Town of Abingdon Planning Department / Matthew Johnson, Director

No signs shall be installed without both the written approval of the Developer and the Town Planning Department.

Once a business has vacated a space and has no plans to continue operations in the future, all wall signage is required to be removed within ninety (90) days or per the operable lease agreement.

C. Monument Signs:

All freestanding signs located on the Parcels shall be limited to monument signs (the "Monument") at the approximate locations shown on the Site Plan and the design options/examples (including materials, Monument cap, column, accent, and base design specification) of the signage as shown on Exhibit B.

Each Parcel over five (5) acres in total area shall be allowed three (3) monuments on said Parcel with each not exceeding fifteen (15) feet in height and ten (10) feet in width. Monuments may be relocated by Owner with Developer's and Town's prior written approval.

Each Parcel under five (5) acres in total area shall be allowed one (1) monument on said Parcel which shall not exceed ten (10) feet in height and eight (8) feet in width. Monuments may be relocated by Owner with Developer's and Town's prior written approval.

All monument signs may be double faced to aid in visibility from either traffic direction and may incorporate an electronic message board so long as it does not equate to more than fifty percent (50%) of the total signage cabinet square footage. Monuments may be single tenant or multi-tenant in nature.

Appropriate landscaping will be required around any Monument, which will be reviewed and approved by the Town Planning Commission as part of an Owner/Parcel's COA process.

D. Approval of Monument Signs:

All necessary permits required for sign installation shall be obtained by Tenant/Owner or by their respective sign contractor.

Prior to the installation of any Monument, Tenant/Owner shall submit one (1) set of shop drawings to the Developer and Town for approval. These drawings are to be to scale, showing the Monument elevation and a section through the sign, dimensioned (noting height, width, and square footage totals) as well as location on the Parcel site plan. In addition, said drawings shall specify all details of sign construction, including materials, thicknesses, colors, wiring, tubing, transformer specifications, and mounting details. Drawings shall be submitted to the Developer and Town contacts noted above.

No Monument shall be installed without both the written approval of the Developer and the Town Planning Department.

E. Pylon Sign:

The Developer shall construct the pylon sign (the "Pylon"), the approximate design and features (including an electronic message board) of which are shown on Exhibit C, and the approximate location shown on Exhibit D. The Developer shall determine which Tenant/Owners of the Development may install sign panels on the Pylon.

F. Approval of Pylon Sign:

Prior to the installation of the Pylon, the Developer shall submit one (1) set of shop drawings to the Town for final approval and adherence to formal approvals of the Town Planning Commission and Town Council. These drawings are to be to scale, showing the Pylon elevation and a section through the sign, dimensioned (noting height, width, and square footage totals and of each component) as well as location on the Development site plan. In addition, said drawings shall specify all details of sign construction, including materials, thicknesses, colors, wiring, tubing, transformer specifications, and mounting details.

SECTION 3. ADDITIONAL ALLOWABLE SIGNAGE

The following are requirements for allowable Tenant/Owner ancillary signage on each Parcel:

A. Window & Minor Wall Signs:

- Window signage are meant to establish or enhance a Tenant/Owner's identity. Window signs shall not be considered as temporary signage that advertise sales, promotion, etc.
- Identity signage may be painted, etched, graphic, or gold leafed directly on the inside face of glass storefronts.
- Minor wall signs may be applied directly to the storefront in the form of painted wood or finished or enameled metal panels with painted, carved, cut-out or applied dimensional letters.

B. Sidewalk Signs:

- Sidewalk signs (or sandwich boards) can be used to enhance a Tenant/Owner's identity, but should not be considered as temporary signage. Restaurant menu boards are the best example of the appropriate use of sidewalk signs.
- Signs may not interfere with pedestrian traffic.
- Only one sidewalk sign per storefront is permitted.
- Sidewalk signs shall be well constructed and sturdy
- Sidewalk signs shall be taken in at the close of business.

C. Wayfinding / Service Signs:

- Quality and well-conceived wayfinding signs can be utilized by any Parcel owner or the Developer in general to aid in consumer ingress, egress, utilization, and navigation of said Parcel/Development.

- Service signs can be incorporated within a Parcel site design to designate certain uses (i.e. ATM, drive-thru, etc.) to aid in consumer ingress, egress, utilization, and navigation of said Parcel.

D. Temporary Signs:

- Two types of temporary signs are permitted:

Type 1: Signs placed during construction or renovation that replace the existing Tenant/Owner signs. These signs can only be displayed during an active construction project and must be removed once a certificate of occupancy has been issued.

Type 2: A new or relocated Tenant/Owner can place a temporary sign while a permanent sign is being designed, permitted, or constructed. These signs can be displayed for no longer than a maximum of two (2) months from when a certificate of occupancy has been issued for the space.

Only one Type 1 or Type 2 temporary sign (total) per space is allowed at any time.

Town Code governs all other temporary signs.

E. Electronic Messaging Signs:

- Electronic Messaging Signs can be incorporated within a Monument or the Pylon so long as they adhere to the restrictions set forth in this CSP.
- Electronic Messaging Signs shall be governed per Section 21-14-1 (Items C, D, & E) of the Town Code.

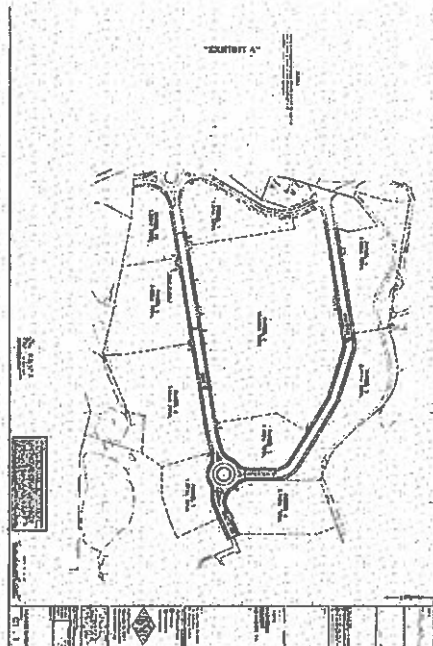
F. Signs of Public Safety/Interest:

- Any sign requested and/or required by the Town, the Town's emergency service departments, the Virginia Department of Transportation, or the Developer for interests of public safety or navigation/utilization of the Development will be permitted. Any signage falling under this category must be submitted to the Developer and Town for review/comment before fabrication and installation.

SECTION 4. MISCELLANEOUS

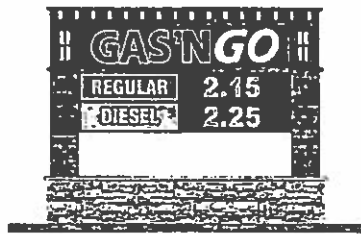
A. Variance and/or Modification Requests:

The Developer and the Town reserve the right to approve signage for any Parcel outside of the requirements set forth in this CSP, so long as they represent the best interests of the Development. Any variance or modification request must be approved in writing by both the Developer, the Town Planning Staff, and/or Town Planning Commission before any qualifying signage can be installed.

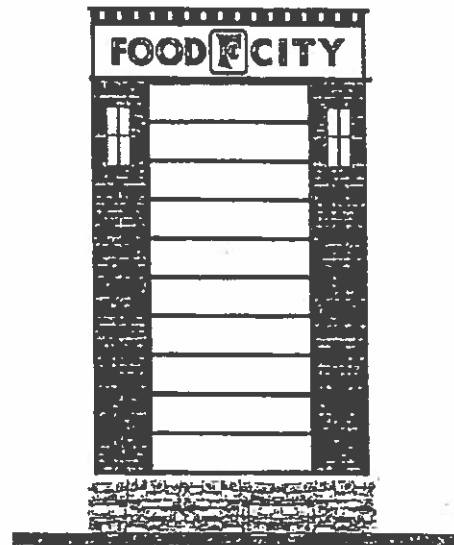


"EXHIBIT B"

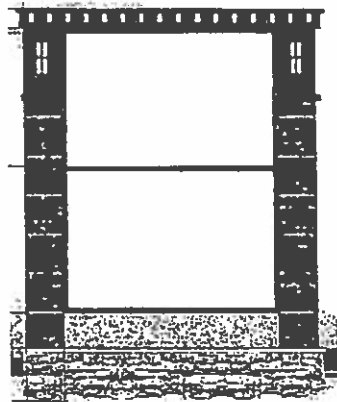
MONUMENT EXAMPLE #1



MONUMENT EXAMPLE #2



MONUMENT EXAMPLE #3



APPROVED MATERIALS

- Natural Clay Brick
- Natural Stone Product
- Metal Accents
- Stucco/EIFS Accents
- Lighting Accents

"EXHIBIT C"

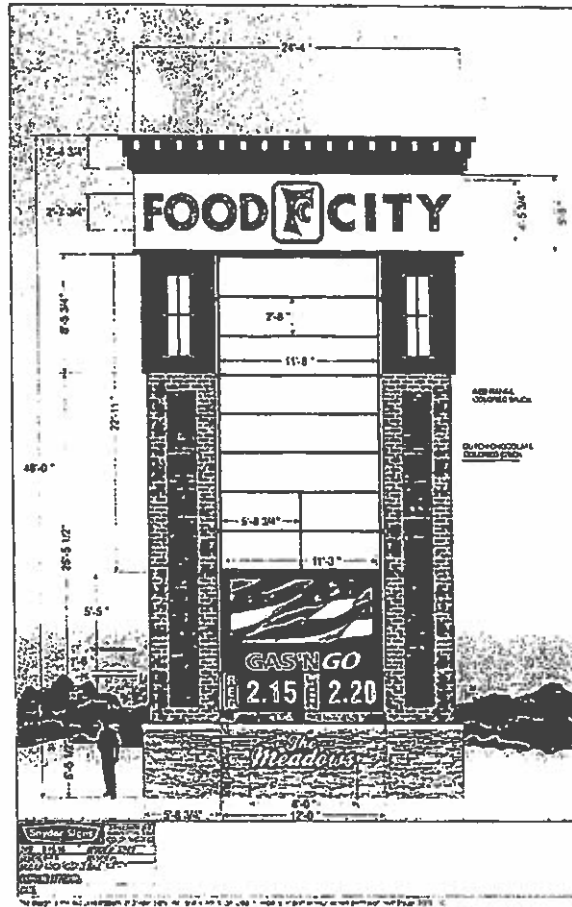


EXHIBIT FDevelopment Restrictions

(A) Uses. The following uses are restricted from the Development and are not permitted therein:

1. Mobile home sales, automobile sales, boat sales, motorcycle sales, and all other motorized, trailered and/or jet propelled vehicle sales;
2. Vehicle sales and/or service garages (including, without limitation, autos, motorcycles, boats, watercraft, trailers, trucks, recreational vehicles, and all other motorized, trailered and/or jet propelled vehicles sales, etc.) with major repair, whether under cover or otherwise.
3. Farm machinery sales and services;
4. Outdoor Amusement facilities, miniature golf, driving ranges;
5. Bowling alleys, billiard parlor, video game rooms, skating rinks;
6. Undertaking establishments and funeral homes;
7. Newspaper offices and printing presses;
8. Pawn shop;
9. Head shop or selling legal marijuana;
10. Substance abuse center;
11. Flea market;
12. Tattoo parlor or body piercing establishment;
13. Adult entertainment club;
14. Adult book store and adult video store;
15. Night club;
16. Massage parlor, except that therapeutic massage services shall be allowed;

17. Place of betting, gambling, bingo, or other gaming, except that the ancillary sale of lottery tickets shall be permitted within a store;
18. Animal facility other than in conjunction with a pet store, grooming facility, or veterinary office or clinic (provided same only has inside and short-term overnight stay facilities);
19. Manufacturing facility; or
20. Above ground petroleum storage.

(B) Grocery Restriction. So long as K-VA-T Food Stores, Inc., its successors or assigns ("Food City"), operates a supermarket upon the MARATHON Land, MARATHON, TOWN and their respective successors or assigns (but obligations hereunder shall not extend to individual shareholders in case MARATHON becomes a publically traded company, for example only, a realty estate investment trust), covenants and agrees not to develop or construct, or allow to be developed or constructed, upon the Development any facility to be used primarily for a typical grocery store, i.e., a store engaged in the sale individually, or in a combination of; grocery, meat, produce, dairy, bakery-deli, seafood, pharmacy, fuel and floral products for off-premises consumption (the "Protected Use"). Neither MARATHON nor TOWN shall sell or otherwise convey any such portion of the Development without imposing thereon a restriction to secure compliance herewith. Notwithstanding anything to the contrary contained herein, the restrictions set forth in this section shall not apply to, (i) restaurants (including, without limitation, ice cream, smoothie or yogurt shops, or a restaurant selling any of these items as part of its use, coffee shops, submarine or other types of sandwich shops, any restaurant operations that include a bakery and/or deli concept, cupcake shops, pizza parlors, and/or businesses for the take out or delivery of prepared foods); or (ii) a tenant or user that is primarily in the business of selling non-food items or items not otherwise prohibited under this section and operates an otherwise allowable restaurant type use within its premises (such as a bookstore with an in-store café or coffee shop); or (iii) to a store selling primarily wine and/or liquor or a store selling primarily vitamins, or a store selling primarily beauty products and/or cosmetics or as part of a nail or hair salon or spas, or a pet store; or (iv) food and beverage concession sales and other similar sales (as commonly engaged in at sports complexes) on the Town Land. Further, notwithstanding the above, the restrictions set forth in this section shall not apply and neither MARATHON, TOWN, or their respective successors or assigns shall be restricted from selling or leasing areas to PetCo., Pet Supplies Plus, Petland, PetsMart, Dollar Tree, Five Below, Staples, Bed, Bath and Beyond, Linens and Things, Ross Dress For Less, Hobby Lobby, TJ Maxx, Marshalls, Sears Homestore, and Hallmark, or any similar national or regional credit tenants of similar size, scope, and geographic attraction. Additionally, the restrictions set forth in this section shall not apply and neither MARATHON nor TOWN shall be restricted from developing, selling or leasing areas to a department store such as, by way of example only, Kohl's or Target (including a "Target Superstore or Greatland" but excluding a Target Supercenter).

(C) Access Drives Requirement. Unless required by government mandate, regulation or condemnation, TOWN shall not alter the size or location of curb cuts, private drives, or similar that provide access to the Development via the Access Drives located on the Town's Land without MARATHON's prior written consent.

INSTRUMENT #170000375
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
JANUARY 24, 2017 AT 08:40AM

PATRICIA S. MOORE, CLERK
RECORDED BY: KJM

Instrument prepared by:
MARATHON REALTY CORP.
1 Food City Circle
Abingdon, VA 24210

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS AND
RECIPROCAL ACCESS EASEMENT AGREEMENT**

**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND RECIPROCAL ACCESS EASEMENT**

AGREEMENT (this “**First Amendment**”) is made and entered into this ____ day of _____ 2023 (the “Effective Date”), by and between **MARATHON REALTY CORP.**, a Virginia corporation (“**Marathon**”), and **THE TOWN OF ABINGDON, VIRGINIA**, a Virginia municipality (“**Town**”).

BACKGROUND STATEMENT

A. Marathon and Town are parties to that certain Declaration of Restrictive Covenants and Reciprocal Access Easement Agreement dated January 20, 2017 of record in the Washington County, Virginia Circuit Court Clerk’s Office in Deed Book ____, Page ____ (the “**Declaration**”).

B. Marathon and Town desire to amend and clarify certain matters set forth in the Declaration.

C. Pursuant to Section 7.10 of the Declaration, the Declaration may be amended by the Owner of the Marathon Land and the Owner of the Town Land. The Owner(s) of any Outparcels shall not be required to join in any modification or amendment to the Declaration.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, for themselves, their successors and assigns, that the Declaration is hereby amended as follows:

1. Capitalized Terms and Exhibits. Except as otherwise expressly provided herein, capitalized terms used in this First Amendment have the same meanings assigned thereto in the Declaration. All Exhibits attached to this First Amendment shall also be deemed attached to the Declaration.

2. Replacement of Exhibit F. Exhibit F of the Declaration is hereby deleted in its entirety and replaced with Exhibit F-1, attached hereto, and all references in the Declaration to Exhibit F shall be deemed to refer only to Exhibit F-1.

3. Conflicts/Ratification. If there is any conflict between the provisions of the REA and this First Amendment, the provisions of this First Amendment will control. Except as amended and supplemented by this First Amendment, the REA is ratified by the parties and remains in full force and effect.

4. Authority. Each of the Parties represents and warrants that it has the full capacity,

right, power and authority to execute, deliver and perform this First Amendment and that all required actions, consents and approvals therefor have been duly taken and obtained. Furthermore, each of the Parties represents and warrants that upon full execution of this First Amendment, the REA as amended by this First Amendment shall be binding on all Parties with any interest in its respective Tract, including but not limited to the holder of any mortgagee's interest. Each of the parties to this First Amendment warrants and represents that the terms and provisions of this First Amendment will not either impose any materially greater obligation on any Tract represented by such Party, or materially impair any right of a Party owning a Tract represented by such Party.

5. Entire Agreement. This First Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

6. Captions. The captions set forth herein are for convenience only and are not a part of this First Amendment.

7. Counterparts. This First Amendment may be executed in counterparts or with counterpart signature pages, and, upon execution by all parties, constitutes one integrated agreement.

(Signature Pages Follow)

**SIGNATURE PAGE FOR
FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS AND
RECIPROCAL ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

MARATHON REALTY CORP,
a Virginia corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of Marathon Realty Corp, a Virginia corporation, and that he/she, as the _____, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2023.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

**SIGNATURE PAGE FOR
FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS AND
RECIPROCAL ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

THE TOWN OF ABINGDON VA, a Virginia
municipality

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON

I, _____, a Notary Public for the aforesaid County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ of The Town of Abingdon, Virginia, a Virginia municipality and that he/she, as _____, being authorized to do so, executed the foregoing on behalf of the limited liability company. And the said _____ acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2023.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Exhibit “F-1”

Development Restrictions

(A) Uses. The following uses are restricted from the Development and are not permitted therein:

1. Mobile home sales, automobile sales, boat sales, motorcycle sales, and all other motorized, trailered and/or jet-propelled vehicles sales. Neither the forgoing restriction nor anything else contained in this Exhibit F-1 shall preclude, restrict, or otherwise limit in any way the operation of hardware and/or tool stores such as Ace Hardware, True Value, Harbor Freight, Northern Tool + Equipment, or other similar uses within the Development.
2. Vehicle service garages with major repair, whether under cover or otherwise. Neither the forgoing restriction nor anything else contained in this Exhibit F-1 shall preclude, restrict, or otherwise limit in any way the operation of vehicle service and/or tire centers such as Firestone Complete Auto Care, Pep Boys, Valvoline Instant Oil Change, Discount Tire, Jiffy Lube, Take 5 Oil Change, Tire Discounters, or other similar uses within the Development.
3. Farm machinery sales and services;
4. Outdoor Amusement facilities, miniature golf, driving ranges;
5. Bowling alleys, billiard parlors, video game rooms, skating rinks;
6. Undertaking establishments and funeral homes;
7. Newspaper offices and printing presses;
8. Pawn shops;
9. Head shop or the sale of marijuana;
10. Substance abuse centers;
11. Flea markets;
12. Tattoo parlors or body piercing establishments;
13. Adult entertainment clubs;
14. Adult book stores and adult video stores;
15. Night clubs;
16. Massage parlors, except that therapeutic massages services shall be allowed;

17. Place of betting, gambling, bingo, or other gaming, except that the ancillary sale of lottery tickets shall be permitted within a store.
18. Animal facilities other than in conjunction with a pet store, grooming facility, or veterinary office or clinic (provided same only has inside and short-term overnight stay facilities);
19. Manufacturing facilities; or
20. Above ground petroleum storage.

(B) Grocery Restriction. So long as K-VA-T Food Stores, Inc., its successors or assigns ("Food City"), operates a supermarket upon the Marathon Land, Marathon, Town and their respective successors or assigns (but obligations hereunder shall not extend to individual shareholders in case Marathon becomes a publicly traded company, for example only, a real estate investment trust), covenants and agrees not to develop or construct, or allow to be developed or constructed, upon the Development any facility to be used primarily for a typical grocery store, i.e., a store engaged in the sale individually, or in a combination of; grocery, meat, produce, dairy, bakery-deli, seafood, pharmacy, fuel and floral products for off-premises consumption (the "Protected Use"). Neither Marathon nor Town shall sell or otherwise convey any such portion of the Development without imposing thereon a restriction to secure compliance herewith. Notwithstanding anything to the contrary contained herein, the restrictions set forth in this section shall not apply to, (i) restaurants (including, without limitation, ice cream, smoothie or yogurt shops, or a restaurant selling any of these items as part of its use, coffee shops, submarine or other types of sandwich shops, any restaurant operations that include a bakery and/or deli concept, cupcake shops, pizza parlors, and/or businesses for the take out or delivery of prepared foods); or (ii) a tenant or user that is primarily in the business of selling non-food items or items not otherwise prohibited under this section and operates an otherwise allowable restaurant type use within its premises (such as a bookstore with an in-store cafe or coffee shop); or (iii) to a store selling primarily wine and/or liquor or a store selling primarily vitamins, or a store selling primarily beauty products and/or cosmetics or as part of a nail or hair salon or spa, or a pet store; or (iv) food and beverage concession sales and other similar sales (as commonly engaged in at sports complexes) on the Town Land. Further, notwithstanding the above, the restrictions set forth in this section shall not apply and neither Marathon, Town, or their respective successors or assigns shall be restricted from selling or leasing areas to PetCo., Pet Supplies Plus, Petland, PetSmart, Dollar Tree, Five Below, Staples, Bed, Bath and Beyond, Linens and Things, Ross Dress For Less, Hobby Lobby, TJ Maxx, Marshalls, Sears Hometown Store, and Hallmark, or any similar national or regional credit tenants of similar size, scope, and geographic attraction. Additionally, the restrictions set forth in this section shall not apply and neither MARATHON nor TOWN shall be restricted from developing, selling or leasing areas to a department store such as, by way of example only, Kohl's or Target (including a "Target Superstore or Greatland" but excluding a Target Supercenter).

(C) Access Drives Requirement Unless required by government mandate, regulation or condemnation, Town shall not alter the size or location of curb cuts, private drives, or similar that provide access to the Development via the Access Drives located on the Town's Land without Marathon's prior written consent.