

PROJECT MANUAL

FOR

SUMMER 2022 ROOFING PROJECTS BURLEY MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT

IFB #2022-IFB-7022830

GRIMM AND PARKER

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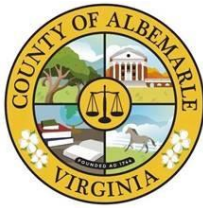
f: (434) 818-0917

PROJECT NO. 22030.01
DATE February 2, 2022

BID SET NO. _____

**SUMMER 2022 ROOFING PROJECTS
BURLEY MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT**

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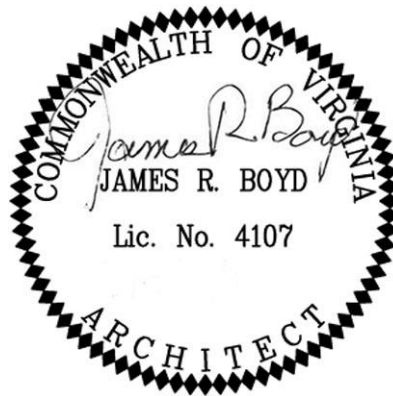


County of Albemarle



ASSISTANT DIRECTOR OF OPERATIONS

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ARCHITECTURE FIRM

GRIMM AND PARKER ARCHITECTS
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Charlottesville, VA 22902
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INVITATION FOR BIDS

SUMMER 2022 ROOFING PROJECTS BURLEY MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT IFB #2022-IFB-7022830

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**NOTICE OF
INVITATION FOR BIDS
IFB No. 2022-IFB-7022830**

Sealed bids are invited for the partial roof replacements at Burley Middle School. The project is generally described as removal of existing roof systems, and the installation of a fully adhered EPDM roof system over tapered insulation. Work includes all flashings and metalwork associated with single ply installations.

Sealed bids will be received at the Albemarle County Purchasing Office, Room 248, Albemarle County Office Building, 401 McIntire Road, Charlottesville, Virginia. The deadline for submitting bids is 3:00 P.M., as determined by the Purchasing Agent, on March 4, 2022. The bids will be opened publicly and read aloud immediately following the receipt of bids. If the County of Albemarle is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

The estimated construction cost range for this project is \$100K - \$500K. A Bid Bond is required for any bid which exceeds \$100,000. The "Time for Completion" will be as detailed in the Bid Form.

Bids to be considered shall be received in a sealed envelope marked as follows: County of Albemarle, Purchasing Office, Room 248, Albemarle County Office Building, 401 McIntire Road, Charlottesville, VA 22902 / Contract: Summer 2022 Roofing Projects – Burley Middle School / IFB No. 2022-IFB-7022830.

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

Pre-bid conferences will be held at:

Burley Middle School – 10:00 am, Tuesday, February 15, 2022

Meet in the front office at each school to sign in. Attendance will be optional for those submitting a bid.

The contract shall be awarded on a lump sum basis to the lowest responsive, responsible bidder whose Bid provides the lowest total project cost to the Owner.

Contractor registration in accordance with Title 54.1, Chapter 11, of the Code of Virginia, is required. See the Instructions to Bidders for additional qualification requirements.

The Invitation for Bids for the above project, including the drawings and the specifications prepared by Grimm + Parker Architects and containing the information necessary for bidding, may be downloaded online from the Albemarle County Purchasing web site at <https://www.albemarle.org/government/finance/procurement/solicitations>. Please note that Bidders are responsible to check the Purchasing web site and download any Addenda issued for this Bid.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

4. PREPARATION AND SUBMISSION OF BIDS:

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

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

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

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

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

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

5. **BID GUARANTEE:**

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

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

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

6. WITHDRAWAL OR MODIFICATION OF BIDS:

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

7. RECEIPT OF BIDS:

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

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

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

8. **OPENING OF BIDS:**

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

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

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

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

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

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

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

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

11. DETERMINATION OF RESPONSIBILITY:

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

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

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

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

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

12. AWARD OF CONTRACT:

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

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

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

prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

PREBID QUESTION FORM

(Use separate form for each question submitted.)

DATE: _____

**PROJECT: SUMMER 2022 ROOFING PROJECTS:
BURLEY MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT
IFB No. 2022-IFB-7022830**

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. Deadline for Questions: February 25, 2022, 3pm.

Questions submitted by: _____

Name

Organization

Email Form To: County of Albemarle Purchasing – Sharon Cash – scash2@albemarle.org
County of Albemarle Project Manager – Steve Hoffmann – shoffmann@albemarle.org
Grimm + Parker Architects – Mike Thomas – mthomas@gparch.com

Or

Mail Form to: County of Albemarle
Office of Procurement
401 McIntire Road
Charlottesville, Virginia 22902-4596
And
Grimm + Parker Architects
123 East Main Street, Second Floor
Charlottesville, VA 22902
434-296-5353
434-818-0917 (fax)

BID FORM

DATE: _____

**PROJECT TITLE: SUMMER 2022 ROOFING PROJECTS
BURLEY MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT**

IFB No. 2022-IFB-7022830

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

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated February 2, 2022, and the Addenda noted below, as prepared by Grimm + Parker Architects for the consideration of the following amount:

BASE BID:

Lump sum price for the performance of all work as detailed in drawings and specifications for **Burley Middle School Partial Roof Replacement**, including but not limited to providing all mobilization, general conditions items, and project supervision, complete and in accordance with the Plans and Specifications, complete removal of the existing roofing system down to clean roof deck as specified and installation of new EPDM and insulation system as specified:

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

The contract shall be awarded on a lump sum basis to the lowest responsive, responsible bidder whose Bid provides the lowest total project cost to the Owner.

The undersigned understands that time is of the essence and agrees that the date for Substantial Completion of the entire project shall be on or before August 5, 2022 based on a Notice authorizing Work to proceed on or before May 5, 2022, with construction to begin on site June 14, 2022, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

Acknowledgment is made of receipt of the following Addenda:

If notice of acceptance of this bid is given to the undersigned within 60 days after the date of

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

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

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

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

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

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

Virginia License No. _____

Bidder _____
(Name of Firm)

Contractor Class _____

By _____
(Signature)

Valid Until _____

(Typed Name)

FEIN/SSN: _____

Title _____

If Partnership (List Partner's Names)

If Corporation, affix Corporate Seal & list
State of Incorporation

State: _____
(Affix Seal)

Business Address:

Telephone No.: _____

Fax No.: _____

Email: _____

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

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

The bidder:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining bank accounts; 4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; 9. <input type="checkbox"/> Owning, without more, real or personal property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature; 11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films which are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth. 13. <input type="checkbox"/> Transacting business in interstate commerce.
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

Registered Agent Information

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

Agent Name: _____

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

OFFEROR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Vendor Information:

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

5. Indicate below a listing of at least four (4) recent projects, either educational or governmental, that your company has successfully completed with similar scope, cost and complexity, include the date of services and the name, address, and email address, and telephone number of the point of contact.

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

**CERTIFICATION OF CRIMES AGAINST CHILDREN
AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor's employees and/or subcontractors to have direct contact with Albemarle County Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor's knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor's knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of "moral turpitude" are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

.....

Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

- NO
- YES (please explain)

Contractor

Date

By: _____

Title: _____

COUNTY OF ALBEMARLE



CONSTRUCTION CONTRACT GENERAL CONDITIONS

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1. DEFINITIONS

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

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

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

Building Permit: See “Permit” below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTRACT DOCUMENTS

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

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

3. LAWS, REGULATIONS AND PERMITS

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

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

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

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

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

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

4. NONDISCRIMINATION

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

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

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

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

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

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

“During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.”

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

6. TIME FOR COMPLETION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. CONDITIONS AT SITE

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

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

8. CONTRACT SECURITY

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

9. SUBCONTRACTS

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

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

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

10. SEPARATE CONTRACTS

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

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

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

11. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

A. General Requirements:

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

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

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

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

compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.

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

All insurance coverage:

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

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

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

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

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

the County's sovereign immunity under law.

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

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

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

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

12. BUILDER'S RISK INSURANCE

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

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

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

13. TAXES, FEES AND ASSESSMENTS

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

14. PATENTS

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

15. ARCHITECT/ENGINEER'S STATUS

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

16. INSPECTION

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

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

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

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

(f) The Project Inspector has no authority to:

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

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

17. PROJECT MANAGEMENT AND SUPERVISION BY CONTRACTOR

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

18. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

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

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

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

19. SCHEDULE OF THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

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

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

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

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

21. ACCESS TO WORK

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

22. SURVEYS AND LAYOUT

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

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

23. PLANS AND SPECIFICATIONS

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

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

24. SUBMITTALS

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

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

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

Reviewed by _____ Date _____

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

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

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

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

25. FEES, SERVICES AND FACILITIES

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

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

26. EQUALS

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

27. AVAILABILITY OF MATERIALS

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

28. CONTRACTOR'S TITLE TO MATERIALS

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

29. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

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

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

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

30. WARRANTY OF MATERIALS AND WORKMANSHIP

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

31. USE OF SITE AND REMOVAL OF DEBRIS

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

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

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

32. TEMPORARY ROADS

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

33. SIGNS

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

34. PROTECTION OF PERSONS AND PROPERTY

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

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

35. CLIMATIC CONDITIONS

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

36. PAYMENTS TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

38. CHANGES IN THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

41. TERMINATION BY OWNER FOR CONVENIENCE

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

42. DAMAGES FOR DELAYS; EXTENSION OF TIME

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

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

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

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

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

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

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

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

43. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

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

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

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

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

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

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

44. GUARANTEE OF WORK

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

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

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

45. ASSIGNMENTS OF CONTRACTUAL OBLIGATIONS

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

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

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

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

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

47. ASBESTOS

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

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

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

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

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

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

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

48. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

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

49. PROJECT MEETINGS

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

(b) **Preconstruction Meeting:**

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

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

(c) **Monthly Pay Meeting:**

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

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

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

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

(d) **Other Meetings:**

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

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

SUPPLEMENTAL GENERAL CONDITIONS

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

1. Section 11(B) Contractor's and Subcontractor's Insurance: Insurance Requirements
 - (a) Worker's Compensation: requires a minimum of **\$1,000,000.00**
 - (b) General Liability: requires a minimum of **\$1,000,000.00**
 - (c) Automobile Liability: requires a minimum of **\$1,000,000.00**
 - (d) Umbrella Liability: requires a minimum of **\$1,000,000.00**
 - (e) Environmental Pollution "is not required by this solicitation"
 - (f) Professional Liability "is not required by this solicitation"
 - (g) Cyber Liability "is not required by this solicitation"

2. Section 12 – BUILDER'S RISK INSURANCE
Delete Paragraphs (a), (b) and (c) as written and in its place add the following:
 - (a) The requirements of this section of the General Conditions for builders risk insurance on the full value of the entire building are waived for this project. The Owner maintains insurance on the existing building (including fire, vandalism and extended coverage). **However, the Contractor shall provide builders risk insurance for the Work in an amount equal to one hundred percent (100%) of the Contract Price for the Work.** The loss, if any, is to be made adjustable with and payable to the Owner, in accordance with its interests, as they may appear. The Owner, its officers, employees and its agents, shall be named as loss payee in any policy of insurance issued. Written evidence of the insurance shall be filed with the Owner prior to execution of the Contract. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner. A copy of the policy of insurance shall be given to the Owner upon demand.

 - (b) Not used

 - (c) The Contractor is responsible for providing any desired coverage for Contractor's or Subcontractors' buildings, equipment, materials, tools or supplies that are on-site.

3. Section 42 - DAMAGES FOR DELAY, EXTENSION OF TIME
Add the following paragraphs:
 - (j) It is imperative that the Work in this contract be substantially completed not later than **August 5, 2022** to give time for the Owner to furnish and equip the facility and meet other contractual obligations. The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factors which may affect performance of the Work. The Contractor agrees and warrants that he will achieve substantial completion of the Work not later than **August 5, 2022**.
 - (1) Assuming timely execution of the Contract with applicable Bonds, Notice to Proceed will be given to the Contractor on or before **May 5, 2022**, with construction to begin on site **June 14, 2022**.

- (k) Subject to the provisions of the General Conditions allowing for extension of time allowed for completion of the Work, if the work is not substantially completed by the specified date, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of **One Thousand Dollars (\$1,000.00)** per day for each and every calendar day for delay in substantial completion of the Work beyond **August 5, 2022**. Likewise, if the Work is not finally completed by the specified date, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay in final completion of the Work.
- (l) The Owner may withhold from the monthly Progress Payment, the current value of the liquidated damages. Failure of the Owner to withhold liquidated damages during ongoing operations that have exceeded the Contract Completion Date is not a waiver of the Owner's entitlement to damages as set forth in the Contract Documents.
- (m) Final accounting of liquidated damages will be administered through a deduction in the final amount owed the Contractor.
- (n) In the case that multiple school roof replacements are awarded under one construction contract, liquidated damages are applicable per school, not per contract.



CONTRACT #«number»
«Company»
 «Address 1»
 «Address 2»
 «City», «State» «PostalCode»
«corporate status, as confirmed by SCC»
(Contractor)

Project name: _____
A/E, if applicable: _____
A/E contract #: _____
Project Mgr: _____

SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA,
 401 McIntire Rd.
 Charlottesville, Virginia 22902
a body corporate under the laws of the Commonwealth of Virginia,
(School Board or Owner)

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

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

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

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

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

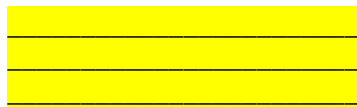
Base bid:	\$ _____	
Additive 1:	\$ _____	for _____
Additive 2:	\$ _____	for _____
Total:	\$ _____	

4. Term: The Work shall be commenced on a date to be specified in a written order of the Owner and shall be Substantially Completed within [REDACTED] calendar days. The Work shall be finally completed within [REDACTED] days after the date of Substantial Completion of the Work or no later than the date of Final Completion of [REDACTED], whichever is sooner. Time is of the essence.
5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 (the end of the School Board's fiscal year) of any year, is subject to its approval and ratification by the School Board and appropriation by them of the necessary money to fund said contract for each succeeding year. If sufficient funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the School Board shall immediately notify Contractor, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the School Board of any kind whatsoever.
6. Preconditions to Obligation: The School Board shall not be obligated to purchase or pay for goods, services, or materials under this Agreement unless the School Board has ordered such goods, services, and/or materials and until the Contractor has delivered any ordered goods, services, and/or materials. The School Board may increase or decrease quantities of ordered goods, services, and materials as required and in its discretion.
7. Faith-based Organizations: The School Board does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: Pursuant to Virginia Code §§ 2.2-4201 and 2.2-4311, during the performance of this Contract, Contractor agrees as follows:
 - A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts over \$10,000;
 - B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that Contractor is an equal opportunity employer;
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: Pursuant to Virginia Code Section § 2.2-4312, during the performance of this Contract, Contractor agrees to:
 - A. Provide a drug-free workplace for Contractor's employees.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

17. Termination without Cause: The School Board may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the School Board, at the time of termination. If the School Board terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to the School Board any work completed or in process for which payment has been made.
18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. Indemnification and Hold Harmless: Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor shall indemnify and hold harmless the School Board and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the School Board, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the School Board, its agents, volunteers, servants, employees, or officials.
20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for the School Board shall be addressed as follows:

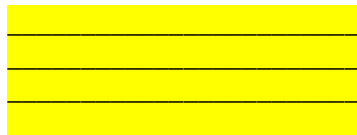


Charlottesville, VA 22902

With a copy to:

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

Notices for Contractor shall be addressed as follows:



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

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

shall be paid as extra work under the terms of a supplemental agreement executed by the parties *before such work is begun*. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the School Board to analyze the need for the extra work and the costs claimed for the work.

28. Payments to Subcontractors: Pursuant to Virginia Code Section 2.2-4354, Contractor shall pay all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the School Board; or, shall notify the School Board and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the School Board with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
29. Insurance: Contractor shall purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies protecting from claims which may arise out of or result from Contractor's performance or non-performance of services under this Contract or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by Contractor or for whose acts it may be liable. Such policies shall remain in full force and effect at all times during the term of this Agreement and shall contain the types of coverages and minimum limits which are required by the Supplemental General Conditions, Special General Conditions, or General Conditions, which shall, for this provision "Insurance" only, take precedence (in order of precedence as listed here) over this Agreement and other documents incorporated by reference. A certificate of insurance conforming to the requirements of the Supplemental, Special, and General Conditions shall be submitted prior to the execution of this Agreement.
30. Payment/Performance Bonds: Contractor shall furnish to the School Board a payment bond and a performance bond on forms provided by the School Board in conformity with Virginia Code §§ 2.2-4337 and 2.2-4339 each payable to the School Board and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Agreement, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia. The performance and payment bonds shall be amended if necessary, as determined by the School Board, to reflect changes to the scope of the Work created by Change Orders and any amendments to this Agreement.
31. School Contractor Certification: Pursuant to Virginia Code § 22.1-296.1, Contractor certifies by his signature below that any and all persons who will provide services for or on behalf of the Contractor on public school property have not been convicted of a felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or any offense for which registration is required as defined in Virginia Code § 9.1-902. This Certification shall be binding throughout the contract term and that it will provide immediate notice to the School Board of any event that renders this certification untrue.

Contractor hereby acknowledges that any person making a materially false statement regarding any such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

**SCHOOL BOARD OF ALBEMARLE COUNTY,
VIRGINIA**

«COMPANY»

SIGNATURE _____

SIGNATURE _____

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

NAME (type/print) _____

TITLE Purchasing Agent

TITLE _____

DATE _____

DATE _____

NOTARY CERTIFICATE FOR CONTRACTOR

STATE OF _____

CITY/COUNTY OF _____, to-wit:

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

_____ Notary Public

My Commission expires: _____

My Registration Number: _____

POST BID MODIFICATION

DATE:

PROJECT TITLE:

IFB NO.:

OWNER:

CONTRACTOR:

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

Item	AMOUNT
TOTAL	

END OF POST BID MODIFICATION

STANDARD PERFORMANCE BOND FOR CONSTRUCTION CONTRACTS

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

WHEREAS,

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

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

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

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

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

Signed and sealed this _____ day of _____, _____.

PRINCIPAL

BY:

(Please sign above and print name below)

TITLE:

ADDRESS:

PHONE:

SURETY

BY:

(Please sign above and print name below)

ADDRESS:

PHONE:

BOND NO.:

ADDRESS OF SURETY'S HOME OFFICE:

STANDARD LABOR AND MATERIAL PAYMENT BOND

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

WHEREAS,

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

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

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

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

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

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

Signed and sealed this _____ day of _____, _____.

PRINCIPAL

BY:

(Please sign above and print name below)

TITLE:

ADDRESS:

PHONE:

SURETY

BY:

(Please sign above and print name below)

ADDRESS:

PHONE:

BOND NO.:

ADDRESS OF SURETY'S HOME OFFICE:

GENERAL CONTRACTOR ESTIMATE FOR CHANGE ORDER

GC-1

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

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

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

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

Submitted By

Name: _____

Signature: _____

Title: _____

Date: _____

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

A/E Signature: _____

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

*Limited to 10% on self-performed work.

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

SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SC-1

IFB Number:
 Project:
 Owner:

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

Change Description:

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

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

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

Submitted By

Name: _____

Signature: _____

Title: _____

Date: _____

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

* Limited to 10% on self-performed work.

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

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

SUB-SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

SS-1

IFB Number:
 Project:
 Owner:

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

Change Description:

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

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

Submitted By

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

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

*Limited to 10% on self-performed work.

2022-IFB-7022830

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



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

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

Amount Requested

CONTRACTOR CERTIFICATION

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

FEIN #: 0

Contractor: 0

Date: January 0, 1900

By: _____
signature

Typed Name: 0

ARCHITECT/ENGINEER CERTIFICATION

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

Architect/Engineer:

By: _____
signature *printed name* *date*

OWNER ACTION

Recommended for Payment: _____
Project Manager Date

AFFIDAVIT OF PAYMENT OF CLAIMS

By:

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

(Contractor Name)

By: _____
Print Name: _____
Title: _____

ARCHITECT/ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: _____

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

Project Title: _____

RFQ/Contract No.: _____

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

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

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

(A/E Firm Name)

By: _____

Print Name: _____

Title: _____

Attachment: Punch List

CERTIFICATE OF FINAL COMPLETION BY ARCHITECT/ENGINEER

Date: _____

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

Project Title: _____

RFQ/Contract No.: _____

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

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

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

(A/E Firm Name)

By: _____

Print Name: _____

Title: _____

CERTIFICATE OF PARTIAL OR SUBSTANTIAL COMPLETION BY CONTRACTOR

Date: _____

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

Project Title: _____

RFQ/Contract No.: _____

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

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

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

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

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

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

(Contractor Name)

By: _____

Print Name: _____

Title: _____

CERTIFICATE OF FINAL COMPLETION BY CONTRACTOR

Date: _____

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

Project Title: _____

RFQ/Contract No.: _____

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

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

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

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

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

(Contractor Name)

By: _____

Print Name: _____

Title: _____

Copy: Architect/Engineer



Bid Receipt and Bid Reading Procedures

2/7/2022

IFB# 2022-IFB-7022830 - Summer 2022 Roofing Projects, Burley Middle School Partial Roof Replacement Albemarle County Public Schools

In light of the State of Emergency declared by the Commonwealth and the County of Albemarle, and in accordance with the Governor's [Executive Order Number Fifty-One](#), the following modifications to Albemarle County Purchasing Procedures shall be in effect for the duration of the emergency conditions:

1. Paper bids shall be prepared as usual and shall be delivered to the County Office Building at 401 McIntire Road, Charlottesville, VA 22902. Bids will be received in a secure manner and will be stored in such manner as to keep them in a secure status.
2. A secure lock box will be available, at the exterior of the County Office Building, at the front Visitors Entrance, and will be labeled **Vendor/Contractor Bids or Proposals Only**. Bids shall be placed in this box, prior to the established due date and time for each solicitation. It is the Offeror's responsibility to ensure that bids are received prior to the established bid due date and time.
3. Bids will be received in the lockbox until **3:00 pm EST on Friday, March 4, 2022**. Any further bids received will be ruled as late bids and will be retained un-opened. Late bids will not be considered. If you have any difficulty utilizing the lockbox please call the Purchasing Office, at 434-296-5854.
4. Bid readings will be held at 3:30pm on **Friday, March 4, 2022**. At the appointed time as noted below, the bids will be virtually opened and read aloud by Purchasing personnel. Public attendance at the Bid Reading will be by virtual attendance through MS Teams Meeting.
5. The bids shall be examined for conformance of all requirements of the solicitation including a signature, acknowledgement of addenda, and presence of a bid bond, when required. At the conclusion of the reading of the bids, Purchasing staff will complete the due diligence to examine bids for determination of complete responsiveness and vendor responsibility and additional information, including the bid tabulation, will be provided as it becomes available.
6. On **Friday, March 4, 2022 at 3:30pm EST**, the Virtual Bid Reading may be attended through the following MS Teams Meeting link:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 540-613-8851,,671394375# United States, Roanoke

Phone Conference ID: 671 394 375#

[Find a local number](#) | [Reset PIN](#)



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

Effective October 22, 2020

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

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

JOBSITE ENTRANCES

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

REPORTING

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

PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

SOCIAL DISTANCING

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

SANITATION

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

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

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



ACPS FACILITIES COVID-19 SCREENING FOR EMPLOYEES & VISITORS

PLEASE READ EACH QUESTION CAREFULLY AND SELECT THE ANSWER THAT APPLIES TO YOU.

In the past 48 hours, have you or has anyone in your household experienced any of the following symptoms:

- | | |
|-----------------------------------------------|------------------------------|
| • fever (100°F or higher) or chills | • headache |
| • cough | • new loss of taste or smell |
| • shortness of breath or difficulty breathing | • sore throat |
| • fatigue | • congestion or runny nose |
| • muscle or body aches | • nausea or vomiting |
| | • diarrhea |

YES

NO

In the past 14 days, have you been in close contact (within 6 feet for a total of 15 minutes or more over a 24-hour period) with someone with suspected or confirmed COVID-19?

YES

NO

In the past 10 days, have you been diagnosed with or presumed positive for COVID-19?

YES

NO

Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?

YES

NO

Are you or is anyone in your household currently waiting on the results of a COVID-19 test?

YES

NO

Did you answer NO to ALL QUESTIONS?

Access to ACPS facilities **APPROVED**.

Did you answer YES to ANY QUESTION?

Access to ACPS facilities **NOT APPROVED**.
Please see page 2 for further instructions.

Thank you for helping us protect you and others during this time.

THE SCREENING YOU COMPLETED INDICATES THAT YOU MAY BE AT INCREASED RISK FOR COVID-19.

If you are not feeling well, we hope that you feel better soon!

HERE ARE INSTRUCTIONS FOR WHAT TO DO NEXT:

1

If you are not already at home, please avoid contact with others and go straight home immediately.

2

Monitor your symptoms and call your health care provider to determine if COVID-19 testing is recommended.

3

If you are an employee, contact your supervisor to discuss options for telework and/or leave.

Before going to a healthcare facility, please call and let them know that you may have an increased risk for COVID-19. In case of a life-threatening medical emergency, dial 911 immediately!

RETURNING TO WORK: GUIDANCE FOR EMPLOYEES



If you have symptoms consistent with COVID-19, you should contact your health care provider or seek COVID-19 testing. Do not return to work until you are cleared by a health care provider OR you receive a negative test result AND you have been fever-free for 24 continuous hours without the use of fever-reducing medications. If you do not contact your health care provider or seek testing, you must stay home until at least 10 days have passed from the onset of symptoms. **If you test positive for COVID-19 and have symptoms**, you should stay home until at least 10 days have passed from the onset of symptoms AND you have been fever-free for 24 continuous hours without the use of fever-reducing medications AND respiratory symptoms have improved. **If you test positive for COVID-19, but have no symptoms and remain asymptomatic**, you should stay home until at least 10 days have passed since the positive test result. Employees should report a diagnosis of COVID-19 to their supervisor as soon as possible.



If you have a chronic medical condition or have received an alternate diagnosis from a health care provider that causes COVID-19-like symptoms and you need to access an ACPS facility within the next few days, please call your school nurse or the ACPS COVID-19 Coordinator at 434-249-4625 to determine whether you can safely be granted access to an ACPS facility.



If you have been in close contact with someone who has COVID-19, you should stay home and self-quarantine for 14 days from the last day of exposure. **If you are staying home pending the test result of a sick member of your household**, you may return to work if the symptomatic person receives a negative COVID-19 test result.



If you develop symptoms during quarantine, you should obtain a COVID-19 test at the provider of your choice or contact the health department for assistance. Symptomatic employees awaiting COVID-19 test results must not report to work.

This screening tool was developed by the Centers for Disease Control and Prevention (CDC) and adapted for use by Albemarle County Public Schools. For information about COVID-19 and basic instructions to prevent the spread of disease, visit the CDC's COVID-19 website at: <https://www.cdc.gov/covid19>

SECTION 01000 - SPECIAL CONDITIONS

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. Requirements of the General Conditions of the Construction Contract and Supplemental General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORKER STANDARDS OF CONDUCT AND DRESS

- A. Worker Standards of Conduct/Dress – Hard hats, safety shoes, appropriate shirts and pants are required at all times. Smoking is prohibited in County buildings and on roofs. There is to be no contact or harassment of any kind between workers and facility occupants. Only the project superintendent may contact the County staff if necessary. Violence, Swearing, Drugs, Alcohol, Firearms and Weapons are prohibited on County property. Any workers violating these standards of conduct shall be ordered off the site and not allowed to return.
- B. Comply with all state and Federal safety regulations.

1.3 DRAWINGS AND /OR SPECIFICATIONS

- A. Any Additional Instructions by Architect/Owner to explain drawing and specifications shall be binding on contractor.
- B. Contractor to be provided, free of charge, PDFs (digital files) of drawings, specifications and addendums.

1.4 PERMITS

- A. The Contractor (or his designated sub-Contractors) shall obtain all permits necessary for the construction of the project. Fees and all bonds will be the sole responsibility of the Contractor. It is the responsibility of the Contractor to determine which permits are necessary. This project will require a building permit. All building permit fees are waived for Albemarle County owned properties.
- B. Building Inspections Department – The Contractor shall call for inspections (in accordance with the local department's procedures or by no later than 9 a.m. on the day the inspection is requested.)

1.5 STORAGE AND STAGING

- A. Contractor's staging area, protective barriers, employee parking, and loading access shall be as approved by Owner.
- B. Contractor's staging area and general construction site shall be kept neat and clean so that trash is removed on a daily basis.
- C. Safe access to the designated areas adjacent to the construction area must be maintained at all times for pedestrians and maintenance vehicles.

1.6 MEETINGS, SCHEDULES AND PAYMENTS

- A. The Contractor shall attend job site meetings at intervals as necessary for work, as determined by Owner. The Contractor's project superintendent shall provide the Architect and Owner with four (4) copies of his daily report on a weekly basis including manpower per trade, job progress, weather and activities.

1.7 APPLICATION FOR PAYMENT AND PAYMENTS

- A. Application for Payment and Payments shall be delayed when project is not in compliance with any required permits and any related instructions given by Owner. Lack of Project Cleanliness may also delay payment.
- B. Retainage shall be 5% (five percent). All Owner training, Owner manuals, spare parts and warranties are also to be received and approved by Architect and Owner and before retainage is released.
- C. Weather Days: shall be counted cumulatively for the project duration and agreed upon monthly in the pay meeting notes, never to shorten the duration of the project.

1.8 ACCESS TO THE BUILDING

- A. Construction operations and associated activities shall not impede access to the building unless otherwise coordinated with the Owner. Precautions must be taken to ensure a safe entry and exit for the public and Albemarle County employees.

1.9 CLEANING

- A. Cleaning during construction: areas of work shall be cleaned daily. Owner's existing equipment and facility shall be protected from slash or splatter and cleaned or replaced to return to pre-construction conditions.
- B. Final Cleaning to be performed to the Owner's satisfaction. If unsatisfactory cleaning is not remedied within 24 hour written notice to Contractor from Owner, Owner shall complete and deduct from Contractor's final payment.

1.10 ENVIRONMENTAL ISSUES

- A. Asbestos Containing Materials: Sampling for asbestos containing materials occurred previously at each facility. ACMs were found at Walton Middle School and the reports are included as an appendix to this manual. Should suspect material be encountered during the course of roofing operations at either of the other two locations, immediately notify the ACPS Project Manager and the Architect.
- B. Paint and Chemical Disposal: All surplus paint and other chemicals must be removed offsite by the Contractor. If these materials are left behind, hazardous waste disposal fees may be deducted from contractor payment. All chemicals must be clearly labeled and properly managed.
- C. Recycling: All construction and demolition debris will be recycled to the greatest extent possible. Weigh tickets will be submitted to the Owner, stating when and in what quantities material was recycled.
- D. Adverse Weather Days: Refer to Albemarle County Construction Contract General Conditions, Section 6 (c). The monthly adverse weather days are cumulative for the length of the project, and will be awarded after Substantial Completion has been met. For the purpose of roofing projects, adverse weather days will be granted with a 35% chance of precipitation or greater, as posted at 6:00 am on the day in question on WeatherUnderground.com's Charlottesville, Virginia web page. If the Contractor elects to

proceed with demolition and open the roof on a given day, claim of adverse weather day will be denied. Central Virginia is subject to passing showers daily during summer months, these brief periods of precipitation do not constitute adverse weather days. The Contractor is responsible for providing and enacting a plan to keep the building, work in progress, and materials dry during such occurrences. The A/E and the Owner's Representative will have final jurisdiction on the award of claimed adverse weather days, without provisions for appeal.

1.11 PROJECT CLOSEOUT

- A. Completion Deadlines: The deadline for Substantial and Final Completion shall be 4:00 pm on the dates as noted in the Supplemental General Conditions.
- B. Access to site on and after August 8, 2022: The schools will be staffed as of August 9, 2022. Acceptable hours for work after that date, regardless of reaching Substantial Completion or not, is restricted to before and after teachers and students occupy the building during weekdays, and on weekends. Exceptions may be made with permissions from the Owner's Representative, the A/E, and school administrative staff.

1.12 LIQUIDATED DAMAGES

- A. Liquidated Damages shall be assessed per each individual project site location. Site locations are as listed below:
 - 1. Henley Middle School
 - 2. Walton Middle School
 - 3. Western Albemarle High School Phase 1
 - 4. Western Albemarle High School Phase 2

1.13 ALBEMARLE COUNTY SPECIAL CONDITIONS

- 1. Worker Standards of Conduct/Dress – Hard hats, safety shoes, appropriate shirts and pants are required at all times. Smoking is prohibited on school property. There is to be no contact or harassment of any kind between workers, teachers and students. Only the project superintendent may contact the school staff if necessary. Violence, Swearing, Drugs, Alcohol, Firearms and Weapons are prohibited on school property. Any workers violating these standards of conduct shall be ordered off the site and not allowed to return.
- 2. Workers shall wear identification indicating the company that employs them while working in an occupied school, even during summer months.
- 3. Drawings and/or Specifications – Any Additional Instructions by Architect/Owner to explain drawing and specifications shall be binding on Contractor.
- 4. The Contractor (or his designated sub-contractor) shall obtain and pay the fees for all permits necessary for the construction of the project, unless specifically stated otherwise. The Owner will pay for the County Building Permit fees, and the Contractor shall obtain the permits. The Owner will pay for water and sewer connection fees, and the contractor shall obtain the permit. The Contractor shall pay for the tapping fee whether done by himself or pay the Service Authority to make tap. Fees for all bonds (excluding erosion control bonds) will be the sole responsibility of the Contractor. It is the responsibility of the Contractor to determine which permits are necessary. The Owner will pay for the permanent connection to franchised utility companies, electric service, and gas service. The Contractor shall coordinate and schedule all permanent utility service work.

5. Regarding asbestos work, the general contractor shall be responsible for submitting any required notices to all appropriate regulatory agencies, and shall do so within the required timeframe.
6. Contractor's staging area, protective barriers and safety fencing, employee parking, loading access and stockpiling of soils (*where applicable*) shall be as shown on the plans or as approved by Owner.
7. Contractor's staging area and general construction site shall be kept neat and clean so that grass is cut and debris and trash is removed on a weekly basis if not more frequently.
8. Safe access to the designated areas adjacent to the construction area must be maintained at all times for pedestrians and maintenance vehicles.
9. Liquidated Damages: Shall be in accordance with the Supplementary General Conditions.
10. Section 01200 Project Meetings and Section 01300 Submittals are to include the following:
 - 1) Bi-Monthly Job-Site meetings
 - 2) The Contractor's project superintendent shall provide the Architect and Owner with copies of his daily report on a weekly basis including manpower per trade, job progress, weather and activities.
11. Application for Payment and payments shall be delayed when project is not in compliance with Erosion Control Plan, permits, or any related instructions given by Owner. Lack of Project Cleanliness may also delay payment. Weekly broom cleaning required for interior renovations.
12. The Contractor shall coordinate all construction operations and deliveries with the school activity schedule.
13. Contractors Work within the Existing and Functioning School Area shall be limited to when school is not in session (i.e. during summertime and/or after hours). Excessively noisy work or work producing noxious fumes adjacent to classrooms in session may also be subject to work after regular hours.
14. Hours of work will be limited for projects with exterior work areas, noisy loading or unloading, and work with close neighbors who could be adversely effected.
15. At the completion of the project and before the Final Application for Payment will be approved, Contractor shall provide the Owner written statement certifying that the work is asbestos free.
16. UL Labels are required on all electrical and mechanical equipment. If unlabeled equipment is delivered to the job site, Contractors shall remove and replace with properly labeled equipment or shall pay for UL field testing to properly label prior to payment being made such equipment.
17. Testing/Special Inspections - Owner shall obtain and pay for testing and special inspections services. The Contractor shall pay for any required re-testing due to failed initial tests. Special Inspectors instructions shall be binding on the Contractor. Contractor shall call the testing company designated by the Owner and coordinate any special inspections. Contractor shall provide the Special Inspector with any necessary equipment, such as ladders, scaffolding, etc. for inspection purposes. At the completion of the project and before the Final Application for Payment will be approved, all deficiencies on any special inspection reports, shall be remedied.
18. Building Inspections Department – The Contractor shall call for inspections. Requests for fire alarm inspections require several days advance notice. Fire alarm inspection requests shall be made and coordinated by the Contractor with assistance of all related trades such as fire alarm, mechanical and automatic control system subcontractors. A successful dry run test must be made and witnessed by the Owner's representative before calling a County Inspection.

19. Retainage shall be 5%, and will not be reduced until the HVAC Testing and Balancing report is approved by Architect and Owner. All Owner training, Owner manuals, spare parts and warranties are also to be received and approved by Architect and Owner and before retainage is released.

20. Building security is the responsibility of the Contractor until final acceptance.

21. The Contractor shall provide approved, framed, operating and maintenance instruction, wiring diagrams and control diagrams as applicable:

Sprinkler System	Fire Alarm System	Telecommunication System
Heating	Ventilating System	Sound System
Fans	Pumps	Motors
Generator	Energy Management	Other Alarms

Any other items or systems required but not specifically listed.

22. Constructor to provide comprehensive training and equipment demonstration for the Owner's designated representatives and the Contractor shall schedule at least 2 weeks in advance for Owner's coordination review and approval.

23. Fire Protection System (Fire Sprinkler) shop drawings and hydraulic calculations shall be prepared, certified and stamped by a professional engineer, licensed in the state of Virginia, at the Contractor's expense.

24. Cleaning during construction: Areas of work shall be cleaned broom clean at least weekly to minimize tracking dirt; Owners existing equipment and facility shall be protected from dust, splash or splatter and cleaned or replaced to return to pre-construction conditions.

25. Final Cleaning to be performed to the Owner's satisfaction. If unsatisfactory cleaning is not remedied within 24 hour written notice to Contractor from Owner, Owner shall complete and deduct from Contractor's final payment.

26. Weather Days: shall be counted cumulatively for the project duration and agreed upon monthly in the pay meeting notes, never to shorten the duration.

END OF SECTION 01000

SECTION 01010 - LIST OF DRAWINGS

BURLEY MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT

COV COVER

A-1 ROOF PLAN, NOTES, AND DETAILS

A-2 SITE PLAN AND DETAILS

A-3 DETAILS

A-4 WIND ZONES

SECTION 01300 - SUBMITTALS

1.0 GENERAL

A. RELATED DOCUMENTS

1. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

B. SUMMARY

1. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - a) Contractor's construction schedule.
 - b) Submittal schedule.
 - c) Shop Drawings.
 - d) Product Data.
 - e) Samples.
2. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - a) Permits.
 - b) Applications for payment.
 - c) Performance and payment bonds.
 - d) Insurance certificates.
 - e) List of Subcontractors.
3. The Schedule of Values submittal is included in Section "Project Meetings and Payments".
4. Inspection and test reports are included in Section "Quality Control Services".

C. SUBMITTAL PROCEDURES

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - a) Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - b) Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

- (1) The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - c) Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - (1) Allow one week for initial review for all submittals. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - (2) If an intermediate submittal is necessary, process the same as the initial submittal.
 - (3) Allow three days for reprocessing each re-submittal.
 - (4) No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
2. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- a) Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - b) Include the following information on the label for processing and recording action taken.
 - (1) Project name.
 - (2) Date.
 - (3) Name and address of Architect.
 - (4) Name and address of Contractor.
 - (5) Name and address of subcontractor.
 - (6) Name and address of supplier.
 - (7) Name of manufacturer.
 - (8) Number and title of appropriate Specification Section.
 - (9) Drawing number and detail references, as appropriate.
3. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. **Transmit each submittal from Contractor to Architect using a transmittal form, with copy of transmittal to the Owners Representative.** Submittals received from sources other than the Contractor will be returned without action.
- a) On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

D. CONTRACTOR'S CONSTRUCTION SCHEDULE

1. Milestone Schedule: Prepare a fully developed, horizontal bar- chart type Contractor's construction schedule. Submit within 10 days of the award of Contract.
 - a) The following information shall be indicated; Mobilization, demolition and preparatory work, installation work, punch list and cleanup. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
 - b) Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - c) Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence
 - d) Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 - e) Indicate completion in advance of the date established for Substantial Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates.
 1. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

E. SUBMITTAL SCHEDULE

1. After development and acceptance of the Contractor's construction schedule, prepare a complete list of submittals. Submit the lists within 3 days of the date required for establishment of the Contractor's construction schedule.
 - a) Coordinate submittal list with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.

2. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 - a) When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
3. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

F. SHOP DRAWINGS

1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - a) Dimensions.
 - b) Identification of products and materials included.
 - c) Compliance with specified standards.
 - d) Notation of coordination requirements.
 - e) Notation of dimensions established by field measurement.
 - f) Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Architect's review; the reproducible print will be returned.
 - g) Final Submittal: Submit 3 blue- or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
 - (1) One of the prints returned shall be marked-up and maintained as a "Record Document".
 - h) Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

G. PRODUCT DATA

1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

- a) Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - (1) Manufacturer's printed recommendations.
 - (2) Compliance with recognized trade association standards.
 - (3) Compliance with recognized testing agency standards.
 - (4) Application of testing agency labels and seals.
 - (5) Notation of dimensions verified by field measurement.
 - (6) Notation of coordination requirements.
- b) Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- c) Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
 - (1) Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- d) Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - (1) Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - (2) Do not permit use of unmarked copies of Product Data in connection with construction.

H. **SAMPLES**

- 1. Submit samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

I. **ARCHITECT'S ACTION**

- 1. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - a) Compliance with specified characteristics is the Contractor's responsibility.
- 2. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

- a) Final Unrestricted Release: Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
- b) Final-But-Restricted Release: When submittals are marked "Approved as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
- c) Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - (1) Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
- d) Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

2.0 PRODUCTS (Not Applicable).

3.0 EXECUTION (Not Applicable).

END OF SPECIFICATION SECTION 01300

SECTION 01400 - QUALITY CONTROL AND TESTING AND INSPECTION SERVICES

1.1 GENERAL

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to fabrication and installation procedures.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Architect, County, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 RESPONSIBILITIES

- A. Albemarle County testing and laboratory services: The County shall employ and pay for independent testing and laboratory services, as specified in individual Specification Sections and as required under Chapter 17 Structural Tests and Inspections of the current Virginia Uniform Statewide Building Code, and required by the other governing authorities, except where they are specifically indicated to be the Contractor's responsibility, or are provided by another identified entity.
- B. Contractor Responsibilities:
 - 1. The Contractor shall employ and pay an independent agency, to perform inspections, tests, and similar quality control services which are designated in the technical specifications as a Contractor requirement to provide.
 - 2. Where the County has engaged a testing agency or other entity for testing and inspection of a part of the Work and the Contractor is also required to engage an entity for the same or related element; the Contractor shall not employ the entity engaged by the County unless otherwise agreed in writing with the County.
 - 3. Failure and Re-testing: Regardless of the original assignment of responsibility for inspection, testing or similar services, the Contractor shall be responsible for re-testing where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements. Removal and replacement Work necessitated by such noncompliance shall be at the Contractor's expense. When inspections or tests cannot be performed after proper notification and at the fault of the Contractor, rescheduling costs will be the Contractor's responsibility.
 - 4. Coordination: Regardless of the original assignment of responsibility for inspection, testing or similar services, the Contractor shall coordinate, with each agency engaged to perform inspections, tests and similar services, the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor shall coordinate with each agency activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for:
 - a. Scheduling times for inspections, tests, taking samples and similar activities.
 - b. Notifying the Architect/Engineer and testing agency 48 hours in advance of operations requiring testing services.

- c. Providing incidental labor and facilities to facilitate inspections, tests, sample taking and appropriate sample storage
- 5. Protection and Repair: Regardless of the original assignment of responsibility for inspection, testing or similar services, repair and protection are the Contractor's responsibility. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Protect construction exposed by or for quality control service activities, and protect repaired construction.

END OF SECTION 01400

SECTION 01500 - TEMPORARY FACILITIES

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities will not be required to be furnished under this Contract. The contractor may connect to the Owner's electrical and water services.
- C. Telephone shall be provided by mobile telephone. The Owner prohibits any telephone wiring to be installed at the site by the Contractor.
- D. Security and protection facilities required include but are not limited to:
 - 1. Barricades, safety fencing for staging area, and warning signs,
 - 2. Environmental protection.
 - 3. Landscape protection.

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations" and, ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".
- C. Inspections: Coordinate use of utilities with Owner's representative.

2.0 PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

2.2 EQUIPMENT

- A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. The Contractor will be required to furnish self contained toilet units. The Contractor shall furnish soap and toilet tissue for the toilets for the term of the Contract and shall thoroughly clean all toilets before project close out is considered complete.
- C. Drinking Water Fixtures: Containerized, tap-dispenser, bottled drinking-water units, including paper cup supply.
- D. First Aid Supplies: Comply with governing regulations.
- E. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
 - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

3.0 EXECUTION

3.1 INSTALLATION

- A. Locate facilities, fences and barricades where they will serve the Project adequately and result in minimum interference with operation of the building. Coordinate all work with the Owner's Representative.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: The Contractor may connect to the Owner's electric and water service. Coordinate all use of utilities with the Owner's representative and minimize impact on the operation of the building.
 - 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. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
- C. Temporary telephones: The Contractor shall provide a working telephone at all times for contacting the Contractor's Superintendent. A mobile or cellular telephone is acceptable. Provide voice-mail service on superintendent's telephone.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection:
 - 1. Locate fire extinguishers where convenient and effective for their intended

- purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- B. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- C. Staging area shall be delineated with a plastic or nylon gridded safety fence colored safety orange. Fence shall be approximately six feet tall. Safety fence location is shown on the drawings. Fencing shall encompass entire staging area.
- D. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.
- E. Tree, Plant, Lawn & Grass Protection: Install temporary barriers to protect play field lawns and grasses and other vegetation from construction damage. Protect root systems from damage, flooding and erosion.

3.4 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use staging area.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal:
1. At Substantial Completion, clean entire area of construction debris. Repair any damage to existing building and/or grounds. Reseed or sod grass that is damaged during construction.

END OF SECTION 01500

SECTION 01700 - PROJECT CLOSEOUT

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Maintenance submittal.
 - 4. Submittal of warranties.
 - 5. Submittal of weigh tickets (recycling confirmation).
 - 6. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through -16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 4. Submit record drawings, maintenance manuals, and similar final record information.
 - 5. Complete final clean up requirements.
 - 6. Submit form AC-13.2a.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
 4. Submit consent of surety to final payment.
 5. Submit a final liquidated damages settlement statement.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 7. Submit form AC-13.2.
 8. Submit certification that County Building Inspection has been completed and accepted.
- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
 1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Maintenance Manuals: Organize two (2) copies of maintenance data into suitable sets of

manageable size. Bind properly indexed data in individual heavy-duty ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions. Provide a telephone number to call should warranty problems arise. Provide a number for business hours and a non-business hour contact number.
2. Copies of warranties. Copies of membrane company's warranty and roofing contractors two year warranty.
3. Inspection reports.
4. Shop Drawings and Product Data.

2.0 PRODUCTS (Not Applicable)

3.0 EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Maintenance Instructions: Include a detailed review of the following items:

1. Maintenance information.
2. Record documents.
3. Warranties and bonds.

3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions.
- B. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner. Do not place any materials in storm drains.

END OF SECTION 01700

SECTION 01740 - WARRANTIES AND BONDS

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section "Project Closeout."
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective

Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. **Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.**
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
 - 1. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.

2.0 PRODUCTS (Not Applicable).

3.0 EXECUTION

3.1 SCHEDULE OF WARRANTIES

- A. Schedule: Provide warranties and bonds on products and installations as specified in each individual specification section.

END OF SECTION 01740

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.0 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions and Division 1 Specification Sections, apply to this Section.

1.1 SUMMARY

- A. This Section requires the selective removal and subsequent offsite disposal of the following:
 - 1. Existing membrane systems, flashings, fasteners, and all related materials, as indicated on drawings and as required to accommodate new roofing and flashing installation.
 - a. Refer to drawings and Division 1 Specification Section "Summary of the Work" for existing roof system and materials.
- B. Extent of selected demolition is indicated on the drawings and is not limited to the above general description of work.

1.2 JOB CONDITIONS

- A. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect Owner's normal operations.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
- C. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of building.
 - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 3. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 - 4. Remove protections at completion of work.
- D. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- E. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
 - 1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- F. Utility Services: Maintain all existing utilities and protect them against damage during demolition operations.
- G. Comply with governing regulations pertaining to environmental protection.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 - 1. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- C. Protect all site improvements, including plants, from damage due to removal of demolished materials from roof area. Remove demolished materials from roof directly to containers for transport from site; do not place, drop, or throw demolished materials onto grass areas, planting beds, or sidewalks.

3.2 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Demolished materials shall be moved directly to containers upon removal; containers shall be replaced or emptied as soon as practicable when full. All debris on the site shall be moved to proper containers on a daily basis.
 - 1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
 - 2. Burning of removed materials is not permitted on project site.
 - 3. All demolished materials are to be legally disposed of offsite.

3.3 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
 - 2. Repair all damage to site resulting from demolition operations, including replacement of damaged plant materials.

END OF SECTION 02070

SECTION 05513 METAL STAIRS AND LADDERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aluminum fixed vertical ladders.

1.2 RELATED SECTIONS

- A. Section 07530 – EPDM Membrane Roofing: Roof curb flashing.

1.3 REFERENCES

- A. ANSI A14.3: Ladders - Fixed - Safety Requirements.
- B. OSHA 1910.27: Fixed Ladders.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data : Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings for Ladders:
 - 1. Plan and section of ladder installation.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products until installation inside under cover. If stored outside, under a tarp or suitable cover.

1.6 WARRANTY

- A. Limited Warranty: Five years against defective material and workmanship, covering parts only, no labor or freight. Defective parts, if deemed so by the manufacturer, will be replaced at no charge, freight excluded, upon inspection at manufacturer's plant which warrants same.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Acceptable manufacturers:
- a) ACL Industries, Inc.
 - b) Alco-Lite Industrial Products.
 - c) Halliday Products.
 - d) O'Keeffe's Inc.
 - e) Precision Ladders, LLC.
 - f) Royalite Manufacturing, Inc.
 - g) Thompson Fabricating, LLC.

2.2 ALUMINUM FIXED VERTICAL LADDER

- A. Aluminum Fixed Vertical Ladder and Components: Ladder, cage, rest platforms, floor mounting brackets, security doors, walk-thru, and side rails.
- 1. Capacity: Unit shall support a 1500 lb (680 kg) loading without failure, and individual treads shall withstand a 3,000 lb (1361 kg) loading without failure.
 - 2. Performance Standard: Units designed and manufactured to meet or exceed ANSI A14.3 and OSHA 1910.27.
- B. Components:
- 1. Ladder Stringer: 2-1/2 inch by 1-1/16 inch by 1/8 inch (64 mm by 27 mm by 3 mm) extruded 6005-T5 aluminum channel. Pitch: 90 degrees.
 - 2. Ladder Tread: 2-1/4 inch by 3/4 inch by 1/4 inch (57 mm by 19 mm by 6 mm) extruded 6005-T5 aluminum with deeply serrated top surface.
 - 3. Ladder Mounting Bracket: 8-1/2 inch by 2 inch by 3 inch by 1/4 inch thick (216 mm by 51 mm by 76 mm by 6 mm) aluminum angle.
 - 4. Walk-Thru:
 - a. Hand Rails: 1-1/4 inch (32 mm) aluminum square tube with rounded edges.
 - b. Mounting Brackets: 4 inch by 4 inch by 1/4 inch (102 mm by 102 mm by 6 mm) aluminum.
 - c. Side Rails: 42 inch (1067 mm) side rail extension for through ladder exits.
 - 5. Finishes:
 - a. Standard: Mill finish on aluminum ladder components.
 - 6. Security Door: 0.125 inch (3 mm) 3003-H14 aluminum panel 84 inches (2134 mm) tall with padlock provision.
 - 7. Fall Prevention System: Complete system with rail, sleeves, and harness to limit any fall to 6 inches (152 mm) or less.
 - a. Required on any ladder servicing a distance equal or exceeding 24'-0" from lower roof surface to top of ladder landing platform.

2.3 FABRICATION

- A. Completely fabricate ladder ready for installation before shipment to the site.
- B. Completely fabricate handrail components and ship to site ready for field assembly and attachment to ladder.

PART 3 EXECUTION

3.1 EXAMINATION

- A. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Examine materials upon arrival at site. Notify the carrier and manufacturer of any damage.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07530 - EPDM MEMBRANE ROOFING

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The Base Bid consists of removing existing roof system and insulation to roof deck, furnishing and installing a fully adhered EPDM roofing system with all associated requirements of other sections, including the requirements of Division 1.
- B. Bid Additive Items:
 - 1. Not Applicable
- C. Types of roofing systems specified in this Section using single ply roofing membranes include the following:
 - 1. Fully adhered EPDM system.
- D. Roof insulation and related fasteners associated with the EPDM roofing are specified in this Section.
- F. Wood nailers, blocking, and other related items are specified in this Section.
- G. Demolition of existing EPDM system specified in this Section.
- H. The Contractor will be responsible for disconnecting and reconnecting electrical and HVAC equipment, if such work is required for installation of the new roof. Coordination with Albemarle County Public Schools personnel is required, as building will be occupied during roofing operations.
- I. Metal accessories, including gravel stops, coping and counter flashing repairs are specified in another Division 7 Section.
- J. Adjoining and adjacent roof sections are not included in this project. Contractor shall be responsible for any damage to these sections occurring as direct result of construction operations associated with this project.

1.3 SUBMITTALS

- A. General: Submit the following according to Conditions of Contract and Division 1 Specification Sections.
- B. Product data, installation instructions, and specific recommendations from manufacturer of EPDM system that is warranting the installation. Include data substantiating that materials, warranty, and installation methods comply with requirements of this Specification.
- C. Shop drawings showing roof configuration, sheet layout, seam locations, colors (as applicable), details at perimeter, details of pitch pockets, details of wall connections, and details of all special conditions.

- D. Pre-roofing conference records.
- E. Test data for pullout resistance of mechanical fastened systems.
- F. Certification that materials comply with local VOC limitations.
- G. Certification that roofing contractor's mechanics have been trained and/or certified in proper installation by the roofing materials manufacturer that is warranting the system. The letter shall designate the name of the foreman for the project and indicate when and where the EPDM foreman was trained by the company warranting the EPDM installation.
- H. Certification from the company issuing the EPDM warranty that the EPDM contractor is an acceptable and approved membrane installer and that the Contractor has satisfactorily installed at least 2,500 squares of warranted EPDM within three years of the bid date with the same company that will be warranting the EPDM installation.
- I. Furnish a letter from the company issuing the warranty that the contractor has met the inspection performance criteria to qualify as one of the following:
 - Carlisle - ESP Contractor (Excellence in Single Ply), Centurion or Hall of Fame
 - Versico - Excaliber Contractor
 - Firestone - Master Contractor or Partners in Quality
- J. Certification that the EPDM system achieves the specified wind rating, based upon ASCE 7-16 and ANSI/SPRI WD-1 for Exposure "C", Risk Category III/IV.
- K. Certification the company issuing the warranty the company maintains an adequate warranty reserve fund. The information shall include a ten year claims history.
- L. Certification from the EPDM company that the fasteners are capable of providing a minimum static back-out resistance of 250 pounds.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Obtain all single ply membrane roofing and all warranted accessories from a single source. Provide secondary materials as recommended by the EPDM company that is warranting the installation.
- B. Installer: Engage an experienced Installer that has specialized in installing EPDM roofing systems similar to those required for this Project. Installer shall have installed a minimum of 2500 squares of warranted EPDM within three years of the bid date with the company issuing the warranty. Installer must be acceptable to and licensed by manufacturer of primary roofing material that is issuing the warranty for this installation.
- C. Installer: Engage an Installer that has met the inspection performance criteria to qualify as one of the following:
 - Carlisle - ESP Contractor (Excellence in Single Ply), Centurion or Hall of Fame
 - Versico - Excaliber Contractor
 - Firestone - Master Contractor or Partners in Quality
- D. Work associated with single ply membrane roofing, including (but not limited to) insulation, flashing, roof treads, and membrane sheet joint sealers, is to be performed by Installer of this Work.
- E. Pre-roofing Conference: Before installing roofing and associated Work, meet at each jobsite

with installer, roofing manufacturer, Owner's representative, and other entities concerned with roofing performance, including governing authorities, Architect, and Owner. Provide at least 72 hours advance notice to participants prior to convening Pre-roofing conference.

- F. UL Listing: Provide labeled materials that have been tested and listed by UL in "Building Materials Directory" or by other nationally recognized testing laboratory for Class A rated materials/system.
- G. At all times a foreman, certified by the company warranting the EPDM system, shall be present on the site.
- H. The EPDM system shall achieve a wind rating in accordance with ASCE 7-16 and ANSI/SPRI WD-1 for Exposure "C", Risk Category III/IV and as tested under the standards of ANSI/FM 4474.
- I. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the company issuing the warranty in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the owner at least (72) hours prior to the EPDM company's inspection and arrange for the Owner's representative to be present during this inspection.

1.5 PROJECT CONDITIONS

- A. Weather: Proceed with roofing work when existing and forecasted weather conditions permit work to be performed in accordance with manufacturers' recommendations and warranty requirements.
- B. Substrate Conditions: Do not begin roofing installation until substrates have been inspected and are determined to be in satisfactory condition, by Owner's Representative.

1.6 WARRANTY

- A. Special Project Warranty: Submit two executed copies of 2 year flashing warranty in accordance with the Virginia Roofing Contractors Association.
- B. Two year workmanship Guaranty per the form in this manual.
- C. EPDM Company's Total System Warranty: Submit an executed copy of the EPDM company's Warranty including flashing endorsement, signed by an authorized representative of the EPDM company. Warranty shall cover both labor and material and have no dollar limit on replacement. Provide certification of EPDM company's warranty reserve fund with the warranty. The warranty shall state that, should a leak occur, repairs will be made within 72 hours of notification. An original copy of a letter from the EPDM company, to the owner, stating acceptance of the 72 hour repair requirement will be acceptable.
- D. EPDM Total System Warranty Period: Twenty (20) years from date of Substantial Completion.

- E. If for any reason this warranty cannot be issued because of the details or specifications for this project, the contractor will notify the Architect, in writing, in advance of beginning the roof work. The Contractor shall have the full and complete assurance from the manufacturer that the roofing will be warranted upon completion if properly installed. Deficiencies found by the manufacturer will be brought to required levels of acceptability by the Contractor at its expense so as to complete requirement for issuance of the warranty. No additional compensation will be paid to the Contractor to make changes in the specifications or details. The contractor, in his most professional capacity, is to understand the requirements of the manufacturer and the owner in preparation of the bid. In the event a conflict between the specification and detail requirement and the requirement and detail if a particular manufacturer should occur, the more stringent of the two shall apply. Some sections of the specifications may exceed the manufacturer's requirements, they are intended to interface with the manufacture's normal details and must be accomplished in compliance and conjunction with the warranty.
- F. The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

1.7 CLEAN UP

- A. Upon completion, all trash and excess material are to be removed from the site. Staging area and area used for access to the building shall be thoroughly cleaned of materials, dirt, spills, etc. Reseed area where disturbed by the work. Clean all glass and replace any glass that may be scratched by the work.

1.8 REPAIRS

- A. A function of this Contract will be for the contractor, during the first (2) two years to respond within 48 hours to alleged leaks noticed by the Owner. If the leak source is generated from somewhere other than the new roof system, the contractor will be appropriately compensated. If the leak is determined to be from the new roof system the contractor shall make immediate temporary repairs and shall make permanent repairs within 14 calendar days. To be compensated for time spent investigating leaks from other sources the contractor must document time spent on-site and have his time card signed by the owner's representative at the time of the event and the Contractor must identify the source of water infusion. Failure to do so will negate his opportunity to receive compensation.

2.0 PRODUCTS

2.1 GENERAL

- A. Performance: Provide roofing materials identified to be of the type indicated and tested to show compliance with required performances.
- B. Compatibility: Provide products recommended by manufacturers to be fully compatible with indicated substrates. Provide separation materials as required to eliminate contact between incompatible materials.

C. Membrane roof assembly shall achieve a minimum roofing fire classification code of Class A, as defined in the VUSBC, 2012.

2.2 EPDM MEMBRANE

A. General: Ethylene propylene diene monomers formed into uniform, flexible sheets, complying with the minimum physical properties of ASTM D 4637, Type II, Black. Additionally, as a component of the roof assembly, the membrane shall comply with the uplift standards of ANSI/FM 4474. The membrane shall be manufactured in a single panels sized to reduce field splices and intersections. The EPDM shall also comply with the following:

1. Class: Reinforced with polyester fabric.
2. Thickness: 60 mils, nominal (min); 90 mils, nominal (min) – Henley Roofs A & B only.
3. Exposed Face Color: Black.

B. Fully adhered EPDM Membrane: Remove existing roofing and insulation and install new fully adhered EPDM. See drawings for locations.

C. Manufacturers: Subject to compliance with requirements, provide products of one of the following:

1. Carlisle Syntec Systems. Carlisle (60 mil reinforced)
2. Versico (60 mil reinforced)
3. Firestone Building Products Co. MAX (60 mil reinforced)

NOTE: If the EPDM installer wishes to use products other than one of the companies listed above, or a subsidiary of a company listed above (it is acknowledged that Versico is a subsidiary of Carlisle and, as such, has been approved), the Owner must approve the substitution, in accordance with the General Conditions of the Contract for Construction. The base bid is based on the specified systems. In order to consider an alternative system or materials supplier, Bidders shall provide the technical data at least fourteen calendar days prior to date for receipt of bids stating that the alternate system is in every way equal to the specified system, including, but not limited to:

1. EPDM material to be used.
2. EPDM accessories to be used.
3. EPDM details to be used.
4. Verification of EPDM company's training program for mechanics and foremen.
5. Certification of EPDM mechanic's and foreman.
6. Certification that the EPDM system meets the specified wind ratings.
7. Certification of EPDM company's warranty reserve and stipulation as to how administrated.
8. Ten year claims history of EPDM company issuing warranty.
9. Certification that EPDM company's field inspectors are not part of sales staff.
10. EPDM warranty shall not require periodic inspection from company issuing warranty, and shall have "No Dollar Limit" on claims.

NOTE: Alternate systems, manufacturers, or installation methods will not be considered after receipt of bids.

2.3 BASE SHEET (GYSPUM ROOF DECKS ONLY)

A. Base Sheet: Asphalt impregnated and coated with a glass fiber mat reinforcement. Designed to provide superior durability and ease of installation in asphalt roofing systems. Complying

with ASTM D 4601, Type II when tested in accordance with D 146 and with the following additional characteristics:

1. Manufactured for use as a nailable base sheet over gypsum roof decks.
2. Net Dry Mass – Coated Sheet, min.: 23.3 lb/100 ft² (1,122.9 g/m²).
3. Glass Mat Mass, min: 1.9 lb/100 ft² (93.0 g/m²).
4. Nominal Thickness: 55.0 mil (1.4 mm).
5. Sheet Width: 3.3 feet (1 m), nominal.
6. Refer to manufacturer's requirements for fastening patterns.
7. Acceptable Products:
 - a. SBS Base Sheet by Firestone.
 - b. Sure MB 90 by Carlisle
 - c. Sure MB 90 by Versico

2.4 AUXILIARY MATERIALS

- A. Sheet Seaming System: Seven inch wide splice tape shall be used for all field seams. Lap all splices a minimum of six inches. All field seams shall also be stripped with an additional six inch wide cured EPDM. The field seam edge shall be located in the center of the field applied piece of cover EPDM.
- B. Flashing Material: Semi-cured EPDM with factory applied adhesive. Uncured membrane may be used only with the written permission of the Architect.
- C. Pitch pockets: Plastic sections for field assembly with factory applied adhesive strips. Units shall be pressure sensitive. Metal or ceramic pitch pockets shall not be used. Sealer shall be supplied by the EPDM company issuing the warranty.
- D. Rubber Roof Tread: Molded black rubber pads, each 30" X 30" with factory rounded corners. Adhere to EPDM with Splice tape, if treads are not manufactured with tape pre-laminated. Position approximately two inches apart.
- E. Pipe clamp rings: Stainless steel with stainless steel screws.
- F. Mechanical Fasteners:

TYPE A For attachment to wood decking: Manufacturer's steel screws.

TYPE B For termination bar attachment: HP (high performance) Hammer screw expansion anchor with stainless steel drive pin. Minimum pullout resistance of 250 pounds or greater.

TYPE C For poured gypsum and insulating concrete decks: Factory assembled components consisting of galvanized (G90) coated steel tube, designed to penetrate decking, with 2.7" galvalume coated steel disk and precision high tensile strength wire locking staple.

TYPE D For Steel Deck: Fully threaded, black, epoxy electro-deposition coated fastener, designated non thermal bridging (NTB). Pullout shall be a minimum pullout resistance of pounds or greater. Fasteners shall be used with a plate w/knobs designed to resist pullout.

- G. Membrane Adhesive: As recommended by company warranting the EPDM installation for particular substrate and project conditions, formulated to withstand minimum 80-psf uplift

force.

1. Provide adhesives that comply with local requirements limiting amounts of volatile organic compounds.
 2. Provide adhesives for black membrane.
 3. Wherever possible use membrane with factory applied 6" wide seam tape.
- H. Wood nailers: No. 2 or better SYP treated with Wolman wood preservative in accordance with specification for treatment of Koppers Co., Inc. Retention shall be .036 pounds per cubic foot of wood. Lumber shall be air seasoned after treatment to a 15% moisture content. Creosote and asphaltic preservatives shall not be used.
- I. Reinforced Termination Strip: (RTS): Six inches wide, 100 foot long strips of polyester reinforced EPDM, pressure sensitive.
- J. Plumbing vent flashing: Factory preformed units. Use field formed units only where approved by the Architect.
- K. EPDM splice cleaners, sealers, primers, and adhesives shall all be the products of the company warranting the EPDM system. Use products manufactured for black roofing.
- L. Uncured EPDM for outside corner flashing.
- M. Fall Arrest Roof Top Anchors: Guardian CB-18, basis of design. Equals will be considered at time of submittal review. Install per manufacturer's instructions at locations noted on drawings.
- N. Extensions for plumbing vents shall be Schedule 40 PVC with no hub connection utilizing stainless steel tension bands.
- O. Drain inserts: Sized for existing drain pipes - field verify. Retrofit drain inserts shall have a 14" cast aluminum strainer and have a self sealing clamp mechanism with urethane sealer to guarantee a watertight seal. Drain insert shall be a part of the roofing system warranty.
- P. Sealants: Manufacturer's lap sealant for seams, flashings, and tapes. Urethane universal sealant for top tray of termination bar and backer plate beads. Refer to 2.13 for urethane sealant specifications.

2.5 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Dressed sizes of green lumber are larger than dry lumber in DOC PS 20.
 3. Provide dressed lumber, S4S, unless otherwise indicated.
 4. Verify availability of below. Lumber more than 2 inches nominal (38 mm actual) in thickness is typically shipped green.
 5. Provide dry lumber with 15 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.
- B. Wood Structural Panels:

1. DOC PS 2 is a performance-based standard that does not include requirements for grades of veneers.
2. Plywood: DOC PS 1.
3. Thickness: As needed to comply with requirements specified but not less than thickness indicated.
4. Factory mark panels according to indicated standard.

2.6 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA C2 (lumber) and AWWA C9 (plywood),
 1. Preservative Chemicals: Acceptable to authorities having jurisdiction.
- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat the following:
 1. All dimension lumber and panel products shall be preservative pressure-treated, except where indicated on the drawings to be fire-retardant treated.

2.7 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Provide materials that comply with performance requirements in AWWA C20 (lumber) and AWWA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
 1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
 2. Use treatment that does not promote corrosion of metal fasteners.
 3. Use Exterior type.
- B. Application: Treat the following:
 1. All dimension lumber and panel products shall be fire-retardant treated at construction or details **that penetrate structural roof decks**, and as indicated on the drawings.

2.8 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
- B. Framing, decking, and miscellaneous blocking: Construction or No. 2 grade and any of the following species:
 1. Any wood species listed by PS 20.

2.9 PANEL PRODUCTS

- A. Miscellaneous Concealed Plywood: Exterior sheathing, thickness as indicated but not less than 3/4 inch.

2.10 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Provide fasteners of AISI Type 304 stainless steel.
 - 2. Use power-driven screw-type fasteners to fasten wood to wood, wood to concrete, and wood to masonry.
 - a. 3/16-inch diameter, hex-head stainless steel screws: 410 Stainless Steel Tapcon by ITW Buildex or approved equivalent. Length of fastener as required to provide 1-inch minimum fastener embedment in substrate.

2.11 INSULATING MATERIALS

- A. General: All new insulation board shall be polyisocyanurate, as follows:
 - 1. Compatibility: Provide products that are recommended by manufacturers to be fully compatible with indicated substrates, or provide separation materials as required to eliminate contact between incompatible materials.
 - 2. Polyisocyanurate Board Roof Insulation: Rigid, cellular thermal insulation with polyisocyanurate closed-cell foam core and manufacturer's standard facing laminated to both sides; complying with ASTM C1289; minimum compressive strength 20 psi.
 - 3. Subject to compliance with requirements, provide one of the following:
 - a. Polyisocyanurate HP; Carlisle Syntec Systems
 - b. ISO 95+; Firestone Building Products Co.
 - c. Versico ISO; Versico Roofing Systems
 - 4. All areas shown on the drawings shall have all existing insulation and roofing removed and new insulation and fully adhered EPDM installed.
 - 5. Consult drawings for thicknesses required and location of tapered insulation board.
- B. General: Provide insulating materials to comply with requirements indicated for materials and with referenced standards in sizes to fit applications indicated, selected from manufacturer's standard thicknesses, widths, and lengths.
 - 1. For flat decks, provide base layers of flat insulation in (3) three layers of 1 ½" thickness each, stagger joints both ways. Total base layers of insulation shall equal 4.5" in thickness excluding tapered insulation. Roofs with sloped roof decks shall receive (4) four layers of 1 ½" thick flat insulation, or (3) layers of 2.0" flat insulation. Roofs over unconditioned spaced, such as canopies, may have one layer of 1 ½", refer to drawings for locations.
 - 2. Insulation shall be continuous. Gaps between units shall be less than 1/4 inch in width.
 - 3. Provide tapered insulation for crickets at drain valleys, as indicated on drawings. All areas indicated as sloped on plans shall receive tapered insulation.
 - 4. Polyisocyanurate Board Roof Insulation: Rigid, cellular, thermal insulation with polyisocyanurate closed-cell foam core and manufacturer's standard facing laminated to both sides; complying with FS HH-I-1972/2, Class 1, grade 2 density of 20psi.
 - 5. At steel roof decks, insulation shall be secured by mechanical fasteners and pressure plates, as specified. Maximum board size shall be 4'-0" x 8'-0".
- C. Tapered insulation shall be of polyisocyanurate with a taper of 1/8" in 12" (refer to drawings for locations). Crickets shall be polyisocyanurate with a taper of 1/4" in 12" (refer to drawings).

2.12 AUXILIARY INSULATION MATERIALS

- A. Adhesive for Bonding Insulation: Type recommended by insulation manufacturer and complying with fire-resistance requirements. Heated, low rise spray adhesives will not be considered for this project. Asphalt will not be considered for this project.
- B. Mastic Sealer: Type recommended by insulation manufacturer for bonding edge joints and filling voids. Use white sealant.
- C. Mechanical Anchors: Corrosion-resistant type as recommended by insulation manufacturer for deck type and complying with fire and insurance wind-uplift rating requirements.
- D. All components of the EPDM system shall achieve a wind rating in accordance with ASCE 7-16 and ANSI/SPRI WD-1 for Exposure "C", Risk Category III/IV and as tested under the standards of ANSI/FM 4474.

2.13 UNIVERSAL SEALANT

- A. Urethane, Immersible, S, NS, 25, T, NT, I: Immersible, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T, NT, and I.
 - (1) Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Corporation; MasterSeal NP1.
 - b. Pecora Corporation; Dynatrol I-XL.
 - c. Tremco Incorporated; Vulkem 116.
 - d. Roofing manufacturer's universal sealant.

3.0 EXECUTION

3.1 REMOVAL OF EXISTING ROOFING

- A. The existing low slope roofs are detailed for each roof section on each facility's drawing set.
- B General: The entire area to be reroofed will have all insulation and membrane removed and receive new warranted fully adhered EPDM membrane.
- C. The Owner has tested for asbestos containing materials, and ACMs were found at Walton and Burley Middle Schools. Refer to Appendix A for abatement requirements. Based on the Owner's knowledge of the existing roofing materials, there are no old asbestos-containing materials present on roofs at the other two facilities. However, should the contractor encounter any old built-up bituminous roofing materials, old fibrous patching cements, etc., during the tear-off of the existing roof structure, he shall contact the Owner's Representative prior to any disturbance of these materials. The Owner's Environmental Consultant shall test the suspect roofing materials, and if they are determined to contain asbestos, an appropriate change order for their proper removal will be considered.
- D. Care shall be taken not to damage the structural deck below existing roofing.
- E. Do not pile trash on roof.
- F. Take measures necessary to ensure that loose materials and debris does not fall onto the ground or damage to property or persons using the structure.
- G. Dispose of all material in a legal manner. All tipping fees and hauling expenses shall be included with the work of this Section.

3.2 PREPARING SUBSTRATE

- A. General: Comply with manufacturers' instructions to prepare substrate to receive single ply membrane system.
- B. Verify that penetrations, expansion joints, and blocking are in place and secured and that roof drains are properly clamped into position.
- C. Clean substrate of dust, debris, and other substances detrimental to single ply system installation. Remove sharp projections.
- D. Should damaged decking be encountered, notify the Owner's Representative at once. Do not proceed until the damaged conditions are reviewed with the Owner's representative.
- E. Prevent compounds from entering and clogging drains and conductors and from spilling or migrating onto surfaces of other work.
- F. Carefully support existing equipment's conduit and condensate lines during installation of new roof. Re-position with new pipe supports upon completion of new work. Contractor must maintain as operational, without interruption, all mechanical unit condensate lines. Contractor must provide Owner with its plan for continuance prior to severing the existing lines.

3.3 ROOF DRAINAGE

- A. Prior to installing new roofing, confirm that all existing roof drains are not leaking and are properly functioning.
- B. Clear all roof drain strainers of gravel, trash and debris.
- C. Test each drainage location by running water through a 3/4" garden hose for thirty minutes. Notify the Owner's representative if this test uncovers a clogged piping or a leak that is not associated with the roofing work. The Roofing Contractor shall provide all hoses necessary for drain testing. Coordinate use of Owner's hose bib with Owner's Representative.

3.4 INSTALLING INSULATION

- A. General: Consult drawings for thickness of insulation. Where insulation is two inches or thicker, install in two layers, or in multiple layers over entire surface to be insulated, cutting and fitting tightly around obstructions. Form cant strips, crickets, saddles, and tapered areas with additional material as shown and as required for proper drainage of membrane.

Stagger joints in one direction for each course. For multiple layers, stagger joints in both directions between courses with no gaps, to form a complete thermal envelope.

- B. Do not install more insulation in a day than can be covered with membrane before end of day or before start of inclement weather. Install only dry insulation. Wet insulation will not be acceptable.
- C. Over the Concrete and Tectum Decks: Install parallel beads of adhesive, 12" apart in the field (6" apart at perimeters, 4" apart in corners) and set the base layer of insulation in adhesive. Glue the top layer(s) of insulation to the base layer with an adhesive approved by the company warranting the roof system. Fan nozzle application of low rise foam will not be accepted on this Project. Asphalt is also not approved for use on this project. Primer may be required by roofing manufacturer for Tectum roofs, and roofs where remnants of asphalt exist.

- D. Over Steel Decks: To mechanically attach insulation and crickets, secure roof insulation to substrate with mechanical anchors of type and spacing indicated but in no case provide less than one anchor per 4 sq. ft. of surface area or less anchorage than required by FM Loss Prevention Data Sheet 1-28 and ASCE 7-10. Provide additional anchorage at perimeters and internal corners as required for warranty.
- E. Over the Gypsum Decks and insulating concrete decks: Install nailable base sheet, with three inch side and end laps. Refer to WAHS Drawing Set, Detail 5/A5-A5 for fastening pattern. Install parallel beads of adhesive, 12" apart in the field (6" apart at perimeters, 4" apart in corners) and set the base layer of insulation in adhesive. Glue the top layer(s) of insulation to the base layer with an adhesive approved by the company warranting the roof system. Fan nozzle application of low rise foam will not be accepted on this Project. Asphalt is also not approved for use on this project.
- F. Substrate shall be dry and free of trash and debris. Do not install insulation of wet or damp decking.
 - G. For tapered insulation: Fasten base layers as indicated in Item "C" or "D" above. Adhere tapered insulation with manufacture approved adhesive. Fan nozzle application of low rise foam will not be accepted on this Project. Asphalt is not approved for use on this project.

3.5 INSTALLING MEMBRANE - GENERAL

- A. General: A foreman trained and certified by the company issuing the EPDM system warranty shall be present at all times that EPDM is being installed.

Install only as much material as can be made watertight at the end of each day's work.

At all times have a contingency plan for making the roof watertight should weather conditions require that the work be suspended on short notice.

- B. Fully Adhered Membrane: Install membrane by unrolling over prepared substrate, lapping adjoining sheets as recommended by company issuing the warranty. Apply adhesive to surfaces to be bonded and roll into place when adhesive has properly cured. Lap all splices a minimum of six inches. Install an EPDM pressure sensitive cover tape, six inches wide, with adhesives factory applied over ALL field seams. Treat seams with special adhesive and apply sealant to exposed sheet edges, tapering application as recommended by manufacturer. Install flashing as recommended by company issuing the EPDM warranty.
- C. Walkway Protection: Install roof walk tread units at locations shown and where required for access to roof mounted equipment. Walkway pads are to be spaced with a two inch gap. Place protection boards carefully to avoid damage to membrane. Walkway pads shall be trimmed back 3" either side of cricket valleys to ensure no restriction in positive drainage.
- D. At the end of each day's work, the contractor shall make a positive, watertight night-seal to insure the protection of materials in place and the interior of the building. Under no circumstances shall the contractor leave the roof open, regardless of forecasted weather conditions. Proper night sealing is defined as complete seal between the new membrane and the existing roof, regardless of existing roofing material. Night seals shall be made in complete accordance with manufacture's guidelines. Under no circumstances shall existing built-up roofing be moved, elevated, or jacked up to facilitate a daily night seal.

3.6 PROTECTING ROOFING

- A. After completing roofing (including associated work), institute appropriate procedures for

surveillance and protection of roofing during remainder of construction period. At the end of the construction period, or at a time when remaining construction will in no way affect or endanger roofing, make a final inspection of roofing and prepare a written report to Owner, describing nature and extent of deterioration or damage found.

- B. Repair or replace (as required) deteriorated or defective work found at the time of final inspection to a condition free of damage and deterioration at the time of Substantial Completion and according to the requirements of the specified warranty.

3.7 STANDARDS FOR INSTALLATION OF FULLY ADHERED MEMBRANE

- A. Manufacturer's requirements and recommendations shall be followed in all respects for installation of membrane materials. In addition to membrane manufacturer's requirements, the following standards and remedial actions are specified for installation of membrane materials as part of the work:

1. Miscellaneous Mechanical Fasteners: Mechanical fasteners for securing insulation to roof decking shall in all cases be driven tight. Loose, overdriven, or backed out fasteners will not be acceptable. If a straightedge is placed over a fastener and that fastener is greater than 1/8-inch above the surface of the surrounding membrane, that fastener shall be considered to be backed out. Loose, overdriven, or backed out fasteners will be repaired in accordance with specification TS 18 in the ARMA/NRCA/SPRI Repair Manual for Low-Slope Roof Systems. Each such repair shall be considered a patch.
2. Field Lap Seams: Field lap seams and seam cover tape shall be installed along straight lines. A four foot straightedge shall be placed along any given section of lap seam or seam cover tape; a variance of more than 1/4-inch in either direction, or a total of 1/4-inch in both directions, shall constitute failure to meet the standards of good workmanship. Sections of membrane with seams not complying with this standard shall be removed and replaced.
3. Wrinkles in Membrane: Field membrane shall be adhered with a minimum of wrinkling. Wrinkles greater than 24 inches in length, or groups of wrinkles which contain a total of 30 inches, shall constitute failure to meet the standards of good workmanship. Wrinkles not complying with this standard shall be repaired in accordance with specification TS 7 in the ARMA/NRCA/SPRI Repair Manual for Low-Slope Roof Systems. Each such repair shall be considered a patch.
4. Cuts and Holes: All cuts and holes in the membrane shall be repaired in accordance with specification TS 3 or 5, as applicable, in the ARMA/NRCA/SPRI Repair Manual for Low-Slope Roof Systems. Each such repair shall be considered a patch.

- B. Replacement of Deficient Field Membrane: Areas of roof membrane containing more than 3 patches in any area of 100 square feet shall be considered defective, and shall be removed and replaced at the direction of the Architect.

END OF SECTION 07530

SECTION 07600 - FLASHING AND SHEET METAL

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental General Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Exposed metal trim, coping, scuppers, gravel stops, and fascia units.
 - 2. Conductor heads, gutters and downspouts
 - 3. Counterflashing
- B. Roofing accessories installed integral with roofing membrane are specified in roofing system sections as roofing work.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
 - 1. Product data, Flashing, Sheet Metal, Fasteners, and Accessories: Manufacturer's technical product data, color selection for pre-finished metals, and general recommendations for each specified sheet material and fabricated product.
 - 2. **Mock-ups of coping, gravel stops, and fascia are required and must be approved by the Architect prior to installation.**

1.4 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.

1.5 PROJECT CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

2.0 PRODUCTS

2.1 SHEET METAL FLASHING AND TRIM MATERIALS

- A. Prefinished Steel: 24 gauge hot dipped galvanized steel (g-90) commercial quality, finished on both sides, one side with Kynar based fluoropolymer 1.0 +/- 0.1 mil total dry film thickness and the reverse side with a wash coat of .3-.4 mil dry thickness. Finish side shall be coated with a liquid applied strippable surface protection.
1. Perimeter, one-piece and two-piece edge flashing/fascia at locations noted on plans. Continuous cleats for securement of flashing shall also be fabricated of hot dipped galvanized steel.
 2. Perimeter coping, with continuous cleats for securement.
 3. Scuppers
 4. Conductor heads
 5. Gutters and downspouts
 6. Counterflashings as noted on drawing sheets
 7. Colors shall be as selected by the Architect from the manufacturer's standard colors to match Phase 1 installation.
 8. Factory baked sheet steel with Kynar finish.
 9. Supply metal with factory finished matching screws, rivets, and accessories. Screws shall have hex heads, size and type as suitable for substrates.
- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 temper, unless otherwise indicated.
1. Manufacturers:
 - a. Hussey Copper Ltd.
 - b. Outokumpu American Brass.
 - c. Revere Copper Products, Inc.
 2. Weight (Thickness): 16 & 20 oz./sq. ft.
 3. Counterflashings as noted on drawing sheets, 16oz.
 4. Scupper sleeves, flanges, trim, 20oz.

2.2 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning,

buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

1. Install 12" wide, concealed backer plates at all joints between sections of fascia or gravel stop. Joints shall be a uniform 1/4", within a tolerance of 1/16". Exposed surface of backer plate shall be the same as the fascia. SMACNA butt joint profile "J2" shall be utilized at all butt joints.
 2. Damaged, scratched, or dimpled sections of prefinished metal shall be replaced prior to installation of roofing membrane flashing. Field touch up painting will not be accepted.
 3. Receiver for fascia/gravel stops shall be continuous.
- B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.
- F. Shop Finish for fasteners: Provide screws, nails, and rivets with same finish as sheet metal.
- G. All sheet metal shall be shop fabricated with all bends brake formed.
- H. Corners and other transition pieces shall be shop-manufactured; joints and seams shall be lapped, riveted, and soldered to form complete, watertight units.

2.3 UNIVERSAL SEALANT

- A. Urethane, Immersible, S, NS, 25, T, NT, I: Immersible, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T, NT, and I.
- (1) Products: Subject to compliance with requirements, provide one of the following:
- a. BASF Corporation; MasterSeal NP1.
 - b. Pecora Corporation; Dynatrol I-XL.
 - c. Tremco Incorporated; Vulkem 116.
 - d. Roofing manufacturer's universal sealant.

3.0 EXECUTION

3.1 INSTALLATION REQUIREMENTS

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA "Architectural Sheet Metal Manual." Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof. Where sheet metal is screw fastened to wood substrate, provide screws at spacing shown on the drawings.

3.2 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Protection: Advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

END OF SECTION 07600

SECTION 07720 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Equipment supports.
 - 2. Roof hatches.
 - 3. Pipe supports.
- B. Related Sections:
 - 1. Division 7 low-slope roofing Sections for roofing accessories.
 - 2. Division 7 Section "Sheet Metal Flashing and Trim" for shop- and field-formed metal flashing, roof-drainage systems, roof expansion-joint covers, and miscellaneous sheet metal trim and accessories.

1.3 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1.4 SUBMITTALS

- A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.
- C. Samples: For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.
- D. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
 - 1. Size and location of roof accessories specified in this Section.
 - 2. Method of attaching roof accessories to roof or building structure.

3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
 4. Required clearances.
- E. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.
- F. Warranty: Sample of special warranty.

1.5 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.6 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 EQUIPMENT SUPPORTS

- A. Equipment Supports: Internally reinforced metal equipment supports capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings; with welded or mechanically fastened and sealed corner joints, integral metal cant, and integrally formed deck-mounting flange at perimeter bottom.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. AES Industries, Inc.
 - b. Curbs Plus, Inc.
 - c. Custom Solution Roof and Metal Products.
 - d. Greenheck Fan Corporation.
 - e. LM Curbs.
 - f. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - g. Pate Company (The).
 - h. Roof Products, Inc.
 - i. Thybar Corporation.
 - j. Vent Products Co., Inc.
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Loads: 1,000 lb
- D. Material: Stainless-steel sheet, 0.078 inch (1.98 mm) thick.
- 1. Finish: Manufacturer's standard
- E. Construction:
- 1. Insulation: Factory insulated with 1-1/2-inch- (38-mm-) thick cellulosic-fiber board insulation.
 - 2. Liner: Same material as equipment support, of manufacturer's standard thickness and finish.
 - 3. Factory-installed continuous wood nailers 3-1/2 inches (90 mm) wide at tops of equipment supports.
 - 4. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as equipment support.
 - 5. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
 - 6. Fabricate equipment supports to minimum height of 12 inches above finished membrane unless otherwise indicated.

2.2 ROOF HATCH

- A. Roof Hatches: Metal roof-hatch units with lids and insulated single-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom.
- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AES Industries, Inc.
 - b. Babcock-Davis.
 - c. Bilco Company (The).
 - d. Bristolite Skylights.

- e. Custom Solution Roof and Metal Products.
 - f. Dur-Red Products.
 - g. Hi Pro International, Inc.
 - h. J. L. Industries, Inc.
 - i. Metallic Products Corp.
 - j. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - k. Naturalite Skylight Systems; Vistawall Group (The).
 - l. Nystrom.
 - m. O'Keeffe's Inc.
 - n. Pate Company (The).
 - o. Precision Ladders, LLC.
- B. Type and Size: Single-leaf lid, 30 by 36 inches (750 by 900 mm)
- C. Loads: Minimum 40-lbf/sq. ft. (1.9-kPa) external live load and 20-lbf/sq. ft. (0.95-kPa) internal uplift load.
- D. Hatch Material: Stainless-steel sheet, 14 gauge thick.
- 1. Finish: Manufacturer's standard
- E. Construction:
- 1. Insulation: Polyisocyanurate board.
 - 2. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
 - 3. Hatch Lid: Glazed, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
 - 4. Curb Liner: Manufacturer's standard, of same material and finish as metal curb.
 - 5. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
 - 6. Fabricate curbs to minimum height of 12 inches (300 mm) unless otherwise indicated.
- F. Hardware: Stainless-steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside and outside.
- G. Safety Railing System: Roof-hatch manufacturer's standard system including rails, clamps, fasteners, safety barrier at railing opening, and accessories required for a complete installation; attached to roof hatch and complying with 29 CFR 1910.23 requirements and authorities having jurisdiction.
- 1. Height: 42 inches (1060 mm) above finished roof deck.
 - 2. Posts and Rails: Galvanized-steel pipe, 1-1/4 inches (31 mm) in diameter or galvanized-steel tube, 1-5/8 inches (41 mm) in diameter.
 - 3. Maximum Opening Size: System constructed to prevent passage of a sphere 21 inches (533 mm) in diameter.
 - 4. Self-Latching Gate: Fabricated of same materials and rail spacing as safety railing system. Provide manufacturer's standard hinges and self-latching mechanism.

5. Post and Rail Tops and Ends: Weather resistant, closed or plugged with prefabricated end fittings.
6. Provide weep holes or another means to drain entrapped water in hollow sections of handrail and railing members.
7. Fabricate joints exposed to weather to be watertight.
8. Fasteners: Manufacturer's standard, finished to match railing system.
9. Finish: Manufacturer's standard
 - a. Color: As selected by Architect from manufacturer's full range

2.3 PIPE SUPPORTS

- A. Light-Duty Pipe Supports: Extruded-aluminum base assembly and Type 304 stainless-steel roller assembly for pipe sizes indicated, including manufacturer's recommended load-distributing baseplate.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Thaler Metal USA Inc.
 - b. Caddy Pyramid
 - c. Erico
 2. Finish: Manufacturer's standard.

2.4 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions.
 - 1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
 - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
 - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
 - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of stainless-steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.
 - 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- C. Equipment Support Installation: Install equipment supports so top surfaces are level with each other.
- D. Roof-Hatch Installation:
 - 1. Install roof hatch so top surface of hatch curb is level.
 - 2. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
 - 3. Attach safety railing system to roof-hatch curb.
 - 4. Attach ladder-assist post according to manufacturer's written instructions.
- E. Pipe Support Installation: Install pipe supports so top surfaces are in contact with and provide equally distributed support along length of supported item.
- F. Seal joints with butyl sealant as required by roof accessory manufacturer.

3.3 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.
- B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Division 9 painting Sections.

- C. Clean exposed surfaces according to manufacturer's written instructions.
- D. Clean off excess sealants.
- E. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07720

APPENDIX A

APPENDIX A

Project Safety Plan

Prior to the Pre-Construction Conference, the contractor shall submit a project safety plan, consisting of the following components:

1. The index of contents contained in the contractor's company safety program;
2. A project-specific Job Hazards Analysis and Job Safety Analysis (JHA/JSA), identifying the job steps, hazards, and actions to eliminate or minimize hazards, for the work required by the contract. Sample forms are attached; any similar/equivalent form may be used, at the Contractor's option.
3. Identification and contact information for the person(s) designated as Competent Person(s) at the project site. Submit training certificates and similar documentation confirming that the person(s) has received training adequate to be deemed Competent. Additionally, the person designated as the Competent Person must have successfully completed the OSHA30 training program.

The Project Safety Plan will be reviewed by the Albemarle County Project Manager. Discussion of the plan will be an agenda item for the Pre-Construction Conference.

The JHA/JSA, and the identification and contact information for the Competent Person, shall be posted at the project site.

The review and discussion of this plan, including any modifications discussed or requested by the Owner, shall not relieve the Contractor of his sole responsibility for health and safety programs for workers and others in connection with the work; refer to the General Conditions of the Construction Contract, Section 18, which shall remain in force.

Attachment: Sample JHA/JSA forms

ACTIVITY HAZARDS ANALYSIS

Overall Risk Assessment Code (RAC)
(Use highest code)

Date: _____ Project: _____

Risk Assessment Code Matrix

	Probability				
	Frequent	Likely	Occasional	Seldom	Unlikely
E = Extremely High Risk	E	E	H	H	M
H = High Risk	E	H	H	M	L
M = Moderate Risk	H	M	M	L	L
L = Low Risk	M	L	L	L	L
Catastrophic					
Critical					
Marginal					
Negligible					

s
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v
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t
y

Activity: _____

Activity Location: _____

Prepared By: _____

Add Identified Hazards

JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	RAC
X			
X			
X			

Add Items

EQUIPMENT	TRAINING	INSPECTION
X		
X		
X		

Involved Personnel:

Acceptance Authority (digital signature): _____



FM SAFE TASK ANALYSIS / JOB HAZARD ANALYSIS

Date: _____

FM PROJECT SERVICES: ELECTRICAL SHOP # _____

Time: _____

Job Pre-Briefing Participants: _____

Work Order # _____

Project Name: _____

TASK(S) FOR TODAY: (STEP BY STEP)	HAZARDS IDENTIFIED FOR EACH TASK:	METHODS OF CONTROL / ELIMINATE HAZARDS:
		Have we met the following?: Trained employee(s)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Proper PPE (Head / Glasses / Hearing / Hand / Foot)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Proper Working Tools? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If Lockout/Tagout is being performed did you: Test & Re-Test that the equipment has been de-energized? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Performed Pre-Job Safety Walk? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Maintain IRCA Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

<b style="color: red;">BASIC QUESTIONS: Is there potential for any energized work today? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If answer is YES, go to "Methods of Control". Do you need PPE and proper working tools for today? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If answer is YES, go to "Methods of Control". Will any of the crew be working by themselves? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If answer is YES, go to "Methods of Control". Will you be working on 120 220 440? (circle one) <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If answer is YES, go to "Methods of Control". Are you working on a ladder, in a confined space or around other obstacles? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If answer is YES, go to "Methods of Control". Will you be following the Control of Hazardous Energy (Lockout/Tagout) Directive: 269B? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If answer is YES, go to "Methods of Control".	<b style="color: red;">ENVIRONMENTAL CONDITIONS: <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE <input type="checkbox"/> <input type="checkbox"/> COLD <input type="checkbox"/> HEAT <input type="checkbox"/> WET <input type="checkbox"/> DUST <input type="checkbox"/> VAPORS <input type="checkbox"/> NOISE <input type="checkbox"/> VIBRATION <input type="checkbox"/> OTHER _____ <b style="color: red;">SITE CONDITIONS: Have site conditions been addressed? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	<b style="color: red;">THE FOLLOWING UNSAFE CONDITIONS HAVE BEEN REPORTED AND/OR CORRECTED: Housekeeping before job <input type="checkbox"/> YES <input type="checkbox"/> NO Housekeeping after job <input type="checkbox"/> YES <input type="checkbox"/> NO <b style="color: red;">UVA Facilities Management STA POLICY: Every employee is required to participate in the STA PRIOR to the start of work. These forms are to be completed and amended throughout the day by the Supervisor/Senior Worker and returned to the Superintendent at the end of the day.
	<b style="color: red;">GENERAL HAZARDS ON SITE: <input type="checkbox"/> Struck By/Against <input type="checkbox"/> Trips / Slips <input type="checkbox"/> Caught On/In/Between <input type="checkbox"/> Falls <input type="checkbox"/> Electrical <input type="checkbox"/> Overexertion <input type="checkbox"/> Exposure to Materials <input type="checkbox"/> Egress <input type="checkbox"/> Cuts/Punctures <input type="checkbox"/> OTHER _____	<hr/> <p style="text-align: center;">SUPERVISOR / SENIOR WORKER SIGNATURE</p> <p>_____</p> <p style="text-align: center;">DATE</p> <p>_____</p> <p style="text-align: center;">SUPERINTENDENT / MGR. INITIALS</p> <p>_____</p>