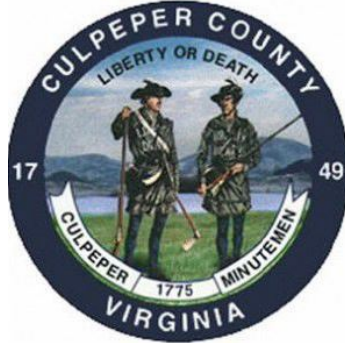


PROJECT MANUAL
FOR
COUNTY OF CULPEPER



OPTIONS ADDITION

13033 James Madison Highway
Culpeper, Virginia

Invitation to Bid No. BG 24-2009

Sealed bids for the construction of the County of Culpeper Options Addition will be received in person or via special courier service at the County of Culpeper Administrative Building, Board Room, 302 North Main Street, Culpeper, Virginia 22701, no later than 2:00 p.m., local prevailing time, on **Thursday, June 6, 2024.**

An Optional **Pre-Bid Meeting** will be held at 10:00 a.m. on **Wednesday, May 15, 2024** at the project site 13033 James Madison Highway, Culpeper Virginia 22701.

Architect's Project #2127

May 8, 2024



16125 Raccoon Ford Rd
Culpeper, Virginia 22701
540-829-2590 (v)
www.sanders-pc.com

CULPEPER COUNTY
OPTIONS ADDITION

Project #2127
County Bid Request No. BG-24-2009

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INVITATION TO BID

BID REQUEST NUMBER: BG-24-2009

Sealed bids for the construction of the Culpeper County Options Addition will be received in person or via special courier service at the County of Culpeper Administrative Building, Board Room, 302 North Main Street, Culpeper, Virginia 22701, no later than 2:00 p.m., local prevailing time, on **Thursday, June 6, 2024**. The time of receipt shall be determined by the time stamp in the Office. Contractors are responsible for assuring that their bids are stamped by Office personnel by the deadline indicated. Bids received after this time will not be accepted.

The project generally consists of, but is not limited to, the following tasks: Demolition & Construction of a 720 SF (1) story frame addition with basement.

Bid documents consisting of the Contract Drawings and the Project Manual with addenda will be available following bid issue at the following locations:

Culpeper County Purchasing Department Website (PDF download)

Culpeper County Office of Procurement,

Attention: Alan Culpeper
155 W. Davis Street, Suite 100
Culpeper, VA 22701
FAX: 540-727-3486
aculpeper@culpepercounty.gov

Written questions must be submitted to the Office of Procurement, 155 W. Davis Street, Suite 100, Culpeper, Virginia 22701, no later than 10:00am., local prevailing time on **Tuesday, May 28, 2024**.

An optional **Pre-Bid Meeting** will be held at **10:00 a.m. on Wednesday, May 15, 2024** at the site – 13033 James Madison Highway – Culpeper, VA 22701. Bidders shall be required to sign a register sign-in sheet as the representative of the named firm.

Bids shall be accompanied by a properly executed AIA Document A305, Contractor's Qualification Statement. Failure to provide this information with the bid form shall result in the bid being declared non-responsive. Bids shall be accompanied by either a cashier's check or certified check or bidder's bond in the amount of 5 percent of the bid amount made payable to the County of Culpeper.

A bid may not be modified, withdrawn or canceled by the bidder after the time and date designated for the receipt of bids and for 60 days thereafter except as provided by Section 2.2-4330, Chapter 7 of the Code of Virginia. Bidders should be prepared to start work following Board of Supervisors approval anticipated in May.

Bidders must be registered Class A contractors in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended. Bidders should have a minimum of (5) years demonstrated experience constructing projects of similar scope, cost and scale.

If the contract is awarded, a separate performance bond and a payment bond (AIA Document A312) for 100% of the contract amount, including any additions and/or deductions, shall be provided by the successful bidder. *The performance and material payment bond will not be required if the total Contract amount is less than \$300,000.*

The Owner reserves the right to waive informalities and/or reject any and all bids.

END OF SECTION

CULPEPER COUNTY

OPTIONS ADDITION

Project #2127

Culpeper Bid #BG-24-2009

INSTRUCTIONS TO BIDDERS

All questions & interpretations: Culpeper County Office of Procurement
Attention: Alan Culpeper
155 W. Davis Street, Suite 100
Culpeper, VA 22701
FAX: 540-727-3486
aculpeper@culpepercounty.gov

Submit Bids: Culpeper County
Attention: Alan Culpeper – Office of Procurement
302 North Main Street
Culpeper, VA 22701

EXPLANATION TO BIDDERS: Any questions regarding the meaning or interpretation of the Construction Documents or other documents relating to the performance of this work must be requested in writing no later than (7) days before the submission of their bids as indicated in the Invitation to Bid. Any interpretations made will be in the form of an addendum and will be furnished to all perspective bidders. Receipt of addendum shall be acknowledged on the bid form. No oral interpretations will be given. Oral explanations given before the contract award will not be binding.

ALTERNATES & SUBSTITUTES: Alternate products or manufacturers bidders consider equal to those specified and propose to include as part of the construction document scope of work should be submitted during the bid questions period and approved by the Architect before bids are received. Bidders are encouraged to quote on substitute products in accordance with Division 1 General Requirements by listing them on the bid form and by indicating the additional cost or credit. The Owner reserves the right to reject proposed substitutes. The bid price for each substitute shall include all costs to all trades affected by the substitute and all costs to incorporate the substitute into the project. Later requests for additional monies or time for substitutes will not be permitted.

SITE EXAMINATION: Bidders must visit the site, examine the construction documents and take other steps as may be necessary to ascertain the nature and location of the work. Further, bidders should investigate observable site conditions that may have bearing on the performance, supervision, material staging, costs and time to complete the work. Failure to take such steps will not relieve the Contractor of his responsibility to successfully complete the work. Requests for extras relating to existing conditions readily observable at the time of bidding will be denied.

A pre-bid conference will be held at the time and place stated in the Invitation to Bid.

BIDDERS QUALIFICATIONS: Bids shall be accompanied by a properly executed AIA Document A305, Contractor's Qualification Statement. Failure to provide this information with the bid form shall result in the bid being declared non-responsive.

Bidders should be prepared to start work following award of Contract and notice to proceed.

Bidders must be registered Class A contractors in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended. Bidders should have a minimum of (5) years demonstrated experience constructing projects of similar scope, cost and scale on occupied sites.

Before a bid is considered for award, the bidder must give evidence of a minimum of 5 years of demonstrated experience in performing comparable work with comparable site work and provide at least two references for equivalent projects, financial resources, company safety plan, list of proposed sub-contractors, evidence of authority to conduct business in the jurisdiction where the project is located and any other criteria the Owner deems relevant to the successful performance of the contract.

SUBMISSION OF BIDS: Submit bids in duplicate with original signatures on the enclosed bid form with additional attachments including proposed substitutions and unit prices as requested or proposed. Repeat notation "contractor's current Virginia Class A license No. _____" on outside of inner envelope containing bid and bid security, and place this envelope within another envelope addressed to:

Culpeper County
Attn: Alan Culpeper – Office of the Purchasing Agent
302 North Main Street
Culpeper, Virginia 22701

Note on the inner envelope:

Culpeper County Options Addition – BG 24-2009

Provide bid security as stated in the Invitation to bid.
Bid receipt deadline will be as stated in the Invitation to Bid.
A public bid opening will be held.

If a bid contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location. No other correspondence or other bids should be placed in the envelope. Culpeper County will not accept facsimile and/or electronic bids.

To be considered for selection, bids must be received by Culpeper County by the designated date and hour. Bids received after the date and hour designated are non-responsive, automatically disqualified and will not be considered. Culpeper County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the County by the designated date and hour.

BID MODIFICATION: No bidder shall withdraw, modify or cancel any part of his bid for the number of days stated on the bid form following the date of bid receipt except as provided by Code of Virginia Section 2.2-4330(a) Procedure (1) or (2).

Bids may be withdrawn or modified by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the receipt of bids.

Bids may be withdrawn after the date for submission in accordance with Section 2.2-4330(a) Procedure (1). The bidder shall give written notice in writing of his claim of right to withdraw his bid within (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. Failure to submit contractor's work papers will be considered as a waiver of any right of withdrawal of bids after the date for submission.

FORMS: Agreement, insurance certificate, and bonds shall be drawn on forms identical to those bound or referenced within this project manual.

BONDS: Bids shall be accompanied by either a cashier's check or certified check or bidder's bond in the amount of 5 percent of the total bid amount made payable to the County of Culpeper. Bonds shall be with a surety company acceptable to the Owner. A performance bond and a labor and material payment bond (AIA Document A312) will be required in the amount of 100 percent of the total bid, including any additions and/or deductions and shall be provided by the successful bidder. *The performance and material payment bond will not be required if the total Contract amount awarded is less than \$300,000.*

AWARD OF CONTRACT: The County will evaluate and award to the lowest responsive, responsible bidder complying with all provisions of the Invitation to Bid (IFB), provided the bid price is reasonable and it is in the best interest of the County to accept it. The County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. The Procurement Department reserves the right to conduct any test/site visit of the Contractor's work facility it may deem advisable to make an evaluation.

Submission of post bid information shall be in accordance with the contract documents.

ADDENDA: An addenda extending the date for receipt of bids or withdrawing this Invitation to Bid may be issued at any time prior to the date set for the receipt of bids. It is the responsibility of each bidder to provide the County with the name, e-mail address, telephone number and fax number of the person to whom addenda should be sent.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Bid Form - BG-24-2009

CULPEPER COUNTY OPTIONS ADDITION

Name of Bidder: _____

Date: _____
(Bidder, fill-in date)

Submit Bids To: Mr. Alan Culpeper
County of Culpeper
Office of the Purchasing Agent
302 North Main Street
Culpeper, Virginia 22701

Re: **Culpeper County Options Addition**

13033 James Madison Highway, Culpeper, VA 22701

In compliance with the Invitation to Bid, and having carefully examined the General Conditions of the Contract as amended, the Specifications and the Drawings, dated revision #2, May 8, 2024 and

Addenda Number (s) _____, and
(Bidders shall insert Addenda Number (s); if none, so state)

after carefully examining the site and all conditions affecting the work, the undersigned hereby proposes to furnish all bonds, fees, labor, materials, equipment, tools and supervision required to complete all work required by and in accordance with the above named documents for the following prices:

BASE BID:

_____ Dollars (\$ _____)

Add Alternate No. 1:

_____ Dollars (\$ _____)

Add Alternate No. 2:

_____ Dollars (\$ _____)

Time:

Bidder agrees to commence work within (10) days of the date specified in the Notice to Proceed and to substantially complete the work within _____ days of the Notice to Proceed. Final completion within _____ days of the Notice to Proceed.

Unit Costs:

Remove rock over (1) CY from site: _____ CY

Contingency (Not Used)

Confirmation of Site Conditions:

The project was visited on the following date and time. I have reviewed project specifications and understand all bid requirements.

Project Site: _____, Time _____

Person who visited the site: _____

Job Title: _____

Confirmation of Bidder's Requirements

Bidder confirms that work will be performed on and around an occupied facility and that facility operation, site management, public safety & traffic control are an integral part of the work.

Bidder confirms that the Bidder has a published company Health & Safety plan that must be submitted and reviewed by the Owner prior to bid award.

Qualifications:

- 1- Bids shall be accompanied by a properly executed AIA Document A305, Contractor's Qualification Statement.
- 2- Bidders shall have a minimum of (5) years demonstrated experience constructing projects of similar scope, cost and scale in occupied spaces. Please provide at least two references for equivalent projects (Project and Contact):

a. _____

b. _____

Bid Submittals:

Bid Security: A Bid Bond in the amount of five percent (5%) of the base bid amount is attached. Bids shall be valid for 60 calendar days.

Identification of Key Subcontractors:

HVAC_____

Plumbing_____

Electrical_____

Site_____

By submitting this proposal the undersigned Bidder certifies that he/she is a Class "A" Contractor, holding license number _____ issued by the Commonwealth of Virginia Department of Commerce pursuant to Chapter 11 of Title 54.1, Code of Virginia 1950 (as amended), and that the referenced license is valid and has not been suspended or revoked.

Respectfully submitted by:

Company

By

Business Address

City, State and Zip Code

If a Corporation:

President

Treasurer

Corporation in the State of _____ (Seal)

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF BID/PROPOSAL

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder/offeror 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by County Administrator.

If this bid/proposal for goods or services is accepted by the County of Culpeper, Virginia, the undersigned agrees that the requirement of the Code of Virginia § 2.2-4311.2 have been met.

Complete the following by checking the appropriate line that applies and providing the requested information.

A. ___ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. ___ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. ___ bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Bidder/Offeror

Legal Name of Company

Authorized Signature

Date: _____

Print or Type Name and Title

**Culpeper County
Contract Agreement
for Construction Services
Contract Number #**

CONTRACT COVER SHEET

SUBJECT: Culpeper County

Options Addition
Bid/Proposal Request Number: BG 24-2009

BY AND BETWEEN:

Owner/County:
Culpeper County
Attn: Paul Howard, Director of Environmental Services
302 N. Main Street
Culpeper, Virginia 22701
Tele: 540-727-3409
Fax: 540-727-3436
Email: phoward@culpepercounty.gov

AND

Contractor:
Name: _____
Attn: _____
Address: _____
Address: _____
City, St, Zip: _____
Email: _____

This Agreement is dated the ____ day of _____, 20____ ; is entered into the date the last signatory signs below; and, is by and between the Board of Supervisors of Culpeper County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) and _____, a _____ (hereinafter referred to as the “Contractor”), in good standing and duly licensed to do business in the Commonwealth of Virginia. The Project is: *Culpeper County Options Addition*.

On behalf of the Owner, the Contract is administered by the Director of Environmental Services. Except as provided herein, this Agreement is prepared in accordance with the Culpeper County

Purchasing Resolution and the Virginia Public Procurement Act, which are incorporated into this Agreement by reference and made a part hereto.

WITNESS:

WHEREAS, the County desires to obtain construction services for: _____
Culpeper County *Options Addition*

WHEREAS, the Contractor desires to provide construction services for: _____
Culpeper County *Options Addition*

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the County and Contractor agree as follows:

DEFINITIONS

As used in this Agreement, the terms are defined as follows:

1. "Owner" shall mean the County of Culpeper which adopts for the purposes of this Agreement and the Contract Documents the Culpeper County Purchasing Resolution and all other applicable laws, regulations or ordinances authorizing contract formation.
2. "Owner's Contract Administrator" is the department assigned to administer this Contract on behalf of the Owner. The Owner's Contract Administrator is the Culpeper County Department of Environmental Services. The Contract Administrator may on behalf of the Owner, designate a Project Manager and Construction Manager, who shall have such authority to act on behalf of the Owner as may be established.
3. "Contractor" shall mean _____, who is responsible for the performance obligation of the Contractor under this Agreement and the Contract Documents.
4. "Contractor Representative." The Contractor shall designate an authorized representative who shall administer this Agreement and the Contract Documents on behalf of Contractors and be authorized to accept all notices, order, change orders, and act on behalf of the Contractor under the Contract Documents.
5. "Architect" shall mean Sanders Architects, PC, who is the authorized Architect assigned by the Owner under the terms of the Agreement and the Contract Documents. The Architect shall have no authority to bind the Owner to additional time or funds, unless such authority has been previously agreed to in writing by the Owner.

ARTICLE 1

CONTRACT DOCUMENTS:

1.1 The documents listed in Section 1.2 of this Article shall constitute the Contract Documents. The aforementioned Contract Documents shall represent the entire agreement and understanding between the parties. Any oral or written understanding not incorporated in the Contract Documents is not binding on either party. The Contract Documents shall be amended only by written instrument agreed upon and fully signed by both parties. The Contract Documents are presented and state below in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents in case of ambiguity or perceived conflict. In the event of a perceived conflict, in good faith the most exacting performance standard should be undertaken.

1.2 The Contract Documents consist of:

- A. This Culpeper County Contract Agreement for Construction Services, Contract # _____, as executed by and between the County and Contractor (also referred to as “Agreement” as indicated on page one (1) of this document).
- B. Project Manual
- C. Plans/Drawings
- D. Contractor’s Response to the Invitation for Bid, including the Bid Pricing Proposal Form, as completed and submitted by the Contractor on _____
- E. County’s Invitation for Bid Request Number: _____, issued on _____ along with all Addenda issued by the County
- F. The County’s General Conditions for Purchase Agreements

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents. In like manner, Exhibit A shall prevail over Exhibit B.

These Contract Documents form the contract and agreement by and between the parties and are fully a part of the Agreement as if attached to this Agreement or repeated herein. Such documents are incorporated herein by reference as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2

THE STATEMENT OF WORK:

2.1 The Contractor shall fully execute the Work, as described in the Contract Documents and as is reasonably inferable therefrom as being required, to produce the indicated results from, and as contracted for under, the Contract Documents. The Contractor shall be responsible for, provide, and pay for all materials, tools, equipment, labor, personnel, supervision, fuel, insurance, and professional and non-professional services to provide construction services for *the work of this Contract*. The Contractor shall perform all other work and supply all other things necessary, to fully and properly perform in a workmanlike manner and complete the Work, as required for the Project. The Contractor shall fully execute the Work described in the Contract Documents and reasonably inferable from the Contract Documents as being necessary to produce the indicated results, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. To the extent the Contractor is performing preconstruction services

pursuant to the Contract Documents, such preconstruction services shall not be considered professional design services, and the Architect shall retain sole responsibility and liability for the design of the Project.

2.2 Generally, a summary of the Work includes construction services and materials for the construction of: *Limited demolition and construction of a 720 SF (1) story with basement frame Addition as identified in the Construction Documents*

The WORK is more fully described in the Project Manual, Plans, and Drawings.

2.3 The Owner and Contractor agree that the Owner has selected the Contractor for this Project because of the Contractor's special expertise in constructing similar projects. The Contractor warrants (a) that before executing this Agreement and before commencing construction for any phase of Work, the Contractor has carefully reviewed and shall carefully review the Project site, all Contract Documents, and (b) that all Work described in the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results has been included in the Contract Sum.

2.4 During the contract construction period, the successful Contractor shall have limited use of the site. Other portions of the site & structure may be occupied

ARTICLE 3

COMMENCEMENT, SUBSTANTIAL COMPLETION, AND FINAL COMPLETION:

3.1 The date of commencement shall be fixed in the Notice to Proceed issued by the County.

3.2 Time is of the essence.

3.3 CONTRACTOR shall commence work within ten (10) days of the "Notice of Proceed", unless otherwise promptly notified by the County in writing, and shall continue without interruption until "Substantial Completion" occurs within _____ (____) consecutive calendar days from the date of the "Notice to Proceed".

3.4 "Substantial Completion" has been achieved or occurs when the County agrees that the work is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the County for the purposes for which it was intended. Contractor shall achieve "Final Completion" no later than _____ (____) consecutive calendar days from the date of the "Notice to Proceed". "Final Completion" has been achieved or occurs when the County is satisfied, based upon observation of the work during construction and in addition to a final inspection that the work has been completed and is deemed acceptable subject to applicable provisions set forth in the Contract Documents.

3.5 Should the Contractor fail to complete the work and/or installation, or any part thereof, in the time specified in the Contract Documents, the Contractor shall reimburse the County for the additional expense and damage for each calendar day that “Substantial Completion” or “Final Completion” has not been achieved. The amount of such additional expense and damage incurred by reason of failure to achieve “Substantial Completion” is the per diem rate of *one hundred dollars (\$100.00)* as liquidated damages. The amount of such additional expense and damage incurred by reason of failure to achieve “Final Completion” is the per diem rate of *one hundred dollars (\$100.00)* as liquidated damages. It is understood and agreed by the Contractor that any liquidated damages payable in accordance with this Agreement are not a penalty and that such sums are reasonable under the circumstances existing as of the date of execution of this Agreement. The Contractor further acknowledges and agrees that liquidated damages may be owing even though no default has occurred or been declared.

3.6 Force Majeure: Neither the Contractor nor the County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract Documents if such failure is directly attributable and due to fire, flood, earthquake, or other catastrophic acts of God.

ARTICLE 4

CONTRACT PRICE AND TERMS OF PAYMENT:

4.1 The County shall pay for the construction services out of appropriated funds and the County’s performance under this Agreement and the Contract Documents is expressly subject to appropriation by the Board of Supervisors.

4.2 In return for the construction services identified in this Agreement and the Contract Documents, the County agrees to compensate the Contractor the total contract sum amount for all work and services required by this Agreement and the Contract Documents, which amount is _____ (\$ _____), hereinafter referred to as “Contract Sum” or “Lump Sum”.

4.3 The Contract Sum is a single amount which covers all costs of the Work (without providing a cost breakdown or unit price items), such as for building, site work, equipment, labor, material, overheads, miscellaneous costs and services. It also includes the Contractor’s Fee (profit) for completing the items of work comprising the Project, including but not limited to all site work and site conditions, materials, equipment and systems required by the Plans and Specifications without exception.

4.4 No costs of the Work shall be reimbursed to Contractor other than as provided for in the agreed Contract Sum which may only be modified as provided for herein.

4.5 Change Orders: The Contract Sum may be increased or decreased by additions to and/or reductions in the work only as affected by prior written change orders or contract amendment signed by both parties in advance unless otherwise directed by the County. Contractor agrees not to initiate any additional work not called for in the Contract Documents for which the Contractor

intends to see or receive additional compensation without first notifying the County in writing and obtaining the County's prior approval by a properly executed change order or contract amendment.

4.6 Retainage will be held in the amount of *five* percent (5%) of the Contract Sum until "Final Completion" of the project and until the Project is accepted by the County. Any payment made by the County to the Contractor shall be less a *five* percent (5%) retainage to assure faithful performance of the work required under the Contract Documents. All amounts retained under this provision shall be included in the final payment upon "Final Completion".

4.7 Payments shall occur as follows:

- A. No deposit nor advance sums shall be paid;
- B. Payments are due net *thirty* (30) days after receipt by County of an accurate and properly submitted *payment application* invoice to the County for materials and construction services as contemplated in Article 2. If a corrected invoice is promptly requested, then the number of days for payment to be made is tolled upon receipt of a corrected invoice; and,
- C. All payments will be delivered as follows: _____.

4.8 Requirements of the Code of Virginia (1950), as amended, Sections 2.2-4352 and 2.2-4354

A. Contractor is obligated to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the Contract Documents. However, in the event that the Contractor withholds all or a part of the amount promised to the subcontractor under the Contract Documents, the Contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the County to the Contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Contractor receiving payment for amounts owed to the Contractor by the County. Any provision in a contract contrary to Sec. 2.2-4352 of the Code of Virginia (1950), as amended, shall be unenforceable.

B. Pursuant to Va. Code Ann., Sec. 2.2-4354, the Contractor covenants and agrees that within seven (7) days after receipt of any amounts paid to the Contractor by the County for work that was performed by a subcontractor under the contract, the Contractor shall:

- 1. Pay any and all subcontractors for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractors under that contract; or
- 2. Notify the County and subcontractors, in writing, of its intention to withhold all or a part of the subcontractors' payments with the reason for nonpayment;

C. The Contractor shall provide to the County its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract Documents;

D. The Contractor shall pay interest, which shall accrue at the rate of one percent (1%) per month unless otherwise provided under the terms of this Contract Documents, on all amounts owed by the Contractor to any subcontractors that remain unpaid after fifteen (15) days following receipt by the Contractor of payment from the County for work performed by the subcontractors under the contract, except for amounts withheld as allowed in Section 4.8(B) above; and

E. The Contractor shall include include in its contracts with any and all subcontractors, the requirements of Section 4.8(A), (B), (C) and (D) above.

4.9 The parties hereby agree that any finance charge lawfully assessable against the COUNTY for failure to pay any payment(s) pursuant to the terms of the Agreement and the Contract Documents shall not exceed one percent (1%) per annum, and shall only accrue from the latest date such payment was due under the applicable provisions of the Contract Documents.

4.10 With regard to Performance Bonds, as may be required, please refer to the Invitation for Bid (IFB) or Request for Proposal (RFP), as is appropriate, and the Culpeper County Purchasing Resolution.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

5.1 The Contractor shall indemnify, defend and hold harmless the County and its public officials, employees, agents, and/or representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by the Contractor and/or its subcontractors or employees, or anyone else for whom the Contractor is or may be responsible. This Article and Section 5.1 shall survive the termination of this Agreement and the Contract Documents.

5.2 Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County’s satisfaction at the Contractor’s expense.

5.3. The Contractor agrees to maintain as current all legally required business licenses, permits, and/or other certificates, as may be required by federal, state, and local law and to present a copy of such, as may be required by the County, upon reasonable notice.

5.4 The Contractor shall maintain the following minimum insurance coverage, naming the County as additional insured, during the course of this Agreement and the Contract Documents, and provide the County with certificates of insurance for said coverage upon execution of this Agreement:

<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<p><u>X</u> 1. Worker’s Compensation and Employers’ Liability; Admitted in Virginia Employers’ Liability \$100,000/\$500,000/\$100,000 All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best’s Guide Ration-A-VIII or better, or its equivalent</p>	<p>1. Statutory Limits of the Commonwealth of VA Yes Statutory Statutory</p>
<p><u>X</u> 2. Commercial General Liability Occurrence General Aggregate</p>	<p>2. \$1,000,000 CSL Each \$2,000,000</p>

- | | | |
|----------|---|-------------------------|
| | Products/Completed Operations | \$2,000,000 |
| | Personal and Advertising Injury | \$1,000,000 |
| | Fire Legal Liability | \$50,000 Per Occurrence |
| | Best's Guide Rating-A-VIII or better, or its equivalent | |
| <u>X</u> | 3. Automobile Liability | 3. \$1,000,000 |
| | Combined | |
| | Owned, Hired, Borrowed & Non-owned | Single Limit Bodily |
| | Motor Carrier Act End. | Injury and Property |
| | Best's Guide Rating-A-VIII or Better, or its equivalent | Damage Each Occurrence |
| <u>X</u> | 4. The County shall be named as additional insured on the above referenced policies, including but not limited to the General and Automobile Liability policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.) | |
| <u>X</u> | 5. 45-day written cancellation notice required, 30-day cancellation notice directly to Culpeper County is required for any non-payment of insurance premiums – Ref. Va. Code Ann., Sec. 38.2-231. Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice. | |
| <u>X</u> | 6. The Certificate must state the contract number and title assigned by the County:
County Contract Number: ____ No. _____.
Title: _____. | |
| <u>X</u> | 7. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award. | |
| <u>X</u> | 8. The Certificate Holder an Additional Insured should be listed as: Culpeper County, Virginia, and its Board of Supervisors, 302 N. Main Street, Culpeper, Virginia 22701 -- c/o Purchasing Department, 155 W. Davis Street, Suite 100, Culpeper, Virginia 22701. | |

5.4 Equal Opportunity Employment – During the performance of this Agreement, 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. If the Contractor employs more than five (5) employees, the Contractor shall:
 - (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and
 - (ii) post the Contractor's sexual harassment policy in:
 - (a) a conspicuous public place in each building located in the Commonwealth of Virginia that the Contractor owns or leases for business purposes, and

(b) the Contractor's employee handbook.

D. Notices, advertisements and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section 5.4.

E. The Contractor will include the provisions of the foregoing paragraphs at Section 5.4(A), (B),(C), and (D) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.5 During the performance of this Agreement, 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 Chapter 43 (Virginia Public Procurement Act) under and within the Code of Virginia (1950), as amended, Title 2.2. (Administration of Government), Subtitle II. (Administration of State Government), Part B. (Transaction of Public Business), 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.

5.6 The Contractor acknowledges that the Culpeper County Purchasing Resolution is applicable to this Agreement and the Contract Documents.

5.7 Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by the Contractor to any other party without the express written permission of the County.

5.8 The Contractor providing goods or services to the County under this Agreement and the Contract Documents represents and warrants to the County that it is:

- A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
- B. Not employing unauthorized alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986, as amended, and Va. Code Ann., Sec. 2.2-4311.1;

C. Complying with federal, state, and local laws and regulations applicable to the performance of the services procured;

D. In full compliance with the Virginia Conflict of Interests Act at Secs. 2.2-3100 et seq.; and

E. Authorized to transact business in the Commonwealth of Virginia, pursuant to Va. Code Ann., Sec. 2.2-4311.2.

1. The Contractor, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50, of the Code of Virginia (1950), as amended, or as otherwise may be required by law.

2. The Contractor, if subject to Section 5.8(E)(1), shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term or renewal term(s) of the contract.

3. The County may void any contract with a business entity, including the Contractor, if the business entity fails to remain in compliance with the provisions of Va. Code Ann., Sec. 2.2-4311.2 and/or this Section 5.8(E).

5.9 In the event of a termination under Section 6.1 of this contract, including this Agreement and the Contract Documents, the Contractor acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed. Under no circumstances shall the Contractor, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or consequential, or other damages as a result of termination under this Section or Section 6.1. Payment to the Contractor of any and all sums already earned by the Contractor under the terms of Article 4 constitutes Contractor's exclusive remedy for a termination hereunder.

5.10 Records Retention, Confidentiality, and Production

A. Contractor agrees that it shall keep in its possession, electronically or hardcopy, all photographs, digital imagery, reports, information, or data given to the Contractor by the County as well any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the Contractor under this Agreement and the Contract Documents for a period of at least six (6) years following the completion, termination, or cancellation, whichever is/occurs latest, of this contract.

B. Contractor agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to the Contractor by the County as well any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the Contractor under this Agreement and the Contract Documents. No release of any such data by the Contractor shall be made to any individual or organization without the prior written approval of the County, which approval the County shall be under no obligation to grant.

C. Any reports, studies, photographs, negatives, drawings, or other documents prepared by Contractor in the performance of its obligations under this Agreement and/or the Contract Documents shall be remitted to the County by the Contractor upon completion, termination, or cancellation of the contract. Contractor shall not use, willingly allow or

cause to have such materials used for any purpose other than performance of Contractor's obligations under this Agreement and the contract Documents without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this Agreement and the Contract Documents.

5.11 This contract is for construction services to be performed at certain County-owned property and sites. The Contractor shall not employ any employee who is a registered sex-offender who is to be present at or perform any work and/or any construction services at any of the County-owned property and sites contemplated under this contract. The Contractor shall enforce the same restriction upon all subcontractors and their employees, and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex-offender status of all employees and agents of the Contractor and sub-contractors who are employed by the Contractor or subcontractor, who are to be present at or perform any work and/or any construction services at any of the County-owned property and sites contemplated under this contract. The Contractor shall furnish the County with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement and the Contract Documents, materially false statements by the Contractor about the sex-offender status of its employees or agents shall be grounds for immediate termination of this Agreement and the Contract Documents.

5.12 Permits. The Contractor shall be responsible for obtaining all permits as indicated in the Specifications detailed in the IFB or RFP, as is appropriate, and Construction Plans and Drawings for this IFB or RFP, as is appropriate.

5.13 Inspections. All material and workmanship shall be subject to inspection, examination, and test by the County and its Project inspector at any and all times during construction. The Project inspector 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 therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the County may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damages.

5.14 Contractor's Title to Materials. No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any security interest, installment or sales contract, or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that it has clear title to all materials and supplies which it uses in the work or for which it accepts payment in whole or in part.

5.15 Pipeline Locations and Miss Utility. The Contractor shall be responsible for (i) calling Miss Utility of Virginia at (800) 552-7001 and (ii) consulting with the County's Director of Environmental services -- all prior to digging at the work site.

5.16 Ethics in Public Contracting. The Contractor hereby certifies that is has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Va. Code Ann., Secs. 2.2-4367 through 2.2-4377, and that all amounts received by it, pursuant to this contract, are proper and in accordance therewith.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF COUNTY:

6.1 The County may cancel this Agreement, the Contract Documents, and the project for any reason upon ten (10) days' written notice in compliance with the notice procedure set forth in Article 7, Section 7.1 to the parties named therein. Anything contained in the Agreement and/or Contract Documents to the contrary notwithstanding, a termination under this Section 6.1 shall not waive any right or claim to damages which County may have with respect to work performed or failed to be performed when it should have been by the Contractor. In either case, the County may pursue any cause of action which it may have by law or under this Agreement or the Contract Documents on account of such damages claimed by the County.

6.2 In case of default by the Contractor for failure to deliver or perform in accordance with the contract specifications or terms and conditions, the County may procure the articles or services from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the County, a letter will be sent to the defaulted Contractor requiring payment for additional costs ("Repayment"). When Repayment is requested, the Contractor will be removed from future bidding until the Repayment has occurred, and the County reserves the right to debar Contractor from doing further business with the County. Failure of a Contractor's source to deliver is not considered to be an unavoidable cause upon which the Contractor may rely as to a delay in the work to be done under the terms of the Contract Documents, and the burden of proof rests with the Contractor to prove that any default was not related to Contractor's, or any subcontractor's or vendor's acts or failure to act.

6.3 Pursuant to Virginia Code Ann., Sec. 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

6.4 "Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193.

6.5 If the Contractor is a faith-based organization, the Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Va. Code Ann., Sec. 2.2-4343.1, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services, nor the expenditure of funds under this contract, is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

ARTICLE 7

MISCELLANEOUS:

7.1 The following persons shall be authorized contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown below, or as may be updated in writing, shall constitute valid notice under the requirements of this Agreement and the Contract Documents. It shall also be a mandatory requirement of this Agreement that duplicate of any and all notices issued shall also be issued and exchanged via electronic mail to the email addresses provided below, or as may be updated in writing:

TO THE COUNTY:

Alan Culpeper, Director of Purchasing
155 W. Davis Street, Suite 100
Culpeper, Virginia 22701
Email: aculpeper@culpepercounty.gov

AND TO:

Paul Howard, Director of Environmental Services
118 W. Davis Street, Suite 101
Culpeper, Virginia 22701
Email: phoward@culpepercounty.gov

AND TO:

Culpeper County Attorney
306 N. Main Street, 2nd Floor

Culpeper, Virginia 22701
Email: legalsupport@culpepercounty.gov

TO THE CONTRACTOR:

Attention: _____
Name: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____
Email: _____

AND TO:

Attention: _____
Name: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____
Email: _____

The parties may update and amend such addresses and email addresses by written notice to the opposite party at the given address(es).

7.2 The parties agree that this Agreement and the Contract Documents between the parties evidenced hereby shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia without consideration of any conflict of laws analysis or rules. The parties agree that proper venue, in the event of a claim and/or litigation concerning, or at all relating to, this Agreement, the Contract Documents, and/or the Project shall be, if at all permitted by law, in the Sixteenth Judicial District of Virginia sited in Culpeper County, Virginia (including and limited to: Culpeper County General District Court and Culpeper County Circuit Court). The parties agrees that any litigation involving the Contract Documents shall be brought only in such courts. All parties expressly waive the right, if any, to bring any action in, or remove any action to, federal court in the event of a claim and/or litigation concerning, or at all relating to, this Agreement, the Contract Documents, and/or the Project. Nothing under this Agreement or the Contract Documents shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from the Contract Documents.

7.3 In the event that any provision of this Agreement or the Contract Documents is unenforceable, then the parties agree that all other provisions of this Agreement and the Contract Documents have full force and effect and shall not be affected thereby.

7.4 The Contractor certifies that:

A. The bid or offer:

- (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal,
- (2) was in all respects fair and without collusion or fraud, and
- (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;

B. The Contractor did not offer or receive any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

C. The Contractor is not a party to nor has it participated in nor is it obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of its bid proposal is to be performed;

D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damages awards and agrees to abide by all conditions of these provisions; and

E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

7.5 Other Prohibitions

A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this Section 7.5, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

7.6 Contractor warrants to the County that:

1. The work performed pursuant to this Agreement and the Contract Documents shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth of Virginia;
2. The Contractor's work performed shall be free of defects;
3. Any new materials and equipment furnished under this Agreement and the Contract Documents shall be of good quality and in working condition; and
4. The Contractor's work performed shall meet all of the requirements set forth in this Agreement and the Contract Documents.

7.7 Any failure of the County to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement or the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Agreement and the Contract Documents. Any waiver of a term of this Agreement or the Contract Documents, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7.8 The bankruptcy, takeover, merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of Contractor, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement and the Contract Documents, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement and the Contract Documents or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the County, the County shall have the right unilaterally to terminate this Agreement and/or pursue any remedy for damages and otherwise which is available at law and in equity. The County reserves the right to enforce any subcontract directly against the subcontractor, Contractor or any newly formed organization, corporation or legal entity. Failure of any subcontractor to perform shall not relieve Contractor of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

7.9 Contractor and the County agree that the provisions of this Agreement and the Contract Documents are binding upon their parties, employees, agents, heirs, successors, and permitted assigns.

7.10 Contractual claims and disputes shall be conducted and resolved pursuant the Culpeper County Purchasing Resolution, as may be amended by the Board of Supervisors, from time to time.

7.11 Attorneys' Fees. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Contractor, the Contractor shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

7.12 Audit. Contractor shall keep and require each of its subcontractors, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for six (6) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of the County), and verification of costs. Audit access to Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subcontractor and suppliers, Contractor shall remit promptly to County the amount of any adjustment resulting from audit.

7.13 Availability of Funds. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

7.14 Federal Aid Provisions. When the U.S. government pays all or any portion of the cost of a project, a contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Generally, contractors shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws when the U.S. government pays all or any portion of the cost of a project. Any and all applicable reporting requirements under federal law or regulations shall be followed in accordance with the federal law, rules, and/or regulations.

A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed in accordance with applicable federal aid provisions.

7.15 When a project is funded in part or all by grants funds, the Contractor shall observe all rules and regulations according to the grants fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

7.16 The Virginia Freedom of Information Act and Va. Code Ann., Sec. 2.2-4342

A. All information submitted to the County in response to an IFB or RFP constitutes public information and records, and pursuant to the Virginia Freedom of Information Act ("VFOIA") and Va. Code Ann., Sec. 2.2-4342 will be available to the public for inspection upon request with rare and limited exception as the law permits.

B. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.

C. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the public body decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

D. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides

not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

E. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

F. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to Va. Code Ann., Sec. 2.2-4317(B) shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall:

(i) invoke the protections of this section prior to or upon submission of the data or other materials,

(ii) identify the data or other materials to be protected, and

(iii) state the reasons why protection is necessary.

A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information:

(i) an entire bid, proposal, or prequalification application;

(ii) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or

(iii) line item prices or total bid, proposal, or prequalification application prices.

7.17 Tax Exemption. The County of Culpeper as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

ARTICLE 8

SPECIAL TERMS AND CONDITIONS:

8.1 Definitions

A. Application for Payment – The term “Application for Payment,” or “Payment Application,” as used in these Contract Documents, shall refer to the form acceptable to the County which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

B. Change order – A document signed by the County and the Contractor authorizing an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract times.

C. Claim – A demand or assertion by the County or Contractor seeking an adjustment of contract price or contract times, or both, or other relief with respect to the terms of the contract. A demand for money or services by a third party is not a claim.

D. Field Order – A written order issued by the County (or its Architect) which requires minor changes in the Work but which does not involve a change in the contract price or the contract times.

E. Final Completion – Shall mean that one hundred percent (100%) of the Work contemplated by the contract documents and any supplemental changes or addenda thereto authorized by the County (to include punch-list items) is completed by the Contractor, the Work being both physically in place and fully operational, the County has issued a Certificate of Completion, and the Contractor has completely demobilized from the site.

F. Milestone – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

G. Owner - The term “Owner,” as used in these Contract Documents, shall refer to the County of Culpeper, Virginia (also referred to as the “County”).

H. Progress Schedule – The term “Progress Schedule,” or “Project Schedule,” or “Construction Schedule,” as used in these Contract Documents shall refer to a schedule, prepared and maintained by the Contractor, which describes the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

I. Project Site – The term “Project Site,” or “Site,” as used in these Contract Documents, shall refer to *the physical area where the project work is located which may include areas outside of the parcel or parcels on which the project is located.* (project site) 1303 James Madison Highway, Culpeper, VA 22701 (location of project site).

J. Schedule of Submittals – The term “Schedule of Submittals,” or “Submittal Schedule,” as used in these Contract Documents, shall refer to a schedule, prepared and maintained by the Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

K. Schedule of Values - The term “Schedule of Values,” as used in these Contract Documents, shall refer to a schedule, prepared and maintained by Contractor and approved by County’s Architect, which allocates portions of the Contract Price to various portions of the work and is used as the basis for reviewing the Contractor’s Applications for Payment.

L. Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

M. Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

N. Subcontractor – An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

O. Submittal – The term “Submittal,” as used in these Contract Documents, shall refer to information including product data, shop drawings, installation instructions, samples, and other pertinent documentation) describing in detail all materials and equipment to be furnished under the Contract. Submittals shall be submitted by the Contractor for County’s Architect’s review.

P. Substantial Completion – The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the County, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Q. Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

R. Unit Price Work – Work to be paid for on the basis of unit prices.

S. Work – The term “Work” as used in these Contract Documents refers to the entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

T. Work Change Directive - A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by the County and recommended by the County’s Architect ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

8.2 Wage Rates

To the extent permitted by law, no Federal wage rates other than minimum wages rates will be imposed.

8.3. Preliminary Matters

A. Starting the Work

1. Contractor shall start to perform the Work in accordance with the Notice to Proceed.

B. Before Starting Construction

1. Preliminary Schedules: Within ten (10) days after the Effective Date of the Agreement, Contractor shall submit to County’s Architect for timely review the following:

- a. A preliminary Construction (Progress) Schedule, indicating the times for starting and completing the various stages of the Work.
- b. A preliminary Schedule of Submittals.

c. A preliminary Schedule of Values for all of the Work, which includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include and appropriate amount of overhead and profit applicable to each item of Work.

8.4 Contractor's Status

A. The Contractor represents and warrants:

1. That it is financially, that its financial condition is in all material respects the same as represented and certified at the time of bidding, and that it is experienced in and competent to perform the type of Work or to furnish the plant, materials, supplies, or equipment, to be so performed or furnished by it; and
2. That it is familiar with all Federal, State, County, and Local laws, ordinances, and regulations which may in any way affect the Work or those employed therein including, but not limited to, any special acts relating to the Work or to the project of which it is a part; and
3. That such temporary and permanent Work required by the Contract Documents as is to be done by it can be satisfactorily performed and constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and
4. That it has carefully examined the Contract Documents and the Site of the Work and that, from its investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials and structures likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other materials which may in any way affect the Work or its performance.
5. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with each and every phase of the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and any other persons who may be affected thereby.

B. Supervision and Superintendence.

1. Contractor shall supervise, inspect, and direct 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 Documents.
2. Contractor shall have sole responsibility for the means, methods, techniques, sequences, and procedures of construction.
3. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent, as agreed upon by the County, who shall have full authority to act for the Contractor and who shall see that the Work is executed in accordance with the Contract Documents. Superintendent shall not be replaced without written notice to The County and County's Architect except under extraordinary circumstances.
4. The Contractor shall be responsible for the acts of its agents, superintendent, and employees during the life of the Contract.

C. Contractor's Employees

1. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction and related activities as required by the Contract documents. It shall, at all times, maintain good discipline and order at the site.

D. Services, Materials, and Equipment

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

2. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specification shall expressly run to the benefit of The County. If required by County's Architect, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

3. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instruction of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

E. Use of Site and Other Areas - Reserved (Specific to Project)

1. Limitation on Use of Site and Other Areas: Reserved (Specific to Project)

- a. *Use of site shall be limited to those areas necessary to complete Contract work.*
- b. *Existing building may be occupied during Construction*

2. Removal of Debris During Performance of the Work: *refer to the Project Manual*

3. Cleaning: *refer to the Project Manual*

4. Loading Structures: Reserved (Specific to Project)

5. The safety of the public and its employees is the primary concern for Culpeper County. The Contractor shall place temporary pedestrian traffic control devices surrounding the work area to protect individuals, including the public and County employees, which may include, but is not limited to: barricades, tarps, plastic yellow caution tape, cones, and other means as may be appropriate, prudent, and/or necessary to protect the individuals, surrounding areas, equipment, vehicles, etc.

F. Contractor's Responsibility and Liability for Injuries to Persons or Damage to Property

1. Contractor shall be solely responsible and liable for the safety and protection of the property, including but not limited to, the premises, its appurtenances and equipment and for the safety and protection of all persons entering on, in or about the Site including, but not limited to, the employees of the County, Architect, Contractor, subcontractors. The Contractor shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property occurring on account of the Work under this Contract, where or not due to the negligence, fault, or default of the Contractor, its officers, employees, or agents, or of a subcontractor, its officers, employees, or agents.

2. To the fullest extent permitted by the law of the State in which the work is performed the liability of the Contractor under this Contract shall be absolute and shall not be dependent upon any question of negligence on his part or on the part of its officers, agents, servants, or employees. Neither the approval by the County and County's Architect of the methods of doing the Work, nor the failure of the County and County's Architect to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the County and County's Architect to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor from its obligations hereunder in case of any such injury to person or damage to property.

3. The provisions of this paragraph are intended for the sole benefit and protection of the County and County's Architect and shall not create any cause of action in favor of any person, corporation or entity, other than the County and County's Architect.

G. Contractor's Duty of Indemnification

1. Contractor shall fully protect, defend, indemnify, and save harmless the County and the County's Architect, their officers and agents, against all liability, judgements, costs, damages and expenses, including reasonable attorneys' fees, upon any claims for injuries to, or death of, any persons or damage to any property occurring on account of the Work hereunder, whether such damages or injuries to be attributable to the negligence of the Contractor, its officers, employees, agents, the County, County's Architect, or others, provided, however, that to the extent specifically precluded and disallowed by law, this clause shall not be deemed to provide indemnity against the sole negligence of the County.

2. Contractor shall fully protect, defend, indemnify, and save harmless the County and the County's Architect against all liability judgments, costs, damages, and expenses, including reasonable attorneys' fees, upon all claims relating to labor and material furnished in connection with the Work hereunder or on account of the failure, omission, or neglect of the Contractor or its Subcontractors, their officers, employees, or agents to do or perform any of the covenants, acts, matters, or other duties required by this Contract.

H. The provisions of this Section shall not be deemed to provide indemnity of the County's Architect for the liability of the County's Architect, its agents or employees, to the extent that the liability of the County's Architect, its agents or employees arises out of (a) or (b) below.

a. The preparation or approval of maps, drawings, opinions, reports, surveys, changes orders, designs, or specifications, or

b. The negligent giving or failure to give, directions or instructions required by contract or law of the County's Architect, its agents or employees as part of the Work, where such giving or failure to give directions or instructions by the County's Architect, is the primary and principal cause of the bodily injury or property damage.

I. Claims

See the Culpeper County Purchasing Resolution for addressing claims, contractual claims, and contractual disputes.

J. No Claims Against Individuals

1. No claim whatsoever shall be made by the Contractor against any trustee, beneficiary, officer, agent, public official, or employee of the County for, or on account of, anything done or omitted to be done in connection with the contract.
2. This Section shall also supply with equal force and effect to the directors, officers and employees of the County's Architect provided, however, that this Section shall not apply to partners or other persons who by law would be liable for the acts of the legal entity, whether the County or County's Architect, it being the intent of this Section that claims against the legal entity itself shall not be precluded.

K. Safety and Protection

1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a. All persons on the Site or who may be affected by the Work;
 - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - c. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of completing the Work.
2. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
3. Contractor shall comply with the applicable requirements of The County's safety programs, if any.
4. Contractor shall inform The County and County's Architect of the specific requirements of Contractor's safety program with which The County's and County's Architect's employees and representative must comply while at the Site.
5. All damage, injury, or loss to any property referred caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the County or County's Architect or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).
6. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and County's Architect has issued a notice of final payment to the County and Contractor, indicating that the Work is complete and acceptable.

L. Emergencies

1. In emergencies affecting the safety of persons on the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the County's Architect or the County, shall act, at its discretion, to prevent threatened damage, injury, or loss. It shall give the County and County's Architect prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by it in an emergency which arose from causes beyond his control entitles it to an increase in the Contract price or an extension in the Contract time, it shall make claim as provided for in the Contract Documents.

M. Patents and Licensing Agreements

1. Contractor shall, protect, defend, indemnify, and save harmless the Owner and County's Architect from all liabilities, judgments, costs, damages, and expenses which may in any way come against either of them by reason of the use of any material, machinery, devices, equipment, or processes furnished or used in the performance of the Work for which patents or licensing agreements exist or by reason of the use of designs furnished by the Contractor for which patents or licensing agreements exist.

2. In the event that any claim, suit, or action at law or in equity of any kind whatsoever is made or brought against the County involving any such patents or licensing agreements, the County shall have the right to retain from the money due and to become due the Contractor a sufficient amount of money as shall be considered necessary by the County to protect itself against loss until such claim, suit, or action shall have been settled and evidence to that effect shall have been furnished to the satisfaction of the County.

N. Contractor to Check Contract Documents

1. Contractor shall verify all dimensions and quantities in the Contract Documents. Any discrepancies found between the Contract Documents and Site conditions or any errors or omissions found shall be immediately reported to the County's Architect, who shall promptly correct such error or omission in writing. Any Work done by the Contractor after its discovery of such discrepancy if such discrepancies, errors, or omissions shall be done at the Contractor's risk.

8.5 County's Status

A. Furnish Data

1. County shall furnish the data required of County as stipulated in the Contract Documents.

B. Limitations on County's Responsibilities

1. The County shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. County will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Compliance with Safety Program

1. While at the Site, County's employees and representative shall comply with the specific applicable requirements of Contractor's safety programs.

8.6 Architect's Status

A. Visits to Site

1. County's Architect will make visits to the Site at intervals appropriate to the various stages of construction as County's Architect deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, County's Architect, for the benefit of County, will determine in general, if the Work is proceeding in accordance with the Contract Documents. County's Architect will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. County's Architect's efforts will be directed toward providing for County a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, County's Architect will keep County informed of the progress of the Work and will endeavor to guard County against defective Work.

B. Authorized Variations in Work

1. County's Architect may authorize, in writing as a Field Order, minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

C. Rejecting Defective Work

1. County's Architect will have authority, with approval from the County, to reject Work which County's Architect believes to be defective, or that County's Architect believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

D. Decisions on Requirements of Contract Documents and Acceptability of Work

1. County and County's Architect will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between County and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to County and County's Architect in writing within thirty (30) days of the event giving rise to the question.

2. County's Architect will, with reasonable promptness, render a written decision on the issue referred. If County or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made consistent with the Culpeper County Purchasing Resolution.

3. County's Architect's written decision on the issued referred, once accepted by the County, will be final and binding on County and Contractor, subject to the provisions of the Culpeper County Purchasing Resolution.

4. When functioning as interpreter and judge under this paragraph, the County's Architect will not show partiality to the County or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity

E. Limitations on the County's Architect's Authority and Responsibilities

1. Neither the County or the County's Architect's authority or responsibility under the Culpeper County Purchasing Resolution, or under any other provision of the Contract Documents nor any decision made by the County's Architect in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by the County's Architect shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by the County's Architect to the Contractor, any subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

2. County or County's Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and Regulations applicable to the performance of the Work. County and County's Architect will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

3. County and County's Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work.

4. County and County's Architect's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by the Contract Documents will only be to determine generally that their content complies with the requirement of, and in the case of certificates of inspection, tests, and approvals that the results certified indicate compliance with, the Contact Documents

F. Compliance with Safety Programs

1. While at the Site, County's Architect's and County's employees and representative shall comply with the specific applicable requirements of Contractor's safety programs.

8.7 Substitutes and "Or-Equals"

Generally, substitutions and/or "or-equals" are not permitted after the close of bids. With that said, substitutions and/or "or-equals" may be considered on a per instance per project basis where it may be determined in the best interest of the County to consider any such requests for substitution. The County in its sole discretion reserves the authority to make a determination (i) that any requested substitution is equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended and (ii) whether permitting any such substitution is in the best interest of the County to consider or approve/authorize.

8.8. Payment to Contractor

A. Schedule of Values

1. The Schedule of Values established herein Article 8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to County's Architect.

B. Progress Payments

1. Applications for Payments

a. At least twenty (20) days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to County/County's Architect for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that County has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect County's interest therein, all of which must be satisfactory to County.

b. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

c. The amount of retainage with respect to progress payments will be as stipulated in this Agreement.

2. Review of Applications

a. County's Architect will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to County or return the Application to Contractor, indicating, in writing, the County's Architect's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

b. County's Architect's recommendation of any payment requested in an Application for Payment will constitute a representation by County's Architect to County, based on County's Architect's observations of the executed Work as an experienced and qualified design professional, and on County's Architect's review of the Application for Payment and the accompanying data and schedules, that to the best of County's Architect's knowledge, information, and belief:

i. The Work has progressed to the point indicated;

ii. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole

prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and

iii. The conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is County's Architect's responsibility to observe the Work.

c. Neither County's Architect's review of Contractor's Work for the purposes of recommending payments nor County's Architect's recommendation of any payment, including final payment will impose responsibility on County's Architect:

i. To supervise, direct, or control the Work, or

ii. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

iii. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

iv. To make any examination to ascertain how or for what purposes

Contractor has used the moneys paid on account of the Contract Price, or

v. To determine that title to any of the Work, materials, equipment has passed to County free and clear of any liens.

d. County's Architect may refuse to recommend the whole, or any part of any application for payment, as may be appropriate and reasonable under the circumstances. The basis for any recommendation refusal, may include, but is not limited to:

i. Subsequently discovered evidence regarding Work performed;

ii. The results of inspections or tests regarding Work performed;

iii. The Work is defective, or completed Work has been damaged, requiring correction or replacement;

iv. The Contract Price has been reduced by Change Orders;

v. County has been required to correct defective Work or complete portions of the Work;

vi. Claims have been made against County on account of Contractor's performance or furnishing of the Work;

vii. Liens have been filed in connection with the Work, except where

Contractor has delivered a specific bond satisfactory to County to secure the satisfaction and discharge of such liens'; or

viii. There are other items entitling County to a set-off against the amount recommended.

8.9 Change Orders & Unauthorized Work

A. No claims may be made by anyone that the scope of the project or the Contractor's services have been changed (requiring changes to the amount of the compensation to the Contractor or other adjustments to the Contract) unless such changes or adjustments have been made in accordance with this Agreement.

B. Extra work performed without prior, approved, written amendment (change order) will be considered unauthorized, and at the expense of the Contractor. Payment will not be made by the County.

C. No oral conversations, agreements, discussions, or suggestions which involve changes to the scope of the Contract made by anyone, including County employees, shall be honored or valid.

D. No written agreements or changes to the scope of the Contract made by anyone including County employees, other than the County Administrator or the Owner's Contract Administrative, shall be honored or valid.

8.10 Beneficial Occupancy and Substantial Completion

A. For purposes of this Contract, the following definitions shall apply:

1. Beneficial Occupancy: Use or occupancy of the Work, or designated parts thereof, by the Owner, even though all of the Contract Work, or designated part thereof, may not yet be substantially complete.

2. Substantial Completion: Completion by the Contractor of all the Work of the Contract, or designated part thereof, except for minor or incidental items, the existence of which will not affect or impede the Owner's full use of the Work, as determined by the Owner's Representative.

B. Beneficial Occupancy:

1. The Owner reserves the right to use or occupy all or parts of the Work at the Owner's sole discretion, and before the Work or part thereof is substantially complete. However, unless specifically scheduled otherwise in the Special Conditions, or by prior agreement, the Owner shall not be required to use or occupy the Work or any part thereof until all of it is substantially complete. Beneficial occupancy of the Work of part thereof by the Owner shall not relieve the Contractor from completing all the Work in accordance with the Contract Documents, or from other contractual obligations, and shall not prejudice the Owner in any way.

2. Equipment or operating systems will not be considered for use under beneficial occupancy, and will not be considered substantially complete, until all of the conditions and requirements (except the performance testing) have been successfully and completely met.

3. In the event the Owner takes beneficial occupancy of the Work or designated part thereof, the Owner's Representative shall prepare and issue to the Contractor a Notice of Beneficial Occupancy, clearly identifying the occupied Work, the Contract value of the occupied Work, the date of beneficial occupancy, the beginning and end dates of the warranty period for the occupied Work and the continuing responsibilities of the Owner and Contractor for operation, maintenance, utilities, security, insurance, etc. Generally, but not necessarily, the warranty period for equipment items will commence on the date of beneficial occupancy of that Work. Generally, but not necessarily, the retainage amount associated with equipment will not be reduced until the Work is substantially complete, as hereinafter described.

C. Substantial Completion:

When the Contractor has completed the Work, or designated parts thereof, to a point that, in the opinion of the Contractor the Work is substantially complete, the Contractor shall so notify the Owner's Representative in writing. However, unless specifically scheduled in the Special Conditions or agreed to in advance by the Owner, the Owner shall not be obligated to consider any part of the Work for substantial completion until all of the Work of the Contract is substantially complete.

1. As soon as reasonably practical after receiving such notification, the Owner's Representative will inspect the Work and thereafter advise the Contractor of any deficiencies or other impediments to determining the Work to be substantially complete. Note that any such inspection and listing of impediments to substantial completion shall not be construed to be a "final inspection" or "punch list," unless specifically identified as such by the Owner's Representative.

2. When the Owner's Representative determines that the Work is, in fact, substantially complete, a final inspection involving all interested parties will be scheduled and conducted by the Owner's Representative. The Owner's operation and maintenance personnel may participate in this inspection or may perform their inspections separately. Following the inspection(s), the Owner's Representative will provide the Contractor with a compiled list of defective, deficient, incomplete or otherwise unacceptable Work. This list is commonly referred to as a "punch list". The Owner's Representative will indicate on the punch list its opinion of the estimated cost of completing or correcting each of the items listed thereon.

3. After preparation of the punch list, the Owner's Representative will prepare and issue a Certificate of Substantial Completion. This document will clearly identify the parts of the Work which are substantially complete, the value of the substantially completed Work, including any fully executed change orders applicable thereto, the date of substantial completion, the beginning and end date of the warranty period, and the continuing responsibilities of the parties for operation, maintenance, utilities, security, insurance, etc. The punch list will be attached to the Certificate of Substantial Completion and be made a part thereof. (The value of substantially completed Work shall be determined from the bid items, or, if no applicable bid items exist, from the Contractor's approved lump sum breakdown.)

8.11 Intent of Contract Documents

A. The intent of the Contract Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional costs to the Owner.

B. The mention of any specific duty or liability of the Contractor in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the Contract Documents, said reference to any specific duty or liability being merely for purposes of explanation.

C. The locations, character, and many details of the Work are shown on the Contract Drawings. The Work shall be constructed in accordance with these Drawings, and such other drawings as may be furnished from time to time by the Engineer. Should a dimension or detail be omitted, the Contractor shall request an interpretation from the Engineer.

D. Any error or discrepancy in the Contract Documents discovered by the Contractor shall be brought to the attention of the Owner/Engineer by the Contractor before proceeding with the Work affected by such error or discrepancy so that the error or discrepancy can be rectified.

8.12 Published Standards and Specifications

References in the Contract Documents to published regulations, specifications, codes or standard of private and governmental technical societies and agencies shall mean the latest edition of the referenced publication. Where referred to in these contract Documents, published regulations, specifications, codes or standards shall be followed or complied with as if they were incorporated herein in their entirety, as applicable to the Work of this Contract and to the extent that they do not conflict with specific requirements contained in these Contract Documents.

8.13 Submittals

A. Submittals shall be provided by Contractor sufficiently in advance of the Work to permit proper review, including time for necessary revisions and resubmittals. Delay to the Work caused by late submissions shall be the responsibility of the Contractor making such late submission.

B. The Owner shall not be obligated to accept or pay for materials or equipment furnished in the absence of reviewed Submittals.

C. Submittals shall present complete and accurate information relative to all working dimensions, equipment weights, assembly, and sectional views; all the necessary details pertaining to coordinating the Work of the Contract; lists of spare parts and tools where such parts or tools are required; no-scale control diagrams for control wiring and control piping; and any other items of information that are required to demonstrate detail compliance with the Contract Documents and to coordinate the Work with other subcontractors.

D. If called for in the applicable Technical Specifications or if specifically requested by the Engineer, submittals for operating or process equipment (e.g., presses, pumps, compressors, etc.) shall be accompanied by a certification from the equipment manufacturer that the offered equipment meets or exceeds specified requirements at the specified operating conditions. Certified performance curves or test data shall also be submitted, as applicable/ For equipment, such as pumps, which is controlled or driven by equipment furnished by other manufacturers, such as variable frequency drives, the driven equipment (pump) manufacturer shall certify that the drive equipment technical information has been reviewed and the drive equipment is suitable for and compatible with the driven equipment, and vice versa.

E. Submittals are reviewed only for the purpose of determining whether or not items proposed to be furnished by the Contractor are in substantial conformity with the requirements of the Contract

Documents. Notwithstanding the review of submittals, the Contractor is responsible for the accuracy and completeness of such information, for the satisfactory operation and performance of the furnished material or equipment and for its complete and proper installation.

F. After submittals are accepted by the Engineer, the items described in the accepted submittals shall be furnished exactly as described. In the event a manufacturer changes the design of an item subsequent to the acceptance of the submittal describing that item. Contractor shall revise the approved submittal to include all equipment revisions and resubmit for Engineer's review.

8.14 Layout and Coordination Drawings

The Contract Drawings do not necessarily contain all the details necessary to perform the Work. Where applicable or required, these details shall be provided by the Contractor in the form of layout or coordination drawings. In addition to submittals, the Contractor, and any applicable subcontractors, shall prepare and submit to the Engineer for review, coordination and layout drawings in sufficient detail to fully describe the Work to be performed. Such drawings would include, but not be limited, pipe laying schedules, pipe fabrication, support and restrain details, pipe, duct and conduit routings, equipment layout and mounting details, concrete placing schedules, reinforcing steel details, structural steel fabrication and erection details, etc.

8.15 Equipment Manufacturer's Manuals and Information

A. Equipment manuals shall be provided, as is reasonable.

B. All equipment, devices or materials furnished by the Contractor as a part of the Work of this Contract shall be accompanied by all information, instructions, and data necessary for the proper and complete care, operation, maintenance and repair of the equipment, device or material by the Owner's personnel. The required information, instructions and data shall be prepared and compiled by the manufacturer of the equipment, device or material and shall hereinafter be referred to collectively as "equipment manuals".

C. In addition to any specific requirements of other sections of the Contract Documents, equipment manuals shall be required for any and all items containing moving parts, electric or electronic wiring or components, pneumatic or hydraulic devices or components, or requiring regular or special maintenance, cleaning or lubrication.

D. Providing complete equipment manuals, as specified herein, for all equipment, devices or materials furnished under the Contract is part of the Work of this Contract and the Contractor is wholly responsible for obtaining acceptable equipment manuals from the equipment manufacturers and submitting them to the Owner. In order to be acceptable, each copy of each equipment manual from the equipment manufacturers and submitting them to the Owner. In order to be acceptable, each copy of each equipment manual must be complete, as specified herein, and must be clearly legible.

E. Over and above and in addition to any other retainages provided for in the Contract, ten percent (10%) of the value of equipment, devices or materials requiring equipment manuals shall be

retained from payments otherwise due the Contractor until acceptable equipment manuals for the applicable items are received by the Owner. For the purpose of applying this retainage, equipment, device or material values shall be determined from actual invoices presented by the Contractor to the Owner, or, in the absence of actual invoices, by an estimate of fair and reasonable value determined by the Owner. The Contractor is advised to include this specification, entitled “Equipment Manufacturers’ Manuals and Information,” in all applicable purchase orders and to provide a similar retainage provision in all applicable purchase orders or purchase agreements.

8.16 Record Documents

Contractor shall maintain and keep records consistent with and mirroring the requirements of the Virginia Public Records Act, including the relevant administrative and local procurement schedules created and maintained by the Librarian of Virginia, as imposed upon Owner. Contractor shall maintain in a safe place at the Site at least one record copy of all Drawings, Specifications, Addenda, Change Orders, and other written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved samples and a counterpart of all approved submittals will be available to Engineer for reference. Upon completion of the Work, these record documents, samples, and submittals will be delivered to Owner.

8.17 Services of Manufacturer’s Factory Representatives – Installation, Startup, and Training

A. The services of manufacturer’s factory representatives shall be provided by the Contractor at the times and for the duration and purposes stated in the various equipment specifications sections and/or Special Conditions. The factory representatives provided shall be trained and fully qualified and capable of performing the services required. Factory representatives shall arrive at the site with all tools, instruments, equipment, documentation or other materials necessary to perform the required services.

B. Time spent in travel to the site shall not be applied toward the required duration of service. Time spent at the site if not properly prepared or equipped to perform the required service shall not be applied toward meeting the specified durations. For installation, initial operation, testing, startup and adjustment services, the durations indicated in the Contract Document shall be considered minimums. Additional on-site time shall be provided at the Contractor’s expense as necessary to assure that equipment is installed and operating correctly and in accordance with the specifications.

C. The Owner’s personnel shall have the right to witness the activities of factory representatives during installation, testing, startup, and adjustment. Furthermore, the Owner reserves the right to video record, at its expense, the on-site activities of factory representatives, including training. Neither the Contractor nor the equipment supplier or manufacturer shall be entitled to any additional compensation as a result of the Owner’s video recording. It is understood that video recording, if performed, will be strictly for the Owner’s use in training its employees and that the video records will not be made available by the Owner to any other party or used for any other purpose.

D. Manufacturer's services for instruction and/or training of Owner's personnel shall be provided, as is reasonable. The specified durations for training shall be over and above the time spent at the site for any other purposes. As noted above, time spent in travel shall not be applied toward the required duration of service.

E. At least thirty (30) days prior to proposed training, the Contractor shall submit for the Owner's review and approval a training outline or lesson plan clearly indicating the subject matter duration of each segment and dept of detail proposed to be presented at the training session. No training shall be performed in the absence of a previously approved lesson plan or outline. Prior to scheduling training sessions, any and all equipment manuals, as specified elsewhere, shall be submitted to and approved Owner. No training shall be performed in the absence of previously approved equipment manuals. Training which is provided that does not follow approved lesson plans or outlines, or where manufacturer's representative is not properly prepared or qualified shall not be accepted by the Owner as meeting the training requirements.

F. Training, assumed to be formed twice to accommodate operating shifts, shall be scheduled at least thirty (30) days in advance so as to provide the Owner an opportunity to adjust work schedules to permit all interested personnel to attend. If applicable to the particular training to be provided, the Owner can make its training room facilities available

**[THIS PORTION OF THE PAGE INTENTIONALLY LEFT BLANK -
SIGNATURES TO FOLLOW]**

WITNESS the following signatures and seals in agreement with the above terms for

Contract # _____:

COUNTY OF CULPEPER

By: _____
Printed Name: _____
Title: _____
Address Line 1: _____
Address Line 2: _____
Telephone: _____
Email: _____
Date: _____

Approved as to Form:

Shelia J. Weimer, Esq.
County Attorney
Date: _____

[CONTRACTOR NAME]

By: _____
Name: _____
Title: _____
Address Line 1: _____
Address Line 2: _____
Telephone: _____
Email: _____
Date: _____

CONTRACT DOCUMENT 5

GENERAL CONDITIONS FOR PURCHASE AGREEMENTS

1. **Definitions.** The term Department Head means the director of the using department of the County of Culpeper and the term his or her duly authorized representative means any person authorized in writing by the department head to act for the department head in connection with this contract.

The term Purchasing Agent means the Purchasing Agent of the County of Culpeper whose duties and responsibilities are more particularly described in the Culpeper County Purchasing Resolution, or his or her designees, as duly authorized pursuant to the Purchasing Resolution.

2. **Compliance with Laws.** The Seller shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the preparation of proposals or the performance of this Agreement, including, without limitation, the Culpeper County, Virginia, Purchasing Resolution, the Culpeper County Code, and the Code of Virginia. Copies of the Purchasing Resolution and the County Code are available for inspection in the office of the Purchasing Agent.

The Agreement is governed by the applicable provisions of the Culpeper County Purchasing Resolution, which is incorporated herein by reference. The time limit for decision by the County Administrator in the event of a contractual dispute, as defined in the Resolution, is 15 days. Procedures for contractual disputes, appeals and protests shall be governed by the Resolution.

3. **Taxes.** The County of Culpeper is exempt from excise taxation by virtue of exemption certificate No. 54-6001236. The Purchasing Agent will complete such documents as may be necessary for Seller to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

The prices quoted here shall agree with all federal laws and regulations.

4. **Notice.** All communications and notices provided for here shall be in writing, delivered personally or mailed first class, postage prepaid, to the contractor by name and address listed on the proposal; to the department head of the using department by name and address listed on the cover here and to the Purchasing Agent, County Administration Offices, 302 North Main Street, Culpeper, VA 22701.

5. **Nondiscrimination.** If this Agreement is valued in excess of \$10,000, during the performance of this Agreement, Seller, in performing under this Agreement, agrees as follows:

- a. Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, 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 Seller. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Seller, in all solicitations or advertisements for employees placed by or on behalf of Seller, will state that Seller is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Seller will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

e. Seller will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6. ***Packing, Shipping and Delivery.*** Unless otherwise specified, (i) all packing and crating by Seller shall be in compliance with carrier's tariffs and in suitable containers for protection in shipment and storage, and (ii) the price or prices include all charges for Seller's packing and crating, and for transportation to the F.O.B. point.

All materials shipped to the County of Culpeper must be shipped F.O.B. Culpeper. If delivery is made by truck, arrangements must be made in advance by the Seller in order that the County may arrange for receipt of the materials. The material must then be delivered where directed.

Truck deliveries will be accepted before 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or holidays.

The quantity of material to be delivered by truck shall be ascertained from a weight certificate issued by a duly licensed Virginia public weigh master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to reweigh at the nearest available railroad scale.

7. ***Price and Quantity.*** No sale or purchase of goods hereunder shall be at higher prices than specified in the Agreement. Unless otherwise provided herein, the price or prices shall include all applicable federal, state and local taxes in effect on the date of the Order. In case of new taxes or increased rates or the repeal of taxes or the reduction of rates, prices shall be adjusted accordingly. Shipments must equal exact quantities ordered, unless otherwise agreed in writing by the Purchasing Agent.

8. ***Price Reduction.*** If at any time after the execution of this Agreement the Seller makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). The price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction shall mean any horizontal reduction in the price of an article or service offered (1) to Seller's customers generally, or (2) in the Seller's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Seller shall invoice the ordering offices at the reduced prices indicating on the invoice that the reduction is pursuant to the price reduction provision of the contract documents. The Seller, in addition, shall within ten (10) days of any general price reduction notify the Purchasing Agent of the County of Culpeper of the reduction by letter. Failure to do so may require termination of the contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Purchasing Agent.

The Seller shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Agreement, or (2) if any such general price reductions were made they were reported to the Purchasing Agent within ten (10) days, and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Seller shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

9. ***Quality Control and Inspection.*** Seller shall provide and maintain a quality control system acceptable to County. All supplies may be subject to (i) inspection or verification during the period of manufacture, (ii) inspection or verification prior to shipment, and (iii) final inspection and acceptance at destination, notwithstanding any prior shipment, and (iv) final inspection and acceptance at

destination, notwithstanding any prior payment or inspection and acceptance. County may reject and hold at Seller's expense, subject to Seller's disposal, all supplies not conforming to applicable warranties, specifications, drawings, samples, or descriptions. Without limiting any other rights, County may at its option require Seller to (i) repair or replace at Seller's expense any item of supplies ordered which fails to meet the requirements of applicable warranties, specifications, drawings, supplies, or descriptions, or (ii) refund the price of any such item. Rejected supplies shall not be retendered to County by Seller unless notification of such past rejection is submitted with the retender and County has consented to such retender. Buyer's right of inspection and acceptance shall not be deemed to relieve Seller of its obligation to ensure that all goods conform to the applicable warranties, specifications, drawings, samples, or descriptions.

The County, by its Purchasing Agent, or any person whom he or she shall designate, shall have a right to inspect any material to be used in carrying out this contract.

The County does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

The Seller shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the County.

Materials, components or completed work not complying with the requirements or specifications may be rejected by the Purchasing Agent and shall be replaced by the Seller at no cost to the County.

Any materials or components rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Seller, after written notice has been mailed by the County to the Seller that the materials or components have been rejected.

10. ***Deliveries.*** County's operations are based upon the understanding and agreement that supplies will be delivered to County by the date specified on the face of each Order hereunder. Time is, therefore, of the essence in this agreement. In case of failure to deliver goods in accordance with the Purchase Order terms and conditions, Buyer, after due oral or written notice, may procure the goods from other sources and hold Seller responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming goods, they may be accepted and payment shall be made at a reduction in price determined solely by Buyer. This remedy shall be in addition to any other remedy which Buyer may have.
11. ***Changes.*** County shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs and delivery schedules. Seller shall immediately notify County of any increases or decreases in costs caused by such changes, and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Agreement.
12. ***Responsibility for Property.*** Seller shall be liable for any loss or destruction of, or damage to, property of County caused by the negligence or wrongful acts or omissions of Seller or Seller's representatives, agents, or employees. Title and risk of loss or damage to all goods shall be the responsibility of Seller until final acceptance by Buyer.
13. ***Secrecy of County's Data.*** Seller shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of County, without first obtaining the prior written authorization of County. Upon County's request, such data, designs, or other information, including all copies thereof, shall be returned to County. Where County's data, designs, or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of County's orders, Seller shall insert the substance of this provision in its orders.

14. **Assignment and Set-off.** This Agreement shall be binding upon any successor to Seller's business provided that Seller shall not delegate any duties, nor assign any rights or claims under this Agreement, or for breach thereof, without prior written consent of County (but in no case shall the consent relieve the Seller from his or her obligations or change the terms of the contract), and any such attempted delegation or assignment shall be void and unenforceable. The Seller shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained.

All claims for monies due or to become due from County shall be subject to deduction by County for any set-off or counterclaim arising out of this or any other of County's purchase orders with Seller, or for any other liquidated debt from Seller to County, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by Seller.

15. **Non-infringement.** To the extent that the supplies are manufactured to detailed designs not originated and furnished by County, or by a process or method the use of which is not specifically directed by County, Seller guarantees that the sale or use of such supplies or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save County and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such supplies. Seller shall defend, at its own expense, any action or claim in which such infringement is alleged, provided Seller is notified within a reasonable time of such action or claim against County. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by Seller was designed.
16. **Bankruptcy.** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, County shall be entitled to cancel any unfilled part of this Agreement without any liability whatsoever.
17. **Governing Law and Venue; No Arbitration or Mediation.** This Agreement and the contract between the parties evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia without consideration of any conflict of laws analysis or rules. Venue for any action arising hereunder shall be in the state courts for the County of Culpeper, Virginia, if at all permitted by law. All parties expressly waive the right, if any, to remove any case filed in the courts of Culpeper County to federal court. Nothing under this Agreement shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from the Contract Documents.
18. **Traffic Routing and Proof of Shipment.** Any losses accruing from deviation from County's routing instructions, shall be charged to Seller's account. Seller shall forward to County, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment was made.
19. **Indemnification.** In the event Seller, its employees, agents, subcontractors, or representatives enter premises occupied by or under the control of County or third parties in the performance of this Agreement, Seller shall save, defend, hold harmless and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including Seller's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with

such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, Seller and its subcontractors shall maintain public liability and property damage insurance in reasonable limits to covering the obligations set forth above, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this Agreement.

20. **Limitation of Liability.** County's liability shall be limited to the unpaid balance of amounts due under this Agreement, and in no event shall County be liable to Seller for indirect, incidental, consequential or special damages. The County makes no waiver of its sovereign immunity.
21. **Warranty.** Seller warrants that all supplies furnished hereupon will be free from defects in material and workmanship, conform to applicable specifications, drawings, samples, and descriptions, and of Seller's design, be free from design defects. Unless otherwise specified in the delivery order, the supplies shall be new and not used or reconditioned, shall be merchantable, and (if Seller knows or has reason to know of County's intended purpose or use therefore) shall in all respects be suitable for the particular purpose or use for which they are purchased by County. Seller warrants that it has good title to all goods Seller invoices for payment. Seller shall indemnify and hold County harmless from and against any and all damages, losses, demands, costs and expense incurred by County due to Seller's breach of its warranties hereunder. All guarantees and warranties required shall be furnished by the Seller and shall be delivered to the Purchasing Agent before final voucher on the contract is issued.
22. **Termination For Default.** The contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, the County will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen days written notice before the termination takes effect. Such fifteen day period will begin upon the mailing of notice by the County. If the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation only for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract. The Contractor shall not be entitled to any compensation for any lost profit, consequential damages or any sums except or expressly set forth herein.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

23. **Termination For Convenience.** The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

The contractor will be entitled to receive compensation only for all contract services satisfactorily performed by the contractor and allocable to the contract. The contractor shall not be entitled to any compensation for any lost profit, consequential damages or any sums except or expressly set forth herein.

24. ***Immigration Reform and Control Act of 1986.*** The Contractor certifies that it does not and will not during the performance of the Contract employ any unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986, as amended, or otherwise violate any of the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

25. ***“Trading As”, “Doing Business As”, and fictitious name filings.***

Seller shall be properly registered with the Virginia State Corporation Commission. Any Seller having a “trading as” and/or “doing business as” alias shall be in compliance with the the laws of the Commonwealth of Virginia regarding requisite fictitious name filings in the Circuit Court of the jurisdiction in which the work is performed with a copy to the Virginia State Corporation Commission. Failure to properly make any requisite filing is punishable as a misdemeanor as a matter of law.

Any company to whom work under this contract is subcontracted shall be properly and actively registered with the Virginia State Corporation Commission. Moreover, in the event any company to whom work under this contract is subcontracted has a “trading as” and/or “doing business as” alias and/or in the event any work is otherwise performed under this contract by a business that has a “trading as” and/or “doing business as” alias, the company shall be in compliance with the the laws of the Commonwealth of Virginia regarding requisite fictitious name filings in the Circuit Court of the jurisdiction in which the work is performed with a copy to the Virginia State Corporation Commission. Failure to properly make any requisite filing is punishable as a misdemeanor as a matter of law.

26. ***Must Be Authorized to Transact Business.*** Seller, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, shall have its paperwork and fees in order with the Virginia State Corporation Commission and 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 Virginia Code or as otherwise required by law. A public body, including the County, may void any contract with a business entity if the Seller business entity fails to remain in compliance with the provisions of this section.

27. ***Approval by County Attorney.*** Pursuant to the requirements of state and local law, this Agreement has been approved as to form by the Culpeper County Attorney.

28. ***Time is of the essence in the performance of this agreement.***

SECTION 01100 - SUMMARY

1.1 GENERAL

- A. Project Identification: Project consists of one project under one Construction Contract: The Culpeper County Options Addition.
 - 1. Project Location: 13033 James Madison Highway – Culpeper, VA 22701
 - 2. Owner: County of Culpeper
- B. Architect Identification: The Contract Documents, dated revision #2 May 8, 2024, were prepared for the Project by Sanders Architecture, PC.
- C. The Work consists of all work as defined by the specifications, drawings and addenda.
 - 1. Generally, the Work consists of partial demolition and construction of a 720 SF (1) story with basement frame Addition as more fully described in the Project Manual and Drawings.
- D. Project will be constructed under one construction contract by one General Contractor.
- E. Work Sequence: The Work shall be conducted in one continuous phase, in coordination with other users on the property.
- F. Use of Premises: Contractor shall limit access and use to those portions of the site indicated for new construction activities. Work must be scheduled and phased so that the existing use maintains operations during normal business hours during construction. Contractor's use of premises is limited by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Separate Contract: Owner may award separate contracts for performance of certain work on site including telecommunications and security systems. Those operations may be conducted simultaneously and be coordinated fully with work under this Contract. Work that may be provided by others will be identified at the pre-bid meeting upon request.
- G. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- H. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

END OF SECTION 01100

SECTION 01140 - WORK RESTRICTIONS

1.1 GENERAL

- A. Use of Premises: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to area of site to be altered by construction activity. Stay off adjacent property and public streets without prior approval.
 - 2. Owner Occupancy: Owner will continue to occupy the site during construction. Utility Services, Egress & parking must be maintained at all times.
 - 3. Tools and weapons: No weapons are permitted on County property at any time.
 - 4. Adjacent Site: Keep construction activities off of adjacent properties.
 - 5. Security: Contractor shall comply with County Security guidelines.
- B. Utilities: Except for approved and scheduled interruptions, All existing utility services must be maintained operational at all times. Contractor may use existing site water from existing hydrant. Furnish electric service for construction needs. Utility services may not be interrupted without the prior approval of the Owner's representative.
- C. Air Quality: Maintain indoor air quality to regulated safe levels at all times in every area of the building. Keep dust out of the HVAC ductwork and systems.
- D. HVAC systems: Systems that service areas under construction only shall not be used in areas under construction until a certificate of occupancy is issued without Owner's permission. Provide temporary space conditioning throughout construction.
- E. Noise: Limit construction activities that may cause excessive vibration or noise to be transmitted to occupied areas of the site during public occupancy. Contractor shall be prepared to immediately cease noise, lighting or other construction activities that interfere with Owner operations upon request.
- F. Obtain all permits necessary to temporarily obstruct public streets or sidewalks or to perform work on in a ROW. Obtain all permission necessary from other governing authorities having jurisdiction.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

1.4 END OF SECTION 01140

SECTION 01210 - ALLOWANCES

1.1 GENERAL

- A. Summary: Certain materials and equipment and, in some cases, installation may be specified in the Contract Documents by allowances. Allowances have been established to defer selection of actual materials and equipment to a later date when additional information is available. Additional requirements will be issued by Change Order.
- B. This Section only applies to items specifically identified as a material “allowance” by the contract documents.
- C. Types of allowances include the following:
 - 1. Lump-sum allowances. Material allowance amounts indicated include the total cost, including taxes and shipping, of providing materials to the site. All installation costs including contractor’s labor, overhead and profit are included in the contract base bid.
- D. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
- E. Selection and Purchase: At the earliest practical date after award of the Contract, advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
 - 1. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
 - 2. Purchase products and systems selected by Architect from the designated supplier.
- F. Submittals: Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
 - 1. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- G. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. Prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.
- B. Preparation: Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
- C. Schedule of Allowances: See individual specifications sections for Allowances.

END OF SECTION 01210

SECTION 01230 - ALTERNATES

1.1 GENERAL

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- C. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

END OF SECTION 01230

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

1.1 GENERAL

- A. Coordination: Related Sections include the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.
- B. Minor Changes in the Work: Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."
- C. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request, but no later than 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- D. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

- E. Proposal Request Form: Use AIA Document G709 or similar form for Proposal Requests.
- F. Allowance Adjustment: Base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. Allow for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs only where indicated as part of the allowance.
 - 2. Prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- G. Submit claims for increased costs because of a change in the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- H. Change Order Procedures: On Owner's approval of a Proposal Request, Contractor will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or similar form.
- I. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 or similar form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
 - 2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - a. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01250

SECTION 01270 - UNIT PRICES

1.1 GENERAL

- A. Unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 1 Section "Quality Requirements" for general testing and inspecting requirements.
- C. Unit prices include all necessary material, cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- D. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
 - 1. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. Unit prices which may be required are listed in each Specification section.

END OF SECTION 01270

SECTION 01290 - PAYMENT PROCEDURES

1.1 GENERAL

- A. Coordination: Related Sections include the following:
1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Correlate line items with other required administrative forms and schedules, including Submittals Schedule and Application for Payment forms with Continuation Sheets.
1. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 2. Format and Content: Use the Project Bid Form Schedule of Values or other approved schedule.
 3. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 4. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 5. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment. Provide several line items for principal subcontract amounts. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

7. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other items that are not direct cost of work-in-place may be shown either as separate line items or distributed as general overhead expense.
 9. Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- C. Applications for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 2. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
 3. Payment Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.
 4. Payment Application Forms: Use AIA Document G702 as form for Applications for Payment or similar form.
 5. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - b. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 6. Transmittal: Submit signed PDF document for review. Include waivers of lien and similar attachments if required.
 7. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - a. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 - b. When an application shows completion of an item, submit final or full waivers.
 - c. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - d. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

- 1) Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- e. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
8. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - a. List of subcontractors.
 - b. Schedule of Values.
 - c. Contractor's Construction Schedule (preliminary if not final).
 - d. Submittals Schedule (preliminary if not final).
 - e. List of Contractor's staff assignments.
 - f. Copies of building permits.
 - g. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - h. Certificates of insurance and insurance policies.
 - i. Performance and payment bonds.
9. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - a. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - b. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
10. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - a. Evidence of completion of Project closeout requirements.
 - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - c. Updated final statement, accounting for final changes to the Contract Sum.
 - d. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - e. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - f. AIA Document G707, "Consent of Surety to Final Payment."
 - g. Evidence that claims have been settled.
 - h. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01290

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

1.1 GENERAL

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - a. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.
- D. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Indicate relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.

- E. Project Meetings, General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.
- F. Pre-construction Conference: Schedule a pre-construction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. Sprinkler System coordination
 - p. First aid.
 - q. Security.
 - r. Progress cleaning.
 - s. Working hours.
- G. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Required performance results.
 - u. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements.
 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- H. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

1.1 GENERAL

- A. Submittals: Submit the following (PDF format):
 - 1. Submittals Schedule: Submit schedule. Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category (action or informational).
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - 2. Contractor's Construction Schedule: Submit initial schedule large enough to show entire schedule for entire construction period.
- B. Coordination: Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity with other activities and schedule them in proper sequence.

1.2 PRODUCTS

- A. Submittals Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
- B. Contractor's Construction Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work.
 - 1. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - a. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
 - 2. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
 - 3. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 - 4. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

- a. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - b. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - c. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - d. Startup and Testing Time: Include not less than (5) working days for startup and testing.
 - e. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
5. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- a. Work by Others: Include a separate activity for each portion of the Work performed by Others.
 - b. Work Restrictions: Show the effect on the schedule of limitations of continued occupancies, uninterruptible services, use of premises restrictions, and provisions for future construction.
 - c. Work Stages: Indicate important stages of construction for each major portion of the Work.
6. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
7. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, notify Architect and prepare a detailed report if requested. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

1.3 EXECUTION

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
- 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
 - 4. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - a. Post copies in Project meeting rooms and temporary field offices.

- b. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION 01320

SECTION 01330 - SUBMITTAL PROCEDURES

1.1 GENERAL (Except for material & color chart samples, submittals shall be made in PDF format)

- A. Definitions: As follows:
 - 1. Action Submittals: Written and graphic information that requires Architect's responsive action.
 - 2. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
 - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Allow 15 days for processing submittals from Divisions 2, 3, 5, 15 and 16. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Allow 10 days for processing each resubmittal.

- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 4 by 5 inches (100 by 125 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.

- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
 - G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
 - 1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
 - H. Transmittal: Architect will return submittals, without review, received from sources other than Contractor.
 - I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.
- 1.2 PRODUCTS (Except for material & color card samples, submittals shall be in PDF format with hard copies not required.)
- A. Action Submittals: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit PDF document. Mark up and retain one returned copy as a Project Record Document.
 - 2. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - a. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - b. Mark each copy of each submittal to show which products and options are applicable.
 - c. Include the following information, as applicable:
 - 1) Manufacturer's written recommendations.
 - 2) Manufacturer's product specifications.
 - 3) Manufacturer's installation instructions.
 - 4) Manufacturer's catalog cuts.
 - 5) Wiring diagrams showing factory-installed wiring.
 - 6) Printed performance curves.
 - 7) Operational range diagrams.
 - 8) Compliance with recognized trade association standards.
 - 9) Compliance with recognized testing agency standards.
 - 3. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.

- f. Templates and patterns.
 - g. Schedules.
 - h. Notation of coordination requirements.
 - i. Notation of dimensions established by field measurement.
 - j. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - k. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
4. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
 5. Samples: Prepare physical units of materials or products, including the following:
 - a. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
 - b. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - c. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected.
 - d. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side.
 - e. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - f. Number of Samples for Initial Selection: Submit (7) full set[s] of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - g. Number of Samples for Verification: Submit (4) sets of Samples. Architect will retain (3) Sample sets; remainder will be returned.
 - h. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 6. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
 7. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
 8. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
 9. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
 10. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
 11. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
- B. Informational Submittals: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit in PDF format.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
4. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
5. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
6. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
7. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
8. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
9. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
10. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
11. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
12. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
13. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
14. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
15. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
16. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
17. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
18. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.
19. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
20. Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation."

1.3 EXECUTION

- A. Contractor's Review: Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Architect's Action: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
 - 1. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 2. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
 - 3. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

1.1 GENERAL

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Quality-control services do not include contract enforcement activities performed by Architect.
- B. Delegated-Design Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- C. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- D. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- F. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- H. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- I. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- J. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- K. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- L. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- M. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- N. Special Tests and Inspections: If required by code, Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
 - 1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 5. Testing agency will retest and reinspect corrected work.

- O. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- P. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- Q. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 5. Do not perform any duties of Contractor.
- R. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field-curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- S. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. **Repair and Protection:** On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 - 2. Protect construction exposed by or for quality-control service activities.

3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 01420 - REFERENCES

1.1 GENERAL

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations" include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 2. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.

- K. Industry Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- L. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- M. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.
- N. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.
- O. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01420

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL

- A. Temporary contractor facilities (field office) are not required for this project. Any costs associated with temporary facilities required to execute this contract shall be included in the base bid cost. General Contractors should review anticipated material staging and project management requirements prior to the pre-bid meeting and ask questions concerning outside facilities, utilities, demolition and dumpster location, etc. at the pre-bid meeting.
- B. Temporary Toilets: Provide temporary toilets until substantial completion.
- C. Temporary Utilities: Except for scheduled utility connections projected to last less than (2) hours, provide continuous temporary utility service required to maintain building utilities at all times to all occupied portions of the site during the work. On site water hydrant / hose connection will be provided by Owner.
- D. Construction Fencing: Construction fencing is not specified in this Contract. Any costs associated with cameras / temporary construction security fencing or safety fencing or barricades required to protect public & secure materials shall be included in the base bid cost.

SECTION 01600 - PRODUCT REQUIREMENTS

1.1 GENERAL

A. Definitions: As follows:

1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - b. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - c. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
2. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use standard contractor request form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- D. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- E. Product Delivery, Storage, and Handling: Use means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store products to allow for inspection and measurement of quantity or counting of units.
 6. Store materials in a manner that will not endanger Project structure.
 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 9. Protect stored products from damage.
- F. Product Warranties: Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - a. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - b. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - c. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
 2. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

1.2 PRODUCTS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures: Procedures for product selection include the following:
1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.

- a. Substitutions may be considered, unless otherwise indicated.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Paragraph.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.

- a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
- C. Product Substitutions: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
- D. Comparable Products: Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

1.3 EXECUTION (Not Used)

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

1.1 GENERAL

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.
- E. Installation: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - 5. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

- a. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - b. Allow for building movement, including thermal expansion and contraction.
 - 6. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - 7. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- F. Progress Cleaning: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - 4. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - 5. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
 - 6. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - 7. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. Starting and Adjusting: Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- 1. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- H. Protection of Installed Construction: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- I. Correction of the Work: Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
- 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

1.1 GENERAL

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include a description of cutting and patching and changes to existing construction, a list of products to be used and firms or entities that will perform the Work, dates when cutting and patching will be performed, and a list of utilities that cutting and patching procedures will disturb or affect.
 - 1. Structural Elements: No cutting of structural elements is permitted unless specifically indicated in the construction documents.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - 1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
- E. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS

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

1.3 EXECUTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

- B. Temporary Support: Provide temporary support of Work to be cut. This shall include all design and installation and removal costs associated with structural shoring, temporary support beams, etc. necessary to install the permanent structural modification.
- C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.
- F. Performance: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- G. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 01731

SECTION 01732 - SELECTIVE DEMOLITION

1.1 GENERAL

A. Definitions:

1. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
4. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. Materials Ownership: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

C. Submittals:

1. Proposed dust-control and noise-control measures.
2. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition work, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
3. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements.

D. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

E. Standards: Comply with ANSI A10.6 and NFPA 241.

F. Project Conditions:

1. Owner will occupy portions of building and site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Extent of Owner's use of site and procedures for coordinating demolition will be addressed at the pre-bid meeting.
2. Maintain access to existing walkways, corridors, tunnels, and other adjacent occupied or used facilities.
3. Owner assumes no responsibility for condition of areas to be selectively demolished.
 - a. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

G. Hazardous Materials: A hazardous materials inspection and survey has been performed.

1. Hazardous materials abatement is anticipated. If ACM are encountered following award of Contract, remove materials as part of the Contract work.

H. Storage or sale of removed items or materials on-site will not be permitted.

- I. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS

- A. Repair Materials: Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

1.3 EXECUTION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- C. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- D. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- E. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- F. Utility Requirements: Locate, identify, disconnect, shut off, and seal or cap off indicated utilities serving areas to be selectively demolished.
 - 1. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building where required.
- G. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- H. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
- I. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

- J. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- K. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- L. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- M. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- N. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- O. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
- P. Selective Demolition: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain [fire watch and] portable fire-suppression devices during flame-cutting operations. As a minimum a (4) hour fire watch shall follow all hot work.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Notify Owner promptly if selective demolition operations cause damage to adjacent parts or systems of the building – even if damage is repaired on the spot.
- Q. Removed and Salvaged Items: Comply with the following:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- R. Removed and Reinstalled Items: Comply with the following:
 - 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- S. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- T. Patching and Repairs: Promptly repair damage to adjacent construction caused by selective demolition operations.
1. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 2. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- U. Disposal of Demolished Materials: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
1. Burning: Do not burn demolished materials.
 2. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

SECTION 01770 - CLOSEOUT PROCEDURES

1.1 GENERAL

- A. Substantial Completion: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Substantial Completion Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.
- C. Final Completion: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."

2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty if applicable.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Final Completion Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. List of Incomplete Items (Punch List): Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- F. Project Record Documents: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- G. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

- H. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

- I. Operation and Maintenance Manuals: Submit in PDF format. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
 - 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
 - 3. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

- J. Warranties: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
 - 1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Submit in PDF format.
 - 2. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.

1.2 PRODUCTS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1.3 EXECUTION

- A. Demonstration and Training: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.

2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with Owner, through Architect, with at least seven (7) days' advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
 5. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for system design and operational philosophy, review of documentation, operations, adjustments, troubleshooting, maintenance, and repair.
- B. Final Cleaning: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
1. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove construction equipment and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains.
 - f. Remove debris and surface dust from limited access spaces.
 - g. Remove labels that are not permanent.
 - h. Clean mud from Roof & coping
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770



AmeriSci Richmond

13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: 8047631200 FAX: 8047631800

February 21, 2023

Environmental Health Consultants
Attn: T. Joel Loving
2304 Jefferson Park Avenue
Charlottesville, VA 22903

RE: Environmental Health Consultants
Job Number 123021783
P.O. #Loving
13033 James Madison Hwy (Options) - Basement

Dear T. Joel Loving:

Enclosed are the results for PLM asbestos analysis of the following Environmental Health Consultants samples received at AmeriSci on Monday, February 20, 2023, for a 24 hour turnaround:

OPTIONS-2-16-23-1B, OPTIONS-2-16-23-2B

The 2 samples contained in zip lock bag were shipped to AmeriSci via Fed Ex 8175 6737 7228 B 915. These samples were prepared and analyzed according to EPA PLM Method (EPA 600/R-93/116 Section 2.2). The required analytical information, analysis results, analyst signature and laboratory identification are contained in the PLM Bulk Asbestos Report. If TEM analysis was requested for selected samples the gravimetric reduction data (by Sec 2.3) and TEM Asbestos % (by Sec 2.5) are included in Table 1 along with a summary of Asbestos % by PLM for all samples analyzed.

This report relates ONLY to the sample analysis expressed as % asbestos. AmeriSci assumes no responsibility for customer supplied data such as "sample type", "location", or "area sampled". This report must not be used to claim product endorsement by AmeriSci, NVLAP or any agency of the U. S. Government. The National Institute of Standards and Technology accreditation requirements mandate that this report must not be reproduced, except in full, without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn F. Massey".

Glenn F. Massey
QA Manager | Authorized Signatory



AmeriSci Richmond

13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

PLM Bulk Asbestos Report

Environmental Health Consultants
Attn: T. Joel Loving
2304 Jefferson Park Avenue

Charlottesville, VA 22903

Date Received 02/20/23 **AmeriSci Job #** 123021783
Date Examined 02/21/23 **P.O. #**
Page 1 of 1
RE: 13033 James Madison Hwy (Options) - Basement

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
OPTIONS-2-16-23-1B Location: Boiler Pipe Insulation	123021783-01	Yes	65% (by CVES) by Daisha Addison on 02/21/23
Analyst Description: Tan, Heterogeneous, Fibrous, Insulation Asbestos Types: Chrysotile 65% Other Material: Cellulose 10%, Non-fibrous 25%			
OPTIONS-2-16-23-2B Location: Boiler Pipe Elbow Insulation	123021783-02	Yes	55% (by CVES) by Daisha Addison on 02/21/23
Analyst Description: White, Heterogeneous, Fibrous, Insulation Asbestos Types: Chrysotile 10%, Amosite 45% Other Material: Non-fibrous 45%			

Reporting Notes:

Analyzed by: Daisha Addison
Date: 02/21/23

Reviewed by: Glenn F. Massey

*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Meiji, Model MT 6120 microscope, Serial #2200363, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.



123021783

Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903

Phone: (434) 962-8721 • Email: joel@tjlenvironmental.com

Laboratory Sample Analysis Request

Analysis and Turnaround Time Requested: PLM (24-hour TAT)

Project Description: 13033 James Madison Hwy (Options) - basement

Instructions: *Please email results as soon as analyses completed. Repeat all sample information shown below on final lab report. Please sign and return this form with written report. Other special requests:* _____

Sample #	Special Notes	Person/Area Sampled	Activity Occurring	Pump #	Pump Flow Rate (LPM)	Start Time	Stop Time
OPTIONS- 2-16-23 -1B		boiler pipe insulation					
-2B		boiler pipe elbow insulation					

Samples submitted by: Z Romanukiu Date: 2/17/23 F

Samples received by: _____ Date: _____
Received

FEB 20 2023

Section 08710
Finish Hardware

Part 1 - General

1.1 Description

1. Work included:
 1. Provide finish hardware to complete the Work as shown on the Drawings and as specified herein;
 2. Furnish trim attachments and fastenings, specified or otherwise required, for proper and complete installation;
 3. Deliver to the job site those items of finish hardware scheduled to be installed at the job site; and deliver to other points of installation those items of finish hardware scheduled to be factory installed.
 4. Provide proposed detailed finish hardware schedule for review showing proposed hardware sets for each door opening.

1.2 Quality Assurance

1. Provide the services of an AHC or DAHC member of the American Society of Professional Hardware Consultants to:
 1. Be available for consultation with the Professional at no additional cost to the System during progress of construction;
 2. Be present at completion of construction, and:
 1. Inspect installation of all finish hardware items;
 2. Make all minor adjustments required, and;
 3. Report to Professional on completeness of installation.
 3. The hardware consultant may be an employee of the supplier.
2. Standards
 1. American National Standards Institute (ANSI): All products shall meet grade 1 or the highest level of cycle test requirements of the applicable ANSI standard
 1. A117.1 Providing Accessibility and Usability for Physically Handicapped People
 2. Individual subsections of A156 for door hardware
 3. Individual subsections of A115 for Door and Frame Preparation
 2. 1990 Americans with Disabilities Act (ADA)
 3. American Society for Testing and Material (ASTM):
 1. Specification B117 Method of Finish Corrosion Testing
 2. E-283 Rate of Air Leakage
 4. Underwriters Laboratories (UL):
 1. 228 Door Closers-Holders, with or without Integral Smoke Detectors
 5. National Fire Protection Association (NFPA):
 1. No. 80 Fire Doors and Windows
 2. No. 101 Life Safety Code

1.3 Submittals

1. Product data: Within 21 calendar days after the Contractor has received the System's Notice to Proceed, submit a materials list of items to be proposed to be provided under this Section
2. Templates: In a timely manner to assure orderly progress of the Work, deliver templates or physical samples of the approved finish hardware items to pertinent manufacturers of interfacing items such as doors and frames.

1.4 Product Handling

1. Individually package each unit of finish hardware, complete with proper fastenings and appurtenances, clearly marked on the outside to indicate contents and specific locations of the Work.

1.5 Extra Stock

1. Provide **two** extra interchangeable cores.
2. Provide special wrenches and tools applicable to each different or special hardware component.
3. Provide maintenance tools and accessories supplied by hardware component manufacturer.

1.6 Warranty

1. Manufacturer to supply a standard written warranty covering materials (period varies with

- hardware type)
- Contractor shall guarantee all workmanship, for a period of one year commencing from the date of substantial completion. All required repairs within that period shall be provided at no cost to the Owner.

Part 2 - Products (See Door Schedule Sheet for additional Hardware information)

2.1 General

- Single source for items: Except as specifically otherwise approved in advance by the Professional, furnish for each item specified only the product of a single manufacturer.
- For each of the required items of finish hardware, provide the specified manufacturer or from an approved substitute:
- Provide the finishes and model numbers indicated.
- The hardware supplier shall be responsible to verify the compliance of hardware items with the American Disabilities Act, and shall notify the Professional of any discrepancies prior to ordering.

2.2 Finishes:

- Provide hardware with the following finish, unless indicated otherwise herein or on the Drawings
 - 626 (US26D), Satin Chromium Plated
 - 630 (US32D), Satin Stainless Steel
 - 689 – Factory Painted Aluminum Finish

2.3 Thresholds

- Maximum height of 1/4" for ADA compliance or as indicated if lower
- Individual thresholds shall be sized for door opening width and depth, and adjoining surface elevations
- Finish: mill finish aluminum
- Acceptable Manufacturers
 - NGP
 - Reese
 - Pemko

2.4 Weatherstripping

- Materials
 - Silicone rubber
 - Extruded virgin vinyl, to comply with requirements specified in Commercial Standard CS 230-60, U.S. Department of Commerce and ASTM D-2287-81.
- Acceptable Manufacturers
 - NGP
 - Ultra Industries
 - Reese
 - Pemko

2.5 Hinges

- Three hinges per door leaf, unless indicated otherwise
- 5-knuckle hinges with four permanently lubricated, highly polished and hardened chrome alloy ball bearing assemblies
- Heavy weight series to meet ANSI Grade I requirements.
- Standard weight series to meet ANSI Grade 2 and BS7352 Grade 9
- Acceptable Manufacturers
 - Stanley
 - Mckinney
 - Hager

2.6 Push/pulls

- Push/pulls for Aluminum Entry Doors to be selected from Entry System manufacturers standard available options.
- Other push/pulls locations
 - Push plates
 - Material Gauge .050" Aluminum
 - Size: 3½" X 15"
 - Pulls

1. 3/4" round bar
2. 12" length, 2 1/4" Projection
3. Acceptable Manufacturers
 1. H.B.Ives
 2. Rockwood
 3. Hager

2.7 Exit Devices

1. Units shall be pushpad type
2. Hardened steel latches
3. Concealed mounting screws
4. Field adjustable width
5. Internal silencers
6. Active and inactive housings shall be of equal size not to exceed 1-1/4" x 7-1/2" x 2" projection
7. Exit device shall be U.L. listed for fire rated doors.
8. Surface mounted adjustable strikes for full frame or blade type stops
9. Acceptable Manufacturers
 1. Sargent
 2. Von Duprin
 3. Yale

2.8 Closers

1. All closers for openings that must meet the minimum requirements of the 1990 ADA act, shall be sized in accordance with the applicable reduced opening force requirements. All size 1 manual closers shall provide less than 5 pounds opening force on a 36" door leaf and delay closing time in accordance with the ADA requirements.
2. Certified to exceed ten million (10,000,000) full load operating cycles
3. Shall carry a manufacturer's ten (10) year warranty.
4. Fully hydraulic, rack and pinion action with high strength cast iron cylinders and one piece forged steel pistons.
5. Hydraulic fluid of a type requiring no seasonal adjustments for temperatures from 120-1/4°F (49-1/4°C) to -30-1/4°F (-35-1/4°C).
6. Hydraulic regulation controlled by tamper-proof, non-critical screw valves, adjustable with a hex wrench.
7. Separate adjustments for backcheck, general speed, and latch speed.
8. Include high efficiency, low friction pinion bearings.
9. Forged steel main and forearms.
10. Reversible shoe to increase latching power of the closer.
11. Finish: aluminum
12. Acceptable Manufacturers
 1. Sargent
 2. LCN
 3. Norton

2.9 Passage, Privacy, and Locksets, and Deadbolts

1. All locksets and latchsets must conform to ANSI A 156.2, Series 4000, Operational Grade 1, and be listed by UL.
2. Locksets must fit ANSI A115.1 door preparation.
3. Locksets and latchsets to have self-aligning, thru-bolted trim.
4. Auxiliary deadlatch to be made of one piece stainless steel, permanently lubricated.
5. Lever handles
 1. Forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1. Levers which contain a hollow cavity are not acceptable.
 2. Lever trim to be full return
6. Locksets must be available with tactile or knurled knobs or levers for identification of hazardous areas.
7. Spindle to be such that if forced it will twist first, then break, thus preventing forced entry.
8. Knobs and levers to be operated with a roller bearing spindle hub mechanism.
9. Permanent core face must be the same finish as the lockset finish.
10. Acceptable Manufacturers
 1. Sargent 11 LINE (Owner's Standard) no substitute.

2.10 Cylinders

1. Provide locksets with interchangeable cores to match Owner's Sargent XC large format IC Keying System.

2.11 Stops

1. Provide floor stops where feasible
2. Provide wall stops where floor stops are not suitable
3. Mount stops to protect adjoining surfaces from door swing including associated hardware
4. Acceptable Manufacturers
 1. H.B. Ives
 2. Mckinney
 3. Hager

2.12 Kickplates

1. 10" High x 2" less than door width (typical, unless noted otherwise)
2. see door schedule x 2" less than door width for higher kickplates
3. #6 x 5/8" Truss-head screws in counter sunk holes
4. Acceptable Manufacturers
 1. Rockwood
 2. Mckinney
 3. H.B. Ives

2.13 Accessories

1. Fasteners:
 1. Furnish necessary screws, bolts, and other fasteners of suitable size and type to anchor the hardware in place for long life under hard use;
 2. Where necessary, furnish toggle bolts, expansion shields, sex bolts, and other anchors approved by the Professional, to the material to which the hardware is to be applied and according to the manufacturer's recommendations;
 3. Fasteners shall harmonize with hardware finishes.
2. Where butts are required to swing 180°, furnish butts with sufficient throw to clear the trim.
3. Furnish silencers at the door frame at a rate of 3 per single door and 2 per door of double doors.

2.14 Keying (By Owner)

1. Factory key, masterkey, and grand-masterkey locks and cylinders as directed by the Owner.
 1. All doors entering the same rooms shall be keyed alike.
 2. Masterkey the building to one key type. (Verify with Culpeper County)
 3. Grand-masterkey the building to the Owner's key.
2. Furnish 5 copies of each key type.
3. Construction keying – provide construction cores with 6 construction keys and 1 control key.
4. Identification and delivery:
 1. Factory stamp all keys, "DO NOT DUPLICATE";
 2. Identify all keys with tags and submit all keys to System in the presence of the Owner.

2.15 Tools and Manuals

1. With the delivery of the keys, deliver to the System 1 complete set of adjustment tools and 1 set of maintenance manuals for all hardware.

Part 3 - Execution

3.1 General

1. Stockpile items sufficiently in advance to assure their availability, and make necessary deliveries in a timely manner to assure orderly progress of the Work.
2. Coordinate as necessary with other trades to assure proper and adequate provision in the Work of those trades for interface with the Work of this Section.
3. Furnish the Hardware as listed above, and in the amounts as required and outlined on the Door Schedule.

3.2 Installation

1. Install each hardware item in compliance with manufacturer's instructions and recommendations.
2. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later

to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, reinstall each item. Do not install surface-mounted items until finishes have been completed on the substrate.

3. For completion of the Work make necessary adjustments as a condition of its acceptance

3.3 Protection

1. Installed hardware shall be protected from damage until the project is turned over to the System. Damaged hardware shall be repaired or replaced at no additional cost to the System.

END OF SECTION