



Public Private Education Facilities (PPEA)

Comprehensive Agreement for the
Correctional Center
Master Control Upgrade

City of Virginia Beach

CIP 3-523

PWCN-18-0060

December 07, 2018

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PART 1

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PPEA AGREEMENT BETWEEN THE CITY OF VIRGINIA BEACH AND

R& S Corporation

FOR THE DESIGN and CONSTRUCTION OF THE CORRECTIONAL CENTER MASTER CONTROL UPGRADE

THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

THIS AGREEMENT (the “Agreement”) made this 4th day of December 2018, by and between THE CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia (“Owner”) and

R& S Corporation
_____,
 (“Contractor”) with a principal place of business at:

7021 Highway 1 South
Addis, Louisiana 70710

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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ARTICLE 1 – SCOPE OF WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 - THE PROJECT

The Project will upgrade the existing Virginia Beach Sheriff's Office Master Control System at the City of Virginia Beach Correctional Center Building 7. The project site is 2501 James Madison Drive, Virginia Beach, Virginia, 23456.

- 1. Existing System:** Existing system to be replaced uses an ESITech® security control system, which includes a touchscreen control system with door control, intercom system, card access system, utility controls and Closed Circuit TV (CCTV) system.
- 2. Integrated Control System:** A new fully-integrated control system (ICS) will be required to control the following items. The ICS shall be touch screen-based with mouse back-up. The system shall have sufficient programmable logic Control (PLC) and Input/Output (I/O) capacity to allow for future expansion:
 - a. Camera System:** Replace the existing analog camera system with a fully-integrated Internet Protocol (IP) camera system. Additional camera coverage will be determined by needs of the Sheriff and the new camera system shall meet the current American Correctional Act (ACA) and Prison Rape Elimination Act (PREA) standards. At a minimum, replace 555 cameras.
 - b. Intercoms:** At a minimum, replace 777 intercoms.
 - c. Card Access Readers:** At a minimum, replace 52 card access readers.
 - d. Electric Cell Door Controls:** At a minimum, replace 715 interior electric cell door controls. At the exterior of the facility, replace four exterior door controls, two barrier arm controls, two roll gates controls and two Sallyport door controls.
 - e. Paging Speakers:** At a minimum, replace 263 paging speakers
- 3. Control Room Layout:** The existing control room shall be remodeled to provide the security staff improved conditions to effectively operate the day-to-day activity of the facility. The design shall provide for functionality and staff comfort, while maintaining security of the population and security personnel.
- 4. Radio Frequency Identification (RFID) System:** A RFID system will be provided subject to the Contractor's technical dated January 4, 2108 and as modified in the Contractor's revised proposal dated June 20, 2018.
- 5. Cost:** The total cost of the design and construction is \$5,099,534. The scope of services and cost proposal will include all planning, permits, fees, architecture, engineering, and construction services to provide a complete, usable, and fully operational facility.

ARTICLE 3 - CONTRACT TIMES

3.1. Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and Final Acceptance as stated in the Contract Documents are the essence of the Agreement.

3.2. Dates for Substantial Completion and Final Acceptance

The Work for the Project will be substantially completed no later than 730 calendar days after the Notice to Proceed date and ready for final acceptance in accordance with paragraph 13.8 of the General Conditions on or before 760 calendar days after the Notice to Proceed date.

3.3. Liquidated Damages

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.2 above, plus any extensions thereof allowed in accordance with paragraph 11.2 of the General Conditions. The parties agree that the Owner will be substantially damaged in amounts that will be difficult or impossible to determine if Substantial Completion or Final Acceptance is not achieved by the Contractor on or before the Contract Substantial Completion Date and/or Contract Final Acceptance Date set forth herein. The parties therefore agree that if Substantial Completion does not occur by the Contract Substantial Completion Date for any reason not the fault of the Owner or otherwise constituting an excusable delay, the Owner shall be entitled to liquidated damages in the amount of \$1000 per calendar day for each day the Substantial Completion of the project, or any phase thereof, is delayed beyond the Contract Substantial Completion Date in lieu of actual damages for such delays. The parties further agree that if Final Acceptance does not occur by the Contract Final Completion Date for any reason not the fault of the Owner or otherwise constituting an excusable delay, the Owner shall be entitled to liquidated damages in the amount of \$500 per calendar day for each day the Final Acceptance of the project, or any phase thereof, is delayed beyond the Contract Final Completion Date in lieu of actual damages for such delays. Contractor hereby waives any defense as to the validity of any such liquidated damages set forth herein on the grounds that such liquidated damages are void as penalties and/or are not reasonably related to the amount of actual damages.

ARTICLE 4 - CONTRACT PRICE

4.1. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1.A below:

A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as the Contract Price stated in Exhibit B.

B. As shown on the Cost Proposal Form in Exhibit B, the Contractor's total contract amount includes a 5% Owner's contingency. This Owner's Contingency is for the sole use by the

Owner, at the Owner's discretion, for any contract modifications approved by the Owner to the scope of the Project.

4.2. The hourly rate for employees performing additional Design Professional Services not included in the Contract Price in accordance with this Agreement shall be as stated in Exhibit C.

ARTICLE 5 - PAYMENT PROCEDURES

5.1. Contractor shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. Progress Payments; Retainage. Owner shall retain 5% of all progress payments until Final Acceptance. Owner shall reduce or adjust progress payments to keep the total amount commensurate with the actual percentage of work satisfactorily completed. No payment will be made for non-conforming Work.

B. Final Payment. Upon final acceptance of the Work in accordance with paragraph 13.8 of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 6 - INTEREST

6.1. All moneys not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of five (5%) percent per annum.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.1. To induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including the Exhibits) listed in Article 8 and the other related data identified in the Request for Proposals.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not Used

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract

Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

G. Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.1 The Contract Documents consist of the following:

A. This Agreement (pages 1 to 13, inclusive); with the Exhibits "A" thru "J":

- Exhibit "A" Standard General Conditions of the Agreement between Owner and Contractor
- Exhibit "B" Cost Proposal Form
- Exhibit "C" Professional Fees Form
- Exhibit "D" Small Business Enhancement Program (SBEP) Instruction
- Exhibit "E" SBEP Forms
- Exhibit "F" Project Team: Primary Members Form
- Exhibit "G" Contract Performance Bond
- Exhibit "H" Contract Payment Bond
- Exhibit "I" Contractor's Certificate of Insurance (or approved alternate certificate form)
- Exhibit "J" Contractor Performance Evaluation Form

B. The following documents are hereby incorporated by reference to this Agreement and are not attached herein. In the event that a conflict exists between this Agreement and any of the documents referenced herein, the Agreement shall control.

1. The PPEA Request for Proposal (Part 2 through Part 3)
2. Addendum 1 dated December 4, 2017
3. Addendum 2 dated December 8, 2017
4. Addendum 3 dated January 15, 2018
5. Addendum 4 dated January 17, 2018
6. The Contractor's Proposal Dated January 4, 2018
7. Post Bid Addendum 1 dated December 7, 2018

C. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto but upon acceptance are incorporated herein:

1. Notice to Proceed;
2. All Change Orders
3. Approved Construction Schedule.

8.2. There are no Contract Documents other than those listed above in this Article 8.

8.3. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.4 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1. The Standard General Conditions of the Agreement between Owner and Contractor are referred to herein as the General Conditions.

9.2. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.3. The Contractor shall not assign its rights and duties under the contract documents without the prior written consent of the Owner. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.4. Owner and Contractor each binds itself, its successors, assigns, officials and representatives to the other party hereto, its successors, assigns, officials and representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.5. Any provision or part of the Contract Documents held to be void or unenforceable under the laws of the Commonwealth of Virginia shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

9.6. Contractor warrants that it did not either directly or indirectly enter into any combination or arrangement with any person, firm, or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia (1950), as amended.

Contractor hereby certifies that this Agreement or any claims resulting therefrom is not the result of or affected by any act of collusion with or any act of another person or persons, firm or corporation engaged in the same line of business or commerce.

Contractor hereby further certifies that it has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with the Project.

Contractor further agrees that neither it nor any partnership, association or corporation in which its officers, directors or shareholders shall have a pecuniary interest will sell or furnish any building materials, supplies or equipment for any building or structure designed and constructed pursuant to this Agreement.

Contractor further agrees to require all subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities providing or furnishing labor, material, equipment, or

professional services related to this Agreement valued in excess of \$10,000 to execute an anti-collusion statement as a condition of contract.

9.7. Neither Contractor, nor any subcontractor shall demand or receive from any of its suppliers or its subcontractors, consultants or sub-consultants, 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. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this paragraph. No person shall demand or receive any payment, loan, subscription, and advance deposit of money, services or anything of value in return for an agreement not to complete a contract. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this paragraph 9.7, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by Owner and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

9.8. Neither Contractor nor any subcontractor shall confer upon Owner's employee having official responsibility for this Agreement any payment, loan, subscription, advance deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal value is exchanged.

9.9. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor.

Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices and advertisements placed in accordance with federal law, rules or regulations shall be deemed sufficient for purposes of meeting the requirements of this paragraph.

Contractor will include the provisions of this paragraph 9.9 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.10. During the performance of this Agreement, Contractor agrees as follows:

Contractor will provide a drug-free workplace for Contractor's Employees. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

Contractor will include the provisions of this paragraph 9.10 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.11. As required under Chapter 11, Title 54.1 of the Code of Virginia (1950), as amended, Contractor shall provide Owner evidence of certification or licensing by the Virginia State Board of Contractors before Contractor can perform any Work under this Agreement. The license shall indicate that Contractor is licensed with the Virginia State Board of Contractors to perform the Work under this Agreement. Chapter 5, Title 59.1 of the Code of Virginia (1950), as amended, requires anyone transacting business in the Commonwealth of Virginia under an assumed or fictitious name to file a Certificate of Ownership with the Clerk's Office of the Virginia Beach Circuit Court. Limited partnerships, limited liability companies or corporations transacting business in the Commonwealth of Virginia under an assumed or fictitious name are required to also file a Certificate of Ownership with the Clerk of the State Corporation Commission. Contractor shall not disclose or permit the disclosure of any confidential information as identified by Owner except to its agents, employees and other consultants or subcontractors who need such information in order to properly perform their duties relative to this Agreement.

All notices required by this Agreement or the Contract Documents or other communication to either party by the other shall be made and in writing in accordance with paragraph 15.1 of the General Conditions and shall be addressed as follows:

To Owner:

Steven Allen
Municipal Center - Building 8
2565 Glebe Road
Virginia Beach, Virginia 23456
Email: sdallen@vbgov.com

To Contractor:

R & S Corporation
7021 Highway 1 South
Addis, Louisiana 70710
Email: JRush@randscorp.com

9.13. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

9.14. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

9.15. This Agreement together with the Contract Documents, represent the entire and integrated agreement between Owner and Contractor and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor. Nothing contained in this Agreement is intended to benefit any third party. No provision of this Agreement or the Contract Documents shall constitute or be deemed to be a waiver of the sovereign immunity of Owner.

9.16. SUBMISSION AND DISPOSITION OF CLAIMS

Prompt knowledge by the Owner of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the Owner and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the Owner with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the Owner or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Owner within 10 calendar days of the time of the occurrence or event giving rise to the Claim or beginning of the work upon which the Claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the Owner, it shall immediately take written exception to the order. For purposes of this provision, "Claim" shall include, without limitation, any request for an increase in the contract price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The Contractor shall submit substantiating documentation within 30 calendar days after delivery of written notice of intent to file a Claim. The Owner will review the claim and render a final decision in writing within 30 days of receipt of Contractor's delivery of the substantiating documentation or of a written request for a final decision, whichever is later. Such decision shall be final and binding to the fullest extent allowed by law.

9.17. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of federal, state, and local laws, bylaws, ordinances, orders, decrees, and regulations of governing bodies, courts, and agencies having any jurisdiction or authority that affects those engaged or employed on the work, the conduct of the work, or the execution of any documents in connection with the work. The Contractor shall observe and comply with such laws, ordinances, regulations, orders, or decrees and shall indemnify and hold harmless the Owner and its agents, officers, or employees against any claim for liability arising from or based on their violation, whether by himself, his agents, his employees, or sub-consultants, sub-Contractors, and other suppliers and vendors. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Owner in writing. The Contractor

shall execute and file the documents, statements, and affidavits required under any applicable federal or state law or regulation affecting his bid or Contract or prosecution of the work thereunder. The Contractor shall permit examination of any records made subject to such examination by any federal or state law or by regulations promulgated thereunder by any state or federal agency charged with enforcement of such law.

Contractor does not currently, and shall not during the performance of this contract; knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986. See Section 2.2-4311.1 of Code of Virginia.

In accordance with Title 2.2, Subtitle II, Part B, Chapter 43, Article 4, of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all sub-consultants, sub-Contractors, and other suppliers and vendors, as defined in the Code, within 7 days after receipt of payment from the Owner; or, shall notify the Owner and sub-consultants, sub-Contractors, and other suppliers and vendors in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of 1 percent per month, unless otherwise provided in the contract, to the sub-consultants, sub-Contractors, and other suppliers and vendors on all amounts that remain unpaid after 7 days except for the amount withheld as provided herein.

The same requirements shall be included in each subcontract and shall be applicable to each lower-tier sub-consultants, sub-Contractors, and other suppliers and vendors. The Contractor shall provide Owner with its social security number or federal taxpayer identification number prior to any payments under this Contract.

The Contractor's obligation to pay an interest charge to a sub-consultants, sub-Contractors, and other suppliers and vendors pursuant to the payment clause in this section may not be construed to be an obligation of the Owner. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The Contractor is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Additionally, the Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor.

(If Contractor is a corporation)

In witness whereof, the Contractor has caused this Contract to be executed in its corporate name and on its behalf by its President and its Seal hereunto affixed and with due authority by its Board of Directors.

--- fill in CORPORATE NAME here ---

BY: _____
PRESIDENT

Virginia Code 47.1-14
He/She/They is/are personally known to me or has/ have produced _____ as
identification.

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing Contract was acknowledged before me this ___ day of _____,
20___, by _____ (Name), President, respectively of _____
_____(Name), a _____
corporation, on behalf of the corporation.

[AFFIX NOTARY SEAL] _____
NOTARY PUBLIC

Notary Registration Number: _____

My Commission Expires: _____

(If Contractor is a partnership, joint venture, limited liability company or other legal entity)

In witness whereof, the Contractor has caused this Contract to be executed in its name and on its behalf by _____, its _____ (Title), and _____, its _____ (Title), thereunto duly authorized.

ENTITY NAME

By _____ TITLE: _____

By _____ TITLE: _____

Virginia Code 47.1-14

He/She/They is/are personally known to me or has/ have produced _____ as identification.
STATE OF _____

CITY/COUNTY OF _____, to-wit: The foregoing Contract was acknowledged before me this day of _____, 20____, by _____ (Name), _____ (title) and _____ (Name), _____ (title), respectively of _____ (Contractor's Name), a _____ (type of entity) on its behalf.

[AFFIX NOTARY SEAL] _____

NOTARY PUBLIC

Notary Registration Number: _____ My Commission Expires: _____

Virginia Code 47.1-14

He/She/They is/are personally known to me or has/ have produced _____ as identification.
STATE OF _____

CITY/COUNTY OF _____, to-wit: The foregoing Contract was acknowledged before me this day of _____, 20____, by _____ (Name), _____ (title) and _____ (Name), _____ (title), respectively of _____ (Contractor's Name), a _____ (type of entity) on its behalf.

[AFFIX NOTARY SEAL] _____

NOTARY PUBLIC

Notary Registration Number: _____ My Commission Expires: _____

CITY OF VIRGINIA BEACH

By: _____
Kenneth Stolle, Sheriff/High Constable

Approved as to Procurement Compliance and Funding:

Rebecca Kee, Purchasing Agent

Approved as to Legal Sufficiency

Gregory D. Surber, Office of the City Attorney

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End of Part 1

**STANDARD GENERAL CONDITIONS
OF THE AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Acceptance* - The formal written acceptance of the Work by Owner.
2. *Addenda* - Written or graphic instruments issued prior to the opening of Proposals that clarify, correct or change the Request for Proposals or the Contract Documents.
3. *Agreement* – The Comprehensive Agreement between Owner and Contractor covering the Work and all Contract Documents.
4. *Allowance* - An amount established in the Contract Documents for inclusion in the Contract Price to cover the cost of prescribed items not specified in detail.
5. *Application for Payment* – The form which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
6. *Architect of Record* – Professional legally responsible for the professional care of all design documents and Drawings.
7. *Bonds* – Performance and payment bonds and other instruments of security.
8. *Change Notice* – A notice issued to the Contractor specifying a proposed change to the Contract Documents.
9. *Change Order* – A written order, which is signed by Contractor and Owner, which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. *Claim* – A demand or assertion by Owner 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.
11. *Conceptual Documents* - The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the Request for Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.
12. *Construction* – The result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other

than Design Professional Services) and documents, all as required by the Contract Documents.

13. *Construction Sub-agreement* – A written agreement between Contractor and a construction Subcontractor for provision of Construction.

14. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

15. *Contract Price* – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents.

16. *Contract Times* – The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with paragraph 13.8.

17. *Design Professional Services* – Services related to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.

18. *Drawings* – Those portions of the Contract Documents prepared by or for Contractor and approved by Owner consisting of drawings, diagrams, illustrations, schedules and other data that show the scope, extent, and character of the Work.

19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Extra Work* – Work determined by Owner as not being covered by the Contract Documents.

21. *Field Order* – A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *Final Acceptance* – “Final Acceptance” of the Work occurs when the Project is fully completed in full, absolute, and strict compliance with the Contracts Documents including completion of all punch list items, and Owner gives Contractor written acceptance thereof.

23. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.

24. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
26. *Liens* – Charges, security interests or encumbrances upon real property or personal property.
27. *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.
28. *Notice of Award* – The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.
29. *Notice to Proceed* – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Contractor* - The individual or entity with whom Owner has entered into the Agreement as defined in Va. Code § 56-575.1 and shall include design construction, improving, equipping and installation.
31. *Owner* – The “Owner” is the City of Virginia Beach, the entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed, and is referred to throughout the Contract Documents as if singular in number and neuter in gender. The term “Owner” also means the authorized representative of Owner.
32. *Partial Utilization* – Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
33. *PCBs* – Polychlorinated biphenyls.
34. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
35. *Project* – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
36. *Proposal* – The documents submitted by Contractor in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.
37. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Request for Proposals* – The document prepared by or for Owner specifying and

describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.

39. *Resident Project Representative* – The authorized representative of Owner who may be assigned to the Site or any part thereof.

40. *Schedule of Values* – A schedule prepared by Contractor and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work, aggregating the total original Contract Price.

41. *Site* – Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner that are designated for use of Contractor.

42. *Specifications* – The part of the Contract Documents prepared by or for Contractor and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

43. *Subcontractor* – An individual or entity other than a Supplier having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

44. *Sub-agreement* – A written agreement between Contractor and a design professional for provision of Design Professional Services.

45. *Submittal* – A written or graphic document prepared by or for Contractor which is required by the Contract Documents to be submitted to Owner by Contractor. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, Schedules of Values, manufacturer's literature, catalog cuts, etc. Submittals other than Drawings and Specifications are not Contract Documents.

46. *Substantial Completion* – The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be fully utilized for the purposes for which it is intended as determined by Owner in its sole and unfettered discretion. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

47. *Supplementary Conditions* – The part of the Contract Documents that amends or supplements these General Conditions.

48. *Supplier* – A manufacturer, fabricator, supplier, distributor, material man 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 any Subcontractor.

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

50. *Work* – The entire construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.

1.2 Terminology

A. Intent of Certain Terms or Adjectives:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
2. (a) The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not fully, completely and strictly conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner, or failure to complete any portion of the Work in a good and workmanlike fashion or such that it is not fit for its intended purpose.

(b) The word "defective" when modifying the word "Design Professional Services" refers to any departure from the standard of care as defined in paragraph 6.1A.
3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
7. Unless stated otherwise in the Contract Documents, words or phrases, which have a well-known technical or construction industry or trade meaning, are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 Delivery of Bonds

When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with paragraph 5.1.A.

2.2 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time after the Effective Date of the Agreement.

2.3 Starting the Work

Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work shall be done at the Site prior to the date on which the Contract Time commences to run.

2.4 Before Starting the Work

A. *Preliminary Schedules:* Within 25 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Contractor shall submit the following to Owner for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. A preliminary schedule of Submittals that will list each required Submittal and the times for submitting, reviewing and processing each Submittal;
3. A preliminary Schedule of Values for all of the Work which will include 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 an appropriate amount of overhead and profit applicable to each item of Work; and
4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall each deliver to Owner, certificates of insurance as required by paragraph 5.3 which

Contractor is required to purchase and maintain in accordance with Article 5.

2.5 Initial Conference

Within five days after the Contract Time starts to run, Contractor will arrange a conference attended by Owner and Contractor and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in paragraph 2.4.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records and other matters.

2.6 Initial Acceptance of Schedules

At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Contractor will arrange a conference attended by Contractor, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with paragraph 2.4. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the Contractor until the acceptable schedules are submitted to Owner.

1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for sequencing, scheduling or progress of the Work nor interfere with nor relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required Submittals.
3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed full, absolute, complete and strict compliance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents

or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to Owner.

3.2 Reference Standards

A. Standards, Specifications, Codes, Laws or Regulations.

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the last day for receipt of Proposals except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, code, or instruction of a Supplier shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 Resolving Discrepancies

A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Proposal or Drawings or Specifications will control except when Owner has approved a Submittal pursuant to paragraph 6.17.B.

B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended only in writing, signed by all parties, to

provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Owner's approval of required Submittals (pursuant to paragraph 6.17.B);
2. A Change Order;
3. A Field Order.
4. A Work Directive

3.5 Ownership and Use of Documents

Upon payment in-full to Contractor for all design professional services under 6.1 of the General Conditions, all documents including Drawings and Specifications prepared or furnished by Contractor pursuant to this Agreement shall become and remain the property of Owner whether the Project is constructed or not. If Owner uses the said documents (or any part thereof) in connection with any other project without written verification, adaptation, and consent of Contractor, such use shall be at Owner's sole risk and Contractor shall have no liability therefor.

3.6 Electronic Data

A. Copies of data furnished by Owner to Contractor or Contractor to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.1 Availability of Lands

A. Owner shall furnish the Site. Owner shall furnish surveys describing the Site's physical characteristics, legal limitations and known documented utility locations for the Project and a legal description of the Site.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Differing Site Conditions

A. Contractor shall promptly give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 9.

C. No request by Contractor for an equitable adjustment under paragraph 4.2 shall be allowed unless Contractor has given the written notice required; provided that Owner may extend the time prescribed in 9.3.A for giving written notice.

D. The provisions of this paragraph 4.2 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.3 Reference Points

A. Not Used

4.4 Hazardous Environmental Condition at Site

A. Contractor shall be responsible for any Hazardous Environmental Condition created by any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible. Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances by Contractor or those for whom Contractor is responsible, including, but not limited to, the cost of any clean-up activities, removals, remediation, responses, damages, fines, administrative or civil

penalties or charges imposed on Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, State, or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or its Subcontractors, Suppliers, agents, officers, employees, or any other persons, corporations, or legal entities employed, utilized or retained by Contractor) in the performance of the Agreement or related activities, shall be the sole responsibility of and shall be paid by Contractor. To the fullest extent permitted by Laws or Regulations, Contractor shall indemnify and hold harmless Owner, its agents, volunteers, servants, employees, and officials from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all other litigation costs) arising out of or resulting from such Hazardous Environmental Condition created by Contractor or anyone for whom Contractor is responsible. Nothing in this paragraph 4.4.A shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

B. If Contractor encounters a pre-existing Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.

C. Contractor shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Article 9.

D. If after receipt of such special written notice Contractor does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds

A. Together with the executed Agreement, Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect as long as necessary to guarantee Contractor's obligations arising from the Agreement, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance including surety, within the Commonwealth of Virginia. All Bonds signed by an agent must be accompanied by a certified copy of the power of attorney for the surety's attorney-in-fact.

C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the Commonwealth of Virginia or it ceases to meet the requirements of this Article, the Contractor shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this Article.

5.2 Certificates of Insurance

Prior to commencing any Work, Contractor shall deliver to Owner, certificates of insurance (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain. Evidence of replacement coverage shall be provided to the Owner 20 days prior to expiration of any such policies, so that there shall be no interruption in Work due to lack of proof of insurance coverage required by the Contract Documents. Owner shall not be liable for any delays (or costs or damages resulting there from) resulting from Contractor's failure to obtain the insurance required of Contractor under paragraph 5.3. Vendors, suppliers, material dealers and others who merely transport, pick up, deliver or carry materials, parts, or equipment or any other items or persons to or from the Project Site and those who furnish material worked to a special design but perform no operations at the Project Site shall not be required to furnish a certificate(s) or other evidence of insurance to Owner.

5.3 Contractor's Liability Insurance

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and with such as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work (including, but not limited to Design Professional Services) and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - (i) Claims for damages insured by reasonably available personal injury liability coverage that are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
4. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The insurance required by this Article shall be written for not less than any limits of liability in the Contract Documents, or required any Laws or Regulations, whichever is greater. Contractor shall furnish insurance with the following minimum limits:

1. Worker's Compensation:
 - a. Coverage
 1. Employer's Liability: \$1,000,000 Each Occurrence
 2. Disease Policy Limit: \$1,000,000
 3. Disease –Each Employee: \$1,000,000
 - b. Requirements
 1. Voluntary Compensation Endorsement
 2. Waiver of Subrogation in favor of Owner and General Contractor
 3. United States Long Shore & Harbor Worker's Endorsement
 4. Jones Act Endorsement

2. Commercial General Liability
 - a. Coverage
 1. \$1,000,000 Each Occurrence
 2. \$2,000,000 General Aggregate
 3. \$2,000,000 Completed Operations/Products Aggregate
 4. \$1,000,000 Personal Injury
 5. \$5,000 Medical Payments
 - b. Requirements
 1. Contractual Liability
 2. X, C, and U Perils Coverage
 3. Completed Operations Extended to the 10 years or the Statute of Repose, whichever is less
 4. Broad Form Property Damage
 5. Fellow Employee Coverage
 6. No Residential Exclusions shall apply
 7. Additional Insured – Owner and Contractor to be included as Additional Insureds per form CG 20 10 11 85 or equivalent, and this coverage shall include: Premises/Operations coverage, Products/Completed Operations coverage, and apply on a Primary and Non- contributory basis.
 8. No restrictions with regards to the scope of work being performed on the jobsite.
3. Errors and Omissions
 - a. Coverage: \$1,000,000 each occurrence, \$2,000,000 Aggregate
 - b. Requirement: Design Professional Liability
4. Comprehensive Automobile Liability:
 - a. Coverage
 1. Bodily Injury: \$1,000,000 Each Person, \$1,000,000 Each Accident;
 2. Property Damage: \$1,000,000 Each Occurrence
 - b. Requirements
 1. Covers owned, non-owned, or hired vehicles
 2. Additional Insured – Owner and contractor to be included as Additional Insureds
5. Excess Liability:
 - a. Coverage
 1. Contractor - \$5,000,000 per occurrence, \$5,000,000 aggregate
 2. Sub-Contractor - \$1,000,000 per occurrence, \$1,000,000 aggregate
 - b. Requirements - Additional Insured – Owner and Contractor to be included as Additional Insured utilizing form CG 20 10 11 85 or

equivalent, and this coverage shall apply excess of all underlying coverage.

6. Builder Risk: Contractor shall provide builder's risk coverage on the full insurable value of the Work.

C. The policies of insurance required by paragraph 5.3 shall:

1. Include as additional insureds the Owner, and its agents, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. Contain a provision or endorsement that the coverage afforded will not be canceled, reduced, or renewal refused until at least thirty days' prior written notice has been given to the Owner, and provide for at least ten days prior written notice will be afforded prior to cancellations for failure of the Design-Builder to pay premiums.

3. Remain in effect at least until Final Acceptance of the entire Project and at all times thereafter when Contractor may be correcting, removing or replacing defective Construction in accordance with paragraphs 12.6 and 12.7; and

4. With respect to completed operations insurance, and any other insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Contractor shall furnish Owner evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.4 Waiver of Subrogation

The insurance policies obtained by Contractor and Subcontractors pursuant to paragraph 5.3 shall be endorsed to include a waiver of subrogation in favor of indemnified parties or entities; provided, however, that all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

5.5 Acceptance of Bonds and Insurance; Option to Replace

If Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of their not complying with the Contract Documents, Owner shall so notify Contractor in writing after receipt of the certificates (or other evidence

requested) required by paragraph 2.4.B. Contractor shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, Owner may elect to obtain equivalent Bonds or insurance to protect Contractor's interests at Contractor's sole cost and expense, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 Design Professional Services

A. *Standard of Care.* The standard of care for Design Professional Services performed or furnished under this Agreement will be the reasonable care, compliance and skill ordinarily used by members of the engineering or the particular design profession practicing under similar conditions at the same time and locality, including without limitation, in preparing plans and specifications and in making certain that the Construction is properly completed pursuant to the Drawings, Plans and Specifications.

B. *Preliminary Design Phase.* After the Contract Times commence to run, Contractor shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;
2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services and assist Owner in obtaining such reports, data, or services;
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Contractor with whom consultation is to be undertaken in connection with the Project;
4. Obtain such additional related information that it deems necessary for performance of the Work;
5. On the basis of the Conceptual Documents and Contractor's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
6. Identify any variations in the preliminary design documents from the Contract

Documents in accordance with 6.17.B.

C. *Final Design Phase.* After written acceptance by Owner of the preliminary design phase documents Contractor shall:

1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the division format of the Construction Specifications Institute);
2. Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;
3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraphs 2.6.A.1 and 2.6.A.2; and
4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.2 Supervision and Superintendence of Construction

A. Contractor shall supervise, inspect and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of Construction. Contractor shall be responsible to see that the completed Construction complies accurately with the Contract Documents and shall keep Owner as to the quality and progress of the Construction.

B. At all times during the progress of Construction, the Contractor shall assign a competent resident superintendent thereto, who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.3 Labor, Working Hours

Contractor shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

6.4 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the Work.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If reasonably required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.5 Not Used

6.6 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

C. Contractor shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

D. Contractor shall require all Subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Contractor.

E. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate Design Sub-agreement or Construction Sub-agreement between Contractor and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.5, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Owner's Consultant, and all other additional insureds (and their officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.7 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Conceptual Documents.

B. Contractor shall indemnify and hold harmless Owner, its agents, servants, employees, and officials from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not identified in the Conceptual Documents.

6.8 Permits

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Contractor shall pay all charges of utility owners for connections to the Work.

6.9 Laws or Regulations

A. Contractor shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all costs arising therefrom.

C. Changes in Laws or Regulations not known on the date of receipt of Proposals having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws or Regulations of the place of the Project that are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas.

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site, and shall not unreasonably encumber the Site with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim at law.
3. To the fullest extent permitted by Laws or Regulations, Contractor shall indemnify and hold harmless Owner, its agents, servants, employees, and officials from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and litigation costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Construction.

B. *Removal of Debris.* During the performance of the Construction, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials,

rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning.* Prior to Substantial Completion, Contractor shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Contractor shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures.* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Shop Drawings, Specifications, Addenda, Change Orders, and Field Orders in good order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals, including a reproducible set of record drawings, a hard copy set of the record drawings, and drawings in an electronic format (.dwg) will be delivered to Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. 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 construction.

B. Contractor shall comply with applicable Laws or 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. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect

them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 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.

D. Contractor's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Contractor in accordance with paragraph 13.8.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The safety representative shall be on Site at all times while Work is in progress. The safety representative will be the on-site superintendent in conjunction with the safety consultant.

6.15 Hazard Communication Programs

Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals

A. Contractor will provide a copy of all approved Submittals to Owner.

B. Owner's review of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

6.18 Continuing the Work

Contractor shall diligently commence, prosecute and complete and shall continue the Work and adhere to the master schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

Contractor shall:

1. Provide start-up, testing, refining and adjusting of any equipment or system.
2. Provide training of Owner's staff to operate and maintain the Work.
3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Design Professional Services and Construction will be in full, absolute, complete and strict compliance with the Contract Documents, will not be defective, and will meet or exceed the applicable standard of care. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification or improper maintenance or operation by persons other than Contractor, subcontractors, sub-consultant, or suppliers or any other individual or entity for whom Contractor is responsible; or
2. Normal wear and tear under normal usage.

B. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any acceptance by Owner or any failure to do so;
6. Any review and approval of a Submittal;
7. Any inspection, test or approval by others; or
8. Any correction of defective Professional Design Services and/or Construction by Owner.

6.21 Indemnification

A. It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, sub-consultants, agents or employees under or in connection with this Agreement or the performance or failure to perform the Work required by this Agreement, including, without limitation, all Design Professional Services and Construction. To the fullest extent permitted by Laws or Regulations, Contractor shall indemnify and hold harmless Owner, its agents, volunteers servants employees and officials from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) suffered by any indemnified party or entity arising out of or resulting from (a) Design Professional Services and/or the performance of Construction by Contractor or those for whom Contractor is legally liable, including its subcontractors, sub-consultants, any supplier or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.; and (b) the violation of any Laws or Regulations applicable to this Agreement. Upon written demand by Owner, Contractor shall assume and defend through attorneys selected by the Contractor at Contractor's sole expense any and all such suits or defense of claims made against Owner, its agents, volunteers, servants employees or officials.

B. In any and all claims against Owner, its agents, volunteers, servants, employees and officials by any employee (or the survivor or personal representative of such employee) of Contractor, any subcontractor, sub-consultant, any supplier, any 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, the indemnification obligation under paragraph

6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such subcontractor, sub-consultant, supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 7 – OTHER CONSTRUCTION

7.1 Related Work at Site

A. Owner may perform other Work related to the Project at the Site by Owner's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. Written notice thereof will be given to Contractor prior to starting any such other work; and
2. Contractor may make a Claim therefor as provided in Article 9 if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the amount or extent thereof.

B. Contractor shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed or services provided by others under this Article 7, Contractor shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in such other work.

7.2 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
2. The specific matters to be covered by such authority and responsibility will be itemized; and
3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.1 General

The responsibilities of Owner include the following:

1. Owner shall designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon. Owner may assign various inspectors to inspect the progress and quality of the Work;
2. Owner shall make payments to Contractor promptly when they are due as provided in paragraph 13.3 and 13.8;
3. Furnish the Site as set forth in paragraph 4.1.A;
4. Furnish to Contractor, as required for performance of Contractor's Services, if available and in the possession of Owner, the following, all of which Contractor may use and rely upon in performing services under this Agreement:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, topographic, and utility surveys;
 - c. Property descriptions;

- d. Zoning, deed, and other land use restrictions;
 - e. Permits, licenses, and approvals of government authorities that the Owner is specifically required to obtain by the Contract Documents; and
 - f. All subsurface data at or contiguous to the Site which Owner may have obtained.
5. Provide information known to or in the possession of Owner relating to the presence of materials and substances at the Site that could create a Hazardous Environmental Condition.
6. Process submittals, drawings, and time sensitive questions in a timely fashion so as not to delay the Work.

8.2 Limitations on Owner's Responsibilities

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

8.3 Undisclosed Hazardous Environmental Condition

Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in paragraph 4.4.

8.4 Resident Project Representation

Owner shall designate a Resident Project Representative. The Resident Project Representative has the authority to approve changes in the scope of the project and shall be available during working hours and as often as may be required to render decisions and furnish information in a timely manner. Owner may at any time in its discretion change the Resident Project Representative with prior written notice to Contractor. Contractor shall be entitled to reply on all changes approved by Owner's Resident Project Representative.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.1 Authorized Changes in the Work

Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, in writing, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order. Upon receipt of any such documents, Contractor shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Unauthorized Changes in the Work

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.4.

9.3 Claims

A. *Notice.* If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to paragraph 9.1.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefore. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

B. *Documentation.* The claiming party shall submit substantiating documentation within 30 days after delivery of the notice required by paragraph 9.3.A.

C. *Decision.* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by paragraph 9.3.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.

D. *Time Limit Extension.* The time limits of paragraphs 9.3.B and 9.3.C may be extended by mutual written agreement.

9.4 Execution of Change Orders

Owner and Contractor shall execute appropriate Change Orders covering:

Changes in the Work which are (i) ordered by Owner pursuant to paragraph 9.1, (ii) required because of acceptance of defective Construction under paragraph 12.8 or Owner's correction of defective Work under paragraph 12.9 or (iii) agreed to by the parties.

9.5 Notice to Sureties

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.1 Cost of the Work

A. *Costs Included.* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 10.1.B:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor.

a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site along with the project manager, project manager assistants, and support staff located at the Contractors home office while specifically working on this project. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent

authorized by Owner.

b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this paragraph 10.1.A.1, Contractor shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors (excluding payments for Design Professional Services pursuant to paragraph 10.1.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee.

4. Payments made by Contractor for Design Professional Services provided or furnished under a Design Sub-agreement.

5. Costs of special consultants (including but not limited to testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

6. Supplemental costs including the following items:

a. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading,

unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Contractor in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded.* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.1.A.

C. *Contractor's Fee.* When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in paragraph 11.1.C.

D. *Documentation.* Whenever the cost of any Work is to be determined pursuant to paragraph 10.1.A and 10.1.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.2 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Contractor shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Contractor agrees that:

1. The allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Except as set forth in the Contract Documents, Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.3 Unit Prices

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each

item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner and testing company if applicable.

B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

11.1 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with paragraph 9.3.A.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 10.3); or
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.1.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 10.1) plus an Contractor's Fee for overhead and profit (determined as provided in paragraph 11.1.C).

C. Contractor's Fee: The Contractor's fee for overhead and profit on Change Orders shall be determined as follows:

1. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 10.1.A.1.a and 10.1.A.2, the Contractor's fee shall be 15 percent;

b. For costs incurred under paragraph 10.1.A.3 10.1.A.4, 10.1.A.5 and 10.1.A.6, the Contractor's fee shall be five percent;

c. Where one or more tiers of subcontracts are included in the basis of Cost of the Work plus a fee, paragraphs 11.1.C.1.a. and 11.1.C.1.b. set forth that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 10.1.A.1 and 10.1.A.2 and that any higher tier Subcontractor will be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change.

11.2 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to paragraph 9.3.A.

B. *Delays Beyond Contractor's Control.* Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Contractor, the Contractor shall be entitled to a non-compensatory time extension in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 11.2.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by governmental agencies, fires, floods, terrorist attacks, epidemics, unusually severe weather conditions, or acts of God. Weather shall be considered "unusually severe" only if a weather condition, or any combination of weather conditions, causes Contractor to lose a number of Work days during a calendar month where the total number of lost days for that calendar month exceeds the number of budgeted lost work days listed below for that calendar month. Weather-related delay claims shall be subject to the notice requirements of paragraph 9.3.A. Upon timely written notice and documentation of such delay, Contractor shall be entitled to a compensatory time extension only in accordance with paragraph C following, and the time for performance as herein specified shall be adjusted by adding the number of excess work days lost because of the weather condition(s) to the duration of the activities actually affected by the weather condition(s). At its sole and unfettered discretion, Owner may elect to require Contractor to recover the time lost as a result of such

delay, under which circumstances; Owner shall pay Contractor the reasonable, actual additional cost of recovering lost time, but no additional fee. The remedy set forth in this sub-section shall be Contractor's sole and exclusive remedy for an excusable delay as defined in this sub-section. A work day is defined as Monday through Friday, unless prior written notice is provided by Contractor to Owner that it intends to perform Work on any given Saturday and/ or Sunday. Contractor shall not be entitled to weather- related time extensions or, if applicable, costs for recovering lost time, for any Saturday or Sunday for which prior written notice was not provided. As stated herein, Contractor shall anticipate the potential loss of the number of work days listed below for each calendar month due to weather, and shall schedule the Work accordingly:

January =8; February=8; March=8; April=6; May=4; June=4; July=4; August=3; September=3; October=3; November=4; December=6

C.If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

D. Owner shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all litigation costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor. All delays within the control of Contractor shall be subject to the Liquidated Damages provision contained in Paragraph 3.3 of the PPEA Agreement.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE DESIGN PROFESSIONAL SERVICES AND/OR CONSTRUCTION

12.1 Notice of Defects

Owner shall give Contractor prompt written notice of all defective Design Professional Services and/or Construction of which Owner has actual knowledge. All defective Design Professional Services and/or Construction may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Construction

Owner, Owner's inspectors, other representatives, consultants and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

12.3 Tests and Inspections

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Contractor shall assume full responsibility for arranging and obtaining such Special Inspections, Building Code inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

B. Contractor shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation at Contractor's expense unless Design/ Builder has given Owner timely notice of Contractor's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.4 Uncovering Construction

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Contractor's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Contractor, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Contractor shall pay all costs and damages caused by or resulting from

such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all litigation costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Article 9.

12.5 Owner May Stop Construction

If the Design Professional Services and/or Construction are defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Contractor to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party, nor shall the exercise of such right entitle the Contractor to any change in the Contract Price or Contract Times.

12.6 Correction or Removal of Defective Design Professional Services and or/ Construction

Owner will have authority to disapprove or reject defective Design Professional Services and/or Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Contractor shall promptly, as directed, either correct all defective Design Professional Services and/or Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non- defective Construction. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) arising out of or relating to such correction or removal.

12.7 Correction Period

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by

any specific provision of the Contract Documents, any Design Professional Services and/or Construction is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Design Professional Services and/or Construction, or, if it has been rejected by Owner, remove the Construction from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Design Professional Services and/or Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all litigation costs, and all costs of repair or replacement of work of others) will be paid by Contractor. Nothing herein shall be construed to change, limit or waive any rights or remedies to which Owner may be entitled, including, without limitation, recovery for breach of contract, professional malpractice, or otherwise, within the applicable Statute of Limitations.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.

C. Where defective Design Professional Services and/or Construction (and damage to other Construction resulting therefrom) have been corrected, removed or replaced under this paragraph 12.7, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.8 Acceptance of Defective Design Professional Services and/or Construction

If, instead of requiring correction or removal and replacement of defective Design Professional Services and/or Construction, Owner prefers to accept it, Owner may do so. Contractor shall pay all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all litigation costs) attributable to Owner's evaluation of and determination to accept such defective Design Professional Services and/or Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Design Professional Services and/or Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Contractor to Owner.

12.9 Owner May Correct Defective Design Professional Services and/or Construction

A. If Contractor fails within a reasonable time after written notice from Owner to correct defective Design Professional Services and/or Construction or to remove and replace rejected Construction as required by Owner in accordance with paragraphs 12.6.A or 12.7.A, or if Contractor fails to perform the Construction in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 14 days written notice to Contractor, correct and remedy any such deficiency.

B. In connection with the corrective and remedial action described herein, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Construction, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's consultants, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all litigation costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this paragraph 12.9 will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9, but shall not be subject to the notice requirement contained in paragraph 9.3.

D. Contractor shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this paragraph 12.9.

ARTICLE 13 – PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The Schedule of Values established as provided in paragraph 2.4.A.3 will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

A. On or about the date established in the Agreement for submission of each

application for progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as 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 Owner 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 and other arrangements to protect Owner's interest therein, with "Owner as Beneficiary as Interest May Appear" stated on the insurance certificate, all of which will be satisfactory to Owner.

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 set at 5%.

13.3 Progress Payments

A. *Procedure.* Progress payments shall be made by the Owner to the Contractor according to the following procedure:

1. Owner will, within five days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Contractor indicating in writing its reasons for refusing to accept the Application. Not more than thirty days after receipt such Application the amount will become due and when due will be paid by Owner to Contractor.
2. If Owner should fail to pay Contractor at the time the payment of any amount becomes due, then Contractor may, at any time thereafter, upon serving written notice that it will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner except as set forth in paragraphs B and C following, Contractor shall be entitled to an extension of the Contract time on account of work stoppage resulting from nonpayment by Owner.
3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment.* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged by Contractor or its subcontractors requiring correction or replacement; or
2. the Contract Price has been reduced by Change Order; or
3. Owner has been required to correct defective Construction or complete Work in accordance with paragraph 12.9.A; or
4. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.A.; or
5. Claims have been made against Owner on account of Contractor's performance or furnishing of the Work; or
6. Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
7. Pursuant to the terms of the Contract Documents, there are other items entitling Owner to a set off against the amount for which application is made.

C. If Owner refuses to make payment of the full amount requested by Contractor, Owner must give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount withheld. Owner shall promptly pay Contractor the amount withheld or any adjustment thereto agreed to when Contractor corrects to Owner's satisfaction the reason for such action.

13.4 Contractor's Warranty of Title

Contractor warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.5 Substantial Completion

A. When Contractor considers the Work ready for its intended use Contractor shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Contractor a certificate of Substantial Completion that shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Contractor a written determination as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.

B. Owner will have the right to exclude Contractor from the Site after the date of Substantial Completion, but Owner will allow Contractor reasonable access to complete or correct items on the list of items to be completed.

13.6 Partial Utilization

Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Contractor agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/ Builder's performance of the remainder of the Construction, subject to the following:

Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner that such part of the Construction is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Construction. Contractor at any time may notify Owner in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Contractor in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of paragraph 13.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

13.7 Final Inspection

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.8 Final Payment

A. Application for Payment.

1. After Contractor has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in paragraph 6.12) and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Article 5; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.
3. In lieu of such releases or waivers of Liens specified in paragraph 13.8.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Final Payment and Acceptance. If Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, within thirty (30) days after receipt of the final Application for Payment, give written notice to Contractor that the Work is acceptable. Otherwise, Owner will return the Application to Contractor, indicating in writing the reasons for refusing to process final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

C. Payment Becomes Due. Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Contractor.

13.9 Final Completion Delayed

If, through no fault of Contractor, final completion of the Work is significantly delayed, Owner shall, upon receipt of Contractor's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.1 Owner May Suspend Work

At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor that will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Article 9.

14.2 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events constitutes a default under the Agreement and justifies termination for cause:

1. Contractor's failure to timely commence, prosecute, and/or complete the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the master schedule established under paragraph 2.6.A as adjusted from time to time), and failure to cure same upon notice.
2. Contractor's failure to fully comply with any Laws or Regulations of any public body having jurisdiction, and failure to cure same upon notice.

3. Contractor's violation of any provision of the Contract Documents, and failure to cure same upon notice.

B. If one or more of the events identified in paragraph 14.2.A occur, Owner may, after giving Contractor (and the surety, if any) 14 days written notice, terminate the services of Contractor, take possession of any completed Drawings and Specifications prepared by or for Contractor (subject to the indemnification provisions of paragraph 3.5.A), exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or other litigation costs) such excess will be paid to Contractor. If such costs, losses and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding paragraph 14.2.B, Contractor's services will not be terminated if Contractor begins, within 14 days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice or within a specified time depending upon the failure.

D. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14.3 Owner May Terminate for Convenience

A. Upon 14 days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall withdraw its personnel and equipment, and shall cease performance of any further work under this Agreement, and shall turn over to Owner any Work completed or in process for which payment has been made. In the event Owner terminates for convenience, Contractor shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
3. Reasonable expenses directly attributable to termination.

B. Except as provided in this Article, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination, or for any portion of the Work not performed.

ARTICLE 15 – MISCELLANEOUS

15.1 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice. If either party can provide proof of actual notice through other means, such notice shall be deemed acceptable under this Agreement.

15.2 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.3 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or

2. Any special warranty or guarantee; or
3. Other provisions of the Contract Documents.

15.4 Survival of Obligations

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

End of Standard General Conditions of the Agreement between Owner and Contractor

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Correctional Center Master Control Upgrade
Cost Proposal Form

Contract # PWCN-18-0060

Description	
Correctional Center Master Control Upgrades	
Design, Engineering, permits	\$237,020.00
General Requirements/General Conditions	\$322,493.00
	
Access Control system	\$37,014.00
Intercom and Speakers	\$264,060.00
IP Camera System	\$1,109,181.00
Integrated Control System	\$224,384.00
Electronic Cell Door Control	\$679,602.00
Utility Control	\$130,541.00
Master Control Renovations	\$50,801.00
Master Control Furnishing Fixtures & Equipment	\$152,412.00
Master Control Floor Panels	\$23,474.00
Master Control Improved Lighting and Sound	\$35,802.00
Touchscreen Workstations	\$823,607.00
Audio Recording for 60 days	\$24,422.33
	
Subtotal	\$4,114,813.33
Owner's 5% Contingency	\$205,740.67
Total Master Control	\$4,320,554.00
RFID System	
Guardian RFID System	\$741,885.90
Owner's 5% Contingency	\$37,094.10
Total RFID	\$778,980.00
Design Build Contract Total	\$5,099,534.00

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PROFESSIONAL FEES

Architectural Consultants

Principal	\$ 205 /hour
Senior Project Manager	\$ 181 /hour
Project Manager	\$ 141 /hour
Project Architect	\$ 136 /hour
CAD Technician / Architectural Designer	\$ 89 /hour

Structural Engineers

Principal / Engineering Director	\$ 205 /hour
Senior Engineer	\$ 141 /hour
Project Engineer	\$ 118 /hour
CAD Technician	\$ 89 /hour

Mechanical, Electrical, and Plumbing Engineers

Principal / Engineering Director	\$ 205 /hour
Senior Engineer	\$ 158 /hour
Project Engineer	\$ 129 /hour
CAD Technician	\$ 89 /hour

Interior Designer	\$ 89 /hour
Construction Contract Administrator	\$ 136 /hour
Specifications Writer	\$ 136 /hour

Sustainability Planning

Sustainability Planning Director	\$ 158 /hour
Energy Analyst	\$ 132 /hour
Sustainability Coordinator	\$ 118 /hour

Security and Detention Design

Senior Security Specialist	\$ 170 /hour
Criminal Justice Consultant	\$ 154 /hour
Corrections Planner	\$ 205 /hour

Clerical / Administration	\$ 89 /hour
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Small Business Enhancement Program (SBEP) Instructions:

1. It is the policy of the City of Virginia Beach to encourage the participation of SWAM-certified businesses in city procurement activities. In furtherance of this policy the City of Virginia Beach adopted sections 2-224.1 through 2-224.8 of the City Code on February 28, 1995 (commonly referred to as the "Minority Procurement Ordinance"). **City of Virginia Beach Council amended sections 2-224.1 through 2-224.8 of the City Code on April 4, 2006, and sections 2-224.1, 2-224.3, 2-224.4, 2-224.5, 2-224.6, 2-224.7, 2-224.8, and 2-224.11 on June 23, 2009. City Council further amended City Code Sections 2-224.1 to 2-224.8 on September 27, 2011 to enact an Enhancement Program for SWAM-certified Businesses (commonly referred to as the "Small Business Enhancement Program").**
2. For purposes of this section, the following definitions shall apply:
 - a. **SWAM-certified business** means a business that has been certified by the Virginia Department of Minority Business Enterprises or the Metropolitan Washington Airport Authority.
 - b. **Good Faith SWAM-certified business Participation Efforts:** The sum total of efforts by a particular business to provide for the equitable participation of SWAM-certified businesses in the operations and contracts of such business.
 - (1) For past efforts, this sum total shall be comprised of the record of woman- owned, minority-owned, and small business participation over the past two (2) years through employment, retention, and promotion; subcontracting or joint ventures in the private section; or a combination thereof.
 - (2) In connection with the performance of this City of Virginia Beach contract, "good faith efforts" shall mean those measures which are proposed to allow equitable participation of SWAM-certified subcontractors. **Good faith efforts may include, but are not limited to:**

OUTREACH

- Whether the bidder attended any pre-solicitation or pre-bid meeting scheduled by the Purchasing Division or others to inform SWAM-certified firms of contracting and subcontracting opportunities.
- Whether the bidder made use of an outreach list, if applicable.
- Whether the bidder used the services of available minority and women-focused community organizations; minority contractor's groups; local, state and federal

- minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of SWAM-certified businesses.
- Whether the bidder advertised in general circulation, trade association, and minority-focused media, at least ten (10) days before bid opening to request SWAM-certified subcontractor participation on the specified project.
 - Whether the bidder contacted SWAM-certified businesses that reasonably could be expected to submit a quote and that are known to the contractor or available on State government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.

DEBUNDLING/RIGHT-SIZING

- Whether the bidder broke down or combined elements for work into economically feasible units to facilitate participation by SWAM-certified businesses.
- Whether the bidder made the construction plans, specifications and requirements available for review by prospective SWAM-certified businesses.

NEGOTIATING

- Whether the bidder negotiated in good faith with interested SWAM-certified businesses and did not reject them as unqualified without sound reasons based on their capabilities.
- Whether the bidder made efforts to assist interested SWAM-certified businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Whether the bidder assisted SWAM-certified businesses in obtaining the same unit pricing with the bidder's suppliers.
- Whether the bidder provided assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- Whether the bidder pursued negotiating joint venture and partnership arrangements with SWAM-certified businesses in order to increase opportunities for participation by these businesses on public construction or repair projects when possible.

- c. **SWAM-certified business Outreach List:** A list of contractors who are SWAM-certified to complete various areas of work detailed within a given procurement advertised by the City of Virginia Beach. Such list shall be provided, upon request, in its entirety or by relevant category, to any interested party. **The list shall not be deemed to constitute an endorsement by the City of Virginia Beach of the qualifications of any business included on the list.**

- d. **Minority-owned Business:** A business or other entity that is at least fifty-one (51) percent owned and controlled by one or more socially or economically disadvantaged person(s), certified with the Department of Minority Business Enterprise (SWAM). For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-to-day management. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to, African American, Hispanic Americans, Asian Americans, Eskimos, and Aleuts.
- e. **Service disabled veteran:** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or release under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veteran Affairs. Such a distinction is not suitable for SWAM-certification alone; however, it may be an enhancement to those SWAM-certified businesses eligible under either the small, woman-owned or minority- owned certification status.
- f. **Service disabled veteran business:** A business concern that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. Such a distinction is not suitable for SWAM-certification alone; however, it may be an enhancement to those SWAM-certified businesses eligible under either the small, woman-owned or minority-owned certification status.
- g. **SWAM-certified Small business:** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. Such a business must be certified through SWAM to count their participation on a City of Virginia Beach contract.
- h. **SWAM-certified Woman-owned Business:** A business or other entity that is at least fifty-one (51) percent owned and controlled by a woman

or women. For purposes of this definition, the term "control" shall mean exercising the power to make policy decisions and being actively involved in day-to-day management. Such a business must be certified through SWAM in order for the contractor to count their participation on a City of Virginia Beach contract.

3. **Pursuant to Section 2-224.3, in order for a bid to be given further consideration, the bid must contain a proposed SWAM-certified Subcontracting Participation Plan, CVAB – E2 (“The Plan”) detailing at a minimum:**
 - a. **Whether the contractor intends to utilize any subcontractors;**
 - b. **What, if any, SWAM-certified business subcontractors the contractor intends to utilize;**
 - c. **The work to be performed by each SWAM-certified business;**
 - d. **The estimated dollar amount to be paid to each SWAM-certified business, performing work as a subcontractor;**

4. **The Plan** is a matter of responsiveness:
 - a. If the bidder intends to utilize subcontractors, The Plan required by this section must either: (i) provide for at least 50% of the value of the subcontracted work to be provided by a SWAM-certified business; or (ii) provide detailed documentation showing, with specificity, the efforts undertaken by the prospective contractor to meet the 50% usage requirement. *It is worth noting that such documentation should detail and be representative of the efforts taken to obtain and negotiate agreements for SWAM-certified business participation.*

 - b. ***If The Plan does not meet the requirements of subsection 4.a, the entire bid or proposal shall be declared nonresponsive to the solicitation.***

 - b. If, in the statement submitted in response to subsections 4.a., Bidder or Offeror indicates that it has not undertaken any good faith efforts towards SWAM-certified business participation efforts in the past and/or does not intend to undertake any such efforts in connection with the performance of this contract, Bidder or Offeror must also submit a statement setting forth the reasons why it has not undertaken such efforts in the past and/or does not intend to undertake them in connection with the performance of this contract. Such actions do not automatically qualify the Bidder or Offeror for consideration; it merely provides additional information for consideration of Good Faith Efforts strategies utilized to solicit SWAM-

certified firms.

5. Pursuant to 2-224.1, additional information required by City of Virginia Beach Code.

Relevant to active City of Virginia Beach contracts and in addition to The Plan, the contractor is required to have on file with the City Purchasing Division the following information which *should*

be updated annually, via the Prime Contractor Workforce Composition form:

- a. The composition of the contractor's workforce, specifically indicating the percentage of woman, minority, or any other classification employees in their company;
 - b. The percentage of woman, minority, or any other classification employees in management positions, supervisory positions, professional positions, and non- professional positions;
6. The Plan **shall** become a part of the contract with the City of Virginia Beach. The contractor may update The Plan, in the event that unforeseen circumstances arise with relation to any SWAM- certified business identified for participation. Such circumstances include, but are not limited to:
- Unforeseen closure, or other circumstance which renders the SWAM-certified business inoperable
 - Failure of the SWAM-certified business to perform the contracted scope of work as specified in the executed subcontract agreement
 - Consistent non or poor performance of the specified scope of work as negotiated
7. The contractor will be required to provide the City of Virginia Beach monthly updates as to payments made to the subcontractors listed on "The Plan", via the **Monthly SWAM-certified Subcontractor Payment Data Sheet (CVAB-E)**. Prior to final payment, each contractor shall submit a report documenting its efforts undertaken in compliance with "The Plan". A contractor may delay monthly payment and will not receive final payment under a contract until he submits documentation of actual SWAM-certified business usage. The report shall include, at a minimum:
- a. A statement of whether any SWAM-certified business subcontractors were utilized;
 - b. A list of any SWAM-certified business subcontractors utilized;

- c. A brief description of the work performed by each SWAM-certified business subcontractor;
- d. The amount paid to each SWAM-certified business subcontractor; and
- e. Supply monthly updates as to payments made to its SWAM-certified subcontractors via the CVAB-E form (attached for reference); failure to do so could impact your receipt of payment
- f. A contractor may delay monthly payment and will not receive final payment under a contract until he submits the documentation required by this subsection.

Prime Contractor Workforce Composition Form

Prime Contractor: R & S CORPORATION

Submittal Date: 12/4/2018

	# Employees	% Employees	% Managers	% Supervisors	% Professionals	% Non-Professionals
Woman	3				100%	
Minority	3	100%				
Other	23	59%	14%	17%	10%	
Total	29					

Descriptions
Manager: Responsible for directing and controlling the work and staff of a business, or of a department within it.
Supervisor: Oversees and guides the work or activities of a group of other employees.
Professional: Requires extensive education in their field (undergraduate degree or higher) or a specialized certification from an accredited agency.
Non-Professional: Not in one of the above categories.

Civil Engineer: _____
Point of Contact: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Specialty Engineer: _____
Point of Contact: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Other: _____
Point of Contact: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Surety Company Bond
No. _____

CITY OF VIRGINIA BEACH
CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ of _____

(hereinafter called the "Principal"), and the _____,
a corporation created and existing under the laws of the State of _____
and having its principal office in the City of _____, and
authorized to transact business in the Commonwealth of Virginia as Surety (hereinafter called the
"Surety") are held and firmly bound unto the CITY OF VIRGINIA BEACH (hereinafter called the
"Owner") in the full and just sum of _____
_____ Dollars (\$ _____), lawful money of the United
States of America, for the payment of which well and truly to be made, the said Principal binds
itself and its successors and assigns, all jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain written agreement with Owner, designated as
contract number _____ dated as of the _____ day of _____, 201__,
for the purpose of _____

(herein called the "Contract"), for which Contract is by reference made a part hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if
the said Principal and its successors and assigns, or any or either of them shall well and truly and in good
sufficient and workmanlike manner perform or cause to be performed said Contract, and a ny amendment,
or extension of or addition thereto and each and every of the covenants, promises, agreements,
warranties, and provisions herein stipulated and contained to be performed by said Principal, and
complete the same within the period therein mentioned, and in each and every respect, comply with the
conditions therein mentioned to be complied with by the said Principal, and fully indemnify and save
harmless the Owner from all costs and damages which it may suffer by reason of failure so to do and
fully reimburse and repay the Owner all expense which it may incur in making good any such default,
then these obligations shall be null and void, otherwise they shall remain in full force and effect.
The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that
the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired
or affected by any extension of time, modification, omission, addition or change in or to the said contract
or the work to be performed thereunder, or by any payment thereunder before the time required therein, or

by any waiver of any provision thereof; or by any assignment, subletting or other transfer thereof; or of any part thereof, or of any work to be performed or of any moneys due or to become due thereunder; and said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees, shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

Whenever Principal shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, there under, the owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the contract with its terms and conditions ; and all reserves, deferred payments, and other funds provided by the Contract to be paid to Principal shall be paid to Surety at the same times and under the same conditions as by the terms of that Contract such funds would have been paid to Principal had the Contract been performed by Principal ; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Contract and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, the Principal and the Surety have executed this performance bond and have hereunto affixed their seals this ____ day of _____, in the year 201__.

The persons whose signatures appear below hereby represent, warrant, and certify that they are authorized to execute this performance bond on behalf of the Principal and the Surety, respectively.

PRINCIPAL (CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of _____

(Mailing Address)

Phone No. _____

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with Attorney-in-Fact's authority from Surety)

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Surety Bond Company

No. _____

CITY OF VIRGINIA BEACH
CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ of _____ (hereinafter
called the "Principal"), and the _____, a
corporation created and existing under the laws of the State of _____
and having its principal office in the City of _____, and
authorized to transact business in the Commonwealth of Virginia as Surety (hereinafter
called the "Surety") are held and firmly bound unto the CITY OF VIRGINIA BEACH
(hereinafter called the "Owner") in the full and just sum of _____
_____ Dollars (\$ _____), lawful money
of the United States of America, to be paid to the said Owner, its successors and
assigns, to which payment well and truly to be made we bind ourselves, our heirs,
executors, administrators, successors, and assigns jointly and severally and firmly by
these presents;

WHEREAS, the above-bounden Principal has entered into a certain written
agreement with the Owner, designated as contract number _____
__ and dated the ____ day of _____ 201__, for the
purpose of _____

(herein called the "Contract"), for which Contract is by referenced made
a part hereof;

WHEREAS, it was one of the conditions of the award of the Owner pursuant to
which said Contract was entered into, that these presents shall be executed;

NOW, THEREFORE, the condition of this obligation is such that if the above-
bounden Principal promptly pays all justified claims for labor and material (including
public utility services and reasonable rental of equipment when such equipment is
actually used at the site) performed for or supplied to said Principal or any
subcontractor in the prosecution of the work contracted for then this obligation is to be

void; otherwise, to be and remain in full force and virtue in law.

The "Surety" hereby waives notice of any alteration or extension of time made by the Owner.

IN WITNESS WHEREOF, the Principal and the Surety have executed this payment bond and have hereunto affixed their seals this _____ day of _____, in the year 201__.

The persons whose signatures appear below hereby represent, warrant, and certify that they are authorized to execute this performance bond on behalf of the Principal and the Surety, respectively.

PRINCIPAL (CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of _____

(Mailing Address)

Phone No. _____

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be
Accompanied with
Attorney-in-Fact's
authority from Surety)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">ADDRESS:</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:																							
PHONE (A/C, No, Ext):	FAX (A/C, No):																						
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ADDRESS:																							
INSURER(S) AFFORDING COVERAGE	NAIC #																						
INSURER A:																							
INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POF AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Virginia Beach
 Contractor Performance Evaluation

Section I – General Project Information – Must be completed in its entirety.

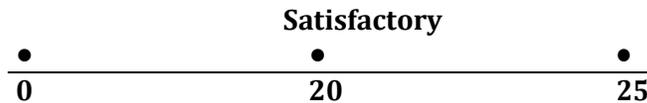
Name of Firm: Name of Prime: Name of Project Manager: Name of Superintendent(s):	Prime Phone: Project Manager Phone: Superintendent(s) Phone:	
Project Manager Department/Title:	Date:	
	Contract Cost Including Change Order: \$	
	Initial Award: Change Order(s) Amt: Final Contract Amt:	
	Contract Start/End Dates:	
Project Title & Number:	Contract Start/End Dates:	
Description of Project: [Design] [Construction] [Other (specify)]		

Section II – Project Performance

Please rate this contractor’s performance in each of the following areas. If you need additional space, attach additional sheets. If you rate the contractor below “satisfactory” in any area, please provide detailed information to explain the rating assigned. You are not restricted to using the numerical values (points) shown and may scale in between the points shown.

1. Quality of Workmanship/Project Management (0-25 points)

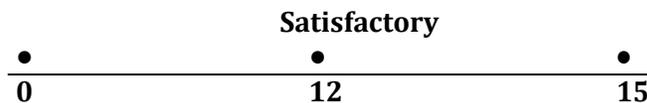
Rate the quality of this contractor’s workmanship. Were there quality-related or workmanship problems? Was the contractor responsive to remedial work required? If so or if not, provide specific examples.



Score: __

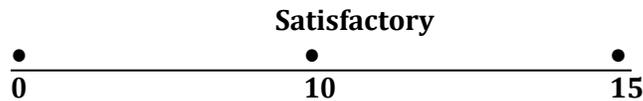
2. Scheduling (0-15 points)

Rate this contractor’s performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific details/examples.



Score: __

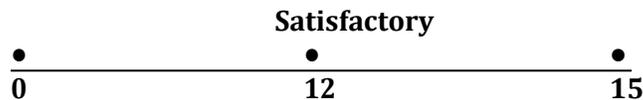
3. Rate this contractor's effort and success in utilizing woman and minority subcontractors. Did the contractor submit a credible plan? Did the contractor meet or exceed the plan?



Score: __

4. **Environmental Compliance (0-15 points)**

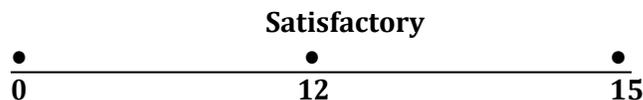
Did the contractor comply with local, state and federal environmental standards, requirements, laws, statutes, regulations or the law of nuisance in the performance of this contract?



Score: __

5. **General Performance of On-Site Supervisory Personnel (0-15 points)**

Rate the general performance of this contractor's on-site supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

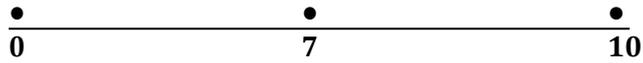


Score: __

9. Working Relationships (0-10 points)

Rate this contractor's working relationships with other parties (i.e., awarding authority, designer, subcontractors, government inspectors, the public, etc.). Did this contractor interact with other parties in a professional manner? If not, give specific examples.

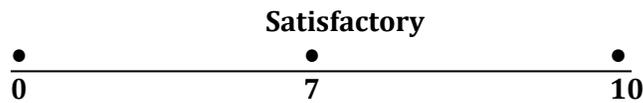
Satisfactory



Score: __

10. Documentation and Submittals (0-10 points)

Rate this contractor's performance in completing and submitting required documentation (i.e., change orders, electronic submittals, drawings, invoices, payrolls, workforce reports, warranty, final as-builts, etc.). Did the contractor submit the required paperwork promptly and in proper form? If not, give specific examples.



Score: ____

Please add up all points of the 10 evaluated performance areas from the preceding pages and enter the total score below.

Total Score: ____

Possible Max Score: 135 (If all areas rated)

Satisfactory Score: 75%

Contractors Score _____ / _____ %

Overview/Explanation of Score:

Section III: Legal and Administrative Proceedings

Are you aware of any legal or administrative proceedings, invoked bonds, assessed damages, liquidated damages, demands for direct payment, payment bond claims, contract failures, contract terminations or penalties involving this contractor on this contract? What is the status of any pending litigation? What was the final outcome of any completed litigation? What are the dollar amounts of assessed damages or penalties?

Comments:

Section IV: Evaluation Certification

I certify that the information contained in this evaluation form represents, to the best of my knowledge, a true analysis of this contractor's performance record on this contract.

I also certify that I have no ties with this contractor either through a business or family relationship.

I have mailed a copy of this completed evaluation form to the contractor on _____.

Enter Date

(Public Awarding Authorities must mail a copy of this completed evaluation form to the contractor.)

Signatures:

_____ Signature	_____ Name and Title of Inspector	_____ Date
_____ Signature	_____ Name of Project Manager	_____ Date
_____ Signature	_____ Division Manager	_____ Date
_____ Signature	_____ Department Director	_____ Date
_____ Signature	_____ Purchasing Agent or Designee	_____ Date

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PART 2

PART 2 PROJECT PROGRAM AND DESCRIPTION

Project Description and Objectives

Pages 1 through 2

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PART 2

PROJECT DESCRIPTION AND OBJECTIVES

1. **Existing System:** Existing system to be replaced uses an ESITech® security control system, which includes a touchscreen control system with door control, intercom system, card access system, utility controls and Closed Circuit TV (CCTV) system.
2. **Integrated Control System:** A new fully-integrated control system (ICS) will be required to control the following items. The ICS shall be touch screen-based with mouse back-up. The system shall have sufficient programmable logic Control (PLC) and Input/Output (I/O) capacity to allow for future expansion:
 - a. **Camera System:** Replace the existing analog camera system with a fully-integrated Internet Protocol (IP) camera system. Additional camera coverage will be determined by needs of the Sheriff and the new camera system shall meet the current American Correctional Act (ACA) and Prison Rape Elimination Act (PREA) standards. At a minimum, replace 555 cameras.
 - b. **Intercoms:** At a minimum, replace 777 intercoms. The intercoms shall be suitable for a prison environment and shall provide two-way audio communication between Master or Operator Locations and Remote Intercom station locations. The Paging System shall provide both Zone and All Page to both Remote Intercom Stations and general area speakers.
 - c. **Paging Speakers:** At a minimum, replace 263 paging speakers.
 - d. **Card Access Readers:** At a minimum, replace 52 card access readers. The readers shall be suitable for a prison environment, provide a 6 hour battery backup minimum, have read range of up to 4 inches, even when installed on or around metal.
 - e. **Electric Cell Door Controls:** At a minimum, replace 715 interior electric cell door controls. At the exterior of the facility, replace four exterior door controls, two barrier arm controls, two roll gates controls and two Sallyport door controls.
3. **Control Room Layout:** The existing control room shall be remodeled to provide the security staff improved conditions to effectively operate the day-to-day activity of the facility. The design shall provide for functionality and staff comfort, while maintaining security of the population and security personnel. This includes new furnishings, fixtures and equipment to improve ergonomics for staff occupancy on 24 hours a day, seven days a week basis.
4. **Radio Frequency Identification (RFID) System:** A RFID system will be provided subject to the terms and conditions of the Contractor's Proposal for Guardian RFID dated June 6, 2018 attached as part of Post Bid Addendum 1.

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PART 3

GENERAL REQUIREMENTS

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SECTION 011000 - SUMMARY

1.1 PROJECT

- A. Project Name: Correctional Center Master Control Upgrades.
- B. Project consists of the PPEA of an upgrade to the existing.
- C. The work consists of the following:
 - 1. New Integrated Control System (ICS)
 - 2. New internet protocol cameras
 - 3. New Access Control System
 - 4. New Electric interior and exterior door controls
 - 5. New Paging Speakers
 - 6. Improvements to the existing Master Control Room
 - 7. Radio Frequency Identification (RFID) System

1.2 PERMITS, FEES AND CHARGES

The Contractor shall pay for all fees and permits related to the construction of the Project including, building, electrical, access control, etc. The Contractor shall be responsible for making application for and obtaining these permits.

1.3 UTILITY PROVIDER INTERFACE

Not used

1.4 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: The Owner may award separate contracts for performance of certain construction operations at the site. Those operations may be conducted simultaneously with work under this Contract.
- B. Coordinate and cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Work under this Contract requiring installation, hook-up or connection of items furnished by the Owner's separate contractors is indicated in the drawings and specifications.

1.5 CONTRACTOR USE OF PREMISES

- A. General: The Correctional Center is in operation 24 hours a day, 7 days a week and 365 days a year. During the construction period the Contractor shall have use of the premises for construction operations in strict coordination with the

Sheriff's Office. The Contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project. Working hours shall be 7:00 am until 3:30 pm, Monday through Friday.

- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- C. Limits of Construction as designated on the Drawings shall be strictly adhered to. Following notification by the Owner that damage has occurred to property beyond the Limits of Construction; the Contractor shall immediately repair or replace the damaged property at no additional cost to the Owner and at no increase to the Contract Time.
- D. Contractor shall coordinate work with the Sheriff's Office as necessary and prevent interference with the Sheriff Office operation of the correctional facility and administrative offices.

1.6 CONTRACTOR CONDUCT

- 1. The Contractor shall strictly prohibit weapons and drugs on the site at all times.
- 2. No smoking shall be allowed with the Correctional Center at any time.
- 3. All Contractors shall comply with the Prison Rape Elimination Act (PREA) consistent with Virginia Beach Sheriff's Office Policies and Procedures. Contractors shall receive training on their duty to report and how to report observations or allegations of sexual abuse and/or sexual harassment prior to entering the Virginia Beach Correctional Center. This training shall be based upon the Contractor's Level of Contact with inmates. Contractors understand the Virginia Beach Sheriff's Office maintains a zero tolerance policy on all forms of sexual abuse and sexual harassment.

1.7 SECURITY REQUIREMENTS

- A. Criminal Background Checks Procedure: Criminal background checks are required for any Contractor/Consultant/sub-contractor/employee that will be working in the Virginia Beach Correctional Center.
 - 1. Submit a list to the Owner's Project Representative
 - 2. Owner's project Representative shall issue the Contractor a form for each applicant authorizing the background check.
 - 3. The applicant shall take the form to the Public Safety Building – Building 11 and submit to a live electronic "Fingerprint Scan".

Public Safety Building-Building 11
2509 Princess Anne Road
Municipal Center
Virginia Beach, Virginia 23456
(757) 385-4331
Monday through Friday from 8:00am. to 4:30pm.

4. The officer will take the applicant's fingerprints.
 5. If the applicant does not have a record the approval should be available to the Contractor within 21 days. If there is any criminal record the results will not be available for 30 days. Individuals with a record shall be reviewed by the Sherriff's Office for determination if the applicant will be granted access to the Correctional Center.
 6. The Owner's Project Representative will provide the Contractor with a list of approved/disapproved individuals.
 7. Approved applicants will need to return to the Municipal Center to obtain a photographic identification badge. Workers without Owner issued Identification badges shall not be allowed entry into the Correctional Center.
- B. Employees with any prior theft, drug or felony convictions or who are facing current charges will not be allowed on site. Upon commencement of work, employees will be required to sign in and out with their personal photo I.D., and checked against the master roster in order to be allowed on site. Personal photo I.D. shall be displayed at all times in a transparent vinyl badge holder while on the job site. A staff member will accompany employees at all times. Firearms, concealed knives, or other weapons, drugs or alcohol shall not be allowed. Violators will be immediately and permanently dismissed from the project site. Contractor shall contact the Owner with any questions or clarifications.

1.8 COORDINATION WITH OCCUPANTS

- A. The Owner will occupy the entire premises during the construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform operations so as to not interfere with the Owner's operations.

Do not close or obstruct walkways, corridors, or other occupied or used facilities without permission from the Owner. Provide a minimum of 72 hour notice to the Owner prior to performing activities that will affect Owner's operations.

- B. Existing Utility Operations: Do not interrupt utilities serving the facility without prior notice and approval of the Owner. Provide a minimum of 72 hour notice to the Owner prior to performing activities that will affect Owner's utilities.

- C. Noise, Vibration, and Odors. Coordinate operations that may result in high levels of noise, vibrations, and/or odors with the Owner. Provide a minimum of 24 hour notice to the Owner prior to performing activities that will result in high levels of noise, vibration, and/or odors.

1.9 CONSTRUCTION PHASING

The existing building shall be in operation during construction. Special work scheduling and coordination with the facility is required. Contractor shall schedule his work and coordinate activities so as to cause the least interference with the normal operations of the facility. Security measures shall be maintained as required by the Sheriff's Department.

END OF SECTION 011000

SECTION 012000 – PRICE AND PAYMENT PROCEDURES

1.1 SECTION INCLUDES

Procedures for preparation and submittal of applications for progress payments.

1.2 SCHEDULE OF VALUES

Submit a printed schedule on AIA Form G703 -Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.

1.3 APPLICATIONS FOR PROGRESS PAYMENTS

- a. Payment Period: Submit at intervals stipulated in the Agreement, include latest updated progress schedule. Applications submitted without an updated schedule will be returned unprocessed by the Owner.
- b. Present required information in typewritten form.
- c. Form: AIA G702 Application and Certificate for Payment and AIA G703 -Continuation Sheet including continuation sheets when required.
- d. Execute certification by signature of authorized officer.
- e. Submit three copies of each Application for Payment.

END OF SECTION 012000

SECTION 012600 – MODIFICATION PROCEDURES

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This Section specifies administrative and procedural requirements for handling and processing contract modifications.

1.3 RELATED SECTIONS

The following Sections contain requirements that relate to this Section:

1. Division 1 Section “Allowances” for procedural requirements governing the handling and processing of allowances.
2. Division 1 Section “Submittals” for requirements for the Contractor’s Construction Schedule.
3. Division 1 Section “Applications for Payment” for administrative procedures governing Applications for Payment.

1.4 MINOR CHANGES IN THE WORK

The Owner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect’s Supplemental Instructions.

1.5 CHANGE ORDER PROPOSAL REQUESTS

Owner-Initiated Proposal Requests: The Owner will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal requests issued by the Owner are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Within 10 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Owner for review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - d. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Owner.
3. Include a statement outlining the 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 Contract Time.
 4. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 5. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 6. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
 7. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

1.6 CHANGE ORDER PROCEDURES

Upon the Owner's approval of a Proposal Request, the Owner will issue a Change Order for signatures of the Owner and the Contractor on the Owner's standard Change Order Form.

End of Section 012600

SECTION 013113 - PROJECT COORDINATION

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Coordination.
2. Administrative and supervisory personnel.
3. General installation provisions.
4. Cleaning and protection.

1.3 RELATED SECTIONS

- A. Field engineering is included in Section "Field Engineering".
- B. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".
- C. Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

1.4 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

- C. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project Close-out activities.

1.5 SUBMITTALS

Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

Post copies of the list in the temporary field office.

1.6 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.

- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

1.7 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive internal or external pressures.
 - 2. Excessively high or low temperatures.
 - 3. Thermal shock.
 - 4. Excessively high or low humidity.
 - 5. Air contamination or pollution.
 - 6. Water or ice.
 - 7. Solvents.
 - 8. Chemicals.
 - 9. Light.
 - 10. Radiation.
 - 11. Puncture.
 - 12. Abrasion.
 - 13. Heavy traffic.
 - 14. Soiling, staining and corrosion.
 - 15. Bacteria.
 - 16. Rodent and insect infestation.
 - 17. Combustion.
 - 18. Electrical current.

19. High speed operation.
20. Improper lubrication.
21. Unusual wear or other misuse.
22. Contact between incompatible materials.
23. Destructive testing.
24. Misalignment.
25. Excessive weathering.
26. Unprotected storage.
27. Improper shipping or handling.
28. Theft.
29. Vandalism.

End of Section 013113

SECTION 013119 - PROJECT MEETINGS

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:

1. Pre-Construction Conference.
2. Pre-Installation Conferences.
3. Progress Meetings.
4. Construction schedules are specified in another Division-1 Section.

B. Pre-Construction Conference

1. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
2. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress including such topics as:
 - a. Tentative construction schedule.
 - b. Critical Work sequencing.
 - c. Designation of responsible personnel.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for processing Applications for Payment.
 - f. Distribution of Contract Documents.
 - g. Submittal of Shop Drawings, Product Data and Samples.
 - h. Preparation of record documents.
 - i. Use of the premises.
 - j. Office, Work and storage areas.
 - k. Equipment deliveries and priorities.
 - l. Safety procedures.
 - m. First aid.
 - n. Security.
 - o. Housekeeping.

- p. Working hours.
- 4. Reporting: No later than 7 days after the pre-construction conference date, the Contractor shall distribute copies of minutes of the conference to each party present and to other parties concerned who were not present. Included will be summaries, in narrative form, of all discussions, agreements, decisions and matters concluded.

C. Pre-Installation Conferences

- 1. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The 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 the Owner of scheduled meeting dates.
- 2. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases
 - e. Deliveries.
 - f. Shop Drawings, Product Data and quality control samples.
 - g. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's recommendations.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Temporary facilities.
 - o. Space and access limitations.
 - p. Governing regulations.
 - q. Safety.
 - r. Inspection and testing requirements.
 - s. Required performance results.
 - t. Recording requirements.
 - u. Protection.
- 3. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.

4. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

D. Progress Meetings

1. Conduct progress meetings at the Project site at regularly scheduled bi-weekly intervals. Coordinate dates of alternate meetings with preparation of the payment request.
2. Attendees: In addition to representatives of Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project, and topics required by the General Conditions.
3. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind 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.
4. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Deliveries.
 - e. Off-site fabrication problems.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and services.
 - i. Hours of Work.
 - j. Hazards and risks.
 - k. Housekeeping.
 - l. Quality and Work standards.
 - m. Change Orders.
 - n. Documentation of information for payment requests.
 - o. Reporting: No later than 3 days after each progress meeting date the

Contractor shall distribute copies of minutes of the meeting to each party present and to other parties who should have been present. The Contractor shall also provide a brief summary, in narrative form, of progress since the previous meeting and report, to be attached to the minutes.

5. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

End of Section 013119

SECTION 013300 - DIGITAL SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals. All submittals must be received in digital format with the exception of physical samples and material submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Owner's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Owner's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- ~~C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.~~
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Owner and additional time for handling and reviewing submittals required by those corrections.

Send digital submittal schedule to Owner within 30 days from the notice to proceed. Schedule should be in a format which can be modified by the Owner.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Owner's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. All submittals (with the exception of physical samples) shall be made in digital format (PDF) unless otherwise indicated. Any references to paper submittals in the technical specification sections shall be revised to indicated digital submittal format. All digital submittals shall be made through email, ~~or posted to the project FTP site~~ and an email sent to indicate that this has been posted for review. ~~Submittals will not be logged in when posted to the FTP unless notification (email or written) is received by the Owner indicating this has been posted.~~ Upon notification of posting and verification that the indicated information has been posted, the submittal will be logged in on the schedule and the review time will start on this date.
- 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 require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. 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. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Identification and Information: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Building Number and Building Code.
 - c. Date.
 - d. Name of Owner.
 - e. Name of Contractor.
 - f. Name of manufacturer.
 - g. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - h. Number and title of appropriate Specification Section.
 - i. Location(s) where product is to be installed, as appropriate.
 - j. Other necessary identification.
- E. Options: Identify options requiring selection by the Owner.
- F. Deviations: Identify deviations from the Contract Documents on submittals.

- G. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a digital (PDF) transmittal form. Each specification section requires an individual transmittal. Owner will discard submittals received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
- H. Re-submittals: Make re-submittals in digital format.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Owner's action stamp.
- I. Distribution: Furnish digital 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 that are marked with approval notation from Owner's action stamp.

PART 2 - PRODUCTS

2.1 DIGITAL SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and provide submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. All required submittals shall be made in a digital PDF format.

1. Any references to paper copies of submittals within the individual specification sections shall be modified to reference the digital PDF documents with the exception of physical samples. For all specifications requiring physical samples, contractor shall submit a minimum of two (2) physical samples and as required by the individual specification sections.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. Assemble each submittal individually and transmit each submittal using a digital PDF format transmittal form.
 3. Digital transmittals shall be made via email ~~or through an approved FTP site.~~ ~~Any submittal posted on an approved FTP site must be accompanied by a digital PDF email transmittal with delivery receipt for documentation.~~
 4. Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Mark with digital approval stamp before submitting to Owner/Engineer. Owner/Engineer will provide review comments on digital PDF document and a digital action stamp.
 5. Contractor shall maintain a record of each submittal on-site at all times. On-site copies of the submittals may be digital PDF documents or printed hard copies at the contractor's discretion. Submittals shall be made available to Owner/Engineer or owner/owner's representative at all times.
 6. Closeout Submittals and Maintenance Material Submittals: Submit as digital PDF documents on flash drive or CD/DVD.
 7. Certificates and Certifications Submittals: Provide a 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.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 8. Test and Inspection Reports Submittals: Submit as digital documents.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.

- e. Testing by recognized testing agency.
 4. Submit Product Data concurrent with Samples.
 5. Format: Digital PDF.
- C. 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.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. Digital PDF format.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. 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.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. 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.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner will return submittal with options selected.

- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.

- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

- G. Application for Payment: Comply with requirements specified in Division 01 Section "Price and Payment Procedures."

- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Submit subcontract list in the following format:
 - a. PDF electronic file.

- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Owners and owners, and other information specified.

- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. 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.
- R. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a digital approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER'S ACTION

- A. General: Owner will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Owner will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Owner will review each submittal and will not return it, or will return it if it does not comply with requirements. Owner will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Owner.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014219 – REFERENCE STANDARDS AND DEFINITIONS

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Owner," "requested by the Owner," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Owner's action on the Design Builder's submittals, applications, and requests, is limited to the Owner's duties and responsibilities as stated in General and Supplementary Conditions.
- E. Regulation: The term "Regulations" includes 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: The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
2. Trades: Use of titles such as "carpentry" is not intended to 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 trades persons of the corresponding generic name.
3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

4. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
5. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the Contract Documents so indicates.

2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

The words “shall be” shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Except where 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. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- C. **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, refer requirements that are different, but apparently equal, and uncertainties to the Owner for a decision before proceeding.

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. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Owner for a decision before proceeding.

- D. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity’s construction activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the

“Encyclopedia of Associations,” published by Gale Research Co., available in most libraries.

1.5 GOVERNING REGULATIONS/AUTHORITIES

- A. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

1.6 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

END OF SECTION 014219

SECTION 016100 – MATERIALS AND EQUIPMENT

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

1.3 RELATED SECTIONS

- A. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
- B. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
- C. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section "Product Substitutions."

1.4 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - 2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.5 SUBMITTALS

- A. Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Owner. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
- B. Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.
- C. Form: Prepare the product listing schedule with information on each item tabulated under the following column headings:
 - 1. Related Specification Section number.
 - 2. Generic name used in Contract Documents.
 - 3. Proprietary name, model number and similar designations.
 - 4. Manufacturer's name and address.
 - 5. Supplier's name and address.
 - 6. Installer's name and address.
 - 7. Projected delivery date, or time span of delivery period.
- D. Completed Schedule: Within 30 days after date of commencement of the Work, submit 6 copies of the completed product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
- E. Owner's Action: The Owner will respond in writing to the PPEA within 14 days of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products, but does not constitute a waiver of the requirement that products comply with Contract Documents. The Owner's response will include the following:
 - 1. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.6 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.

- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - 1. Name of product and manufacturer.
 - 2. Model and serial number.
 - 3. Capacity.
 - 4. Speed.
 - 5. Ratings.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at the 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 the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 - 4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
 - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
 - 7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

1.8 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of

installation.

1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:

1. Specification Requirements: Where three or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.

Where products or manufacturers are specified by name, accompanied by the term “or equal,” or “or approved equal” comply with the Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.

2. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.
3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - a. Manufacturer’s recommendations may be contained in published product literature, or by the manufacturer’s certification of performance.
5. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Owner’s decision will be final on whether a proposed product matches satisfactorily.

- a. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning “substitutions” for selection of a matching product in another product category, or for noncompliance with specified requirements.
7. Visual Selection: Where specified product requirements include the phrase “...as selected from manufacturer’s standard colors, patterns, textures...” or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.

1.9 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer’s instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 016100

SECTION 017423 – FINAL CLEANING

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.

1. General Project closeout requirements are included in Section “Project Closeout Requirements.”
2. General cleanup and waste removal requirements are included in Section “Temporary Facilities.”
3. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
4. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
5. Burying of debris, rubbish or other waste material on the premises will not be permitted.

1.3 MATERIALS

Cleaning Agents: Use cleaning materials and agents recommended by the 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.

1.4 SUBMITTALS

- A. Product data for each cleaning agent that the Contractor proposes to use. Include Material Safety Data Sheets (MSDS) for each product.
- B. Do not proceed with cleaning operations until receipt of the Owner’s approval of product data submitted.

1.5 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer’s instructions.

- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial completion for the entire Project or a portion of the Project.
1. Clean the Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
 2. Remove tools, construction equipment, machinery and surplus material from the site.
 3. Remove snow and ice to provide safe access to the building.
 4. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 5. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 6. Broom clean concrete floors in preoccupied spaces.
 7. Remove labels that are not permanent labels.
 8. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
 9. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
 10. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced licensed exterminator to make a final inspection, and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removable of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remain after completion of associated construction have become the Owner's property, dispose of these materials as directed.

END OF SECTION 017423

SECTION 017719 – PROJECT CLOSEOUT REQUIREMENTS

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

1. Inspection procedures.
2. Project record document submittal.
3. Operating and maintenance manual submittal.
4. Submittal of warranties.
5. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

- If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 1 Advise Owner of pending insurance change-over requirements.
 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 4. Submit record drawings, operations and maintenance manuals, and similar final record information. Operations and maintenance manuals shall be furnished to Owner 14 days before date operation and maintenance instructions and demonstrations are to occur.
 5. Deliver tools, spare parts, extra stock, and similar items.
 6. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 7. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel.

8. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Contractor's Inspection Report: Prepare a complete list of all work remaining to be completed, deficiencies to be corrected, and any other items or requirements not yet fulfilled.
- C. Inspection Procedures: On receipt of a request for inspection and the Contractor's Inspection Report, the Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Owner will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner.
 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 5. Submit Consent of Surety to Final Payment.
 6. Submit a final liquidated damages settlement statement.
 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 8. See Project Closeout Checklist at the end of this Section for additional requirements.

- B. Reinspection Procedure: The Owner will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.
 - 1. Upon completion of reinspection, the Owner will prepare a certificate of final acceptance, or advise the Contractors of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - 2. Only if absolutely necessary, will the reinspection procedure be repeated. It is the Contractor's responsibility to inspect the Work and have all items completed prior to requesting a reinspection. All Owner cost incurred beyond the initial reinspection shall be borne by the Contractor.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 - 3. Note related Change Order numbers where applicable.
 - 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Owner for the Owner's records.

- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.

Upon completion of the Work, submit complete set of record Product Data to the Owner for the Owner's records.

- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Owner and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Owner for the Owner's records.
- G. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.
 4. Wiring diagrams.
 5. Recommended "turn around" cycles.
 6. Inspection procedures.
 7. Shop Drawings and Product Data.
 8. Fixture lamping schedule.
 9. Material Safety Data Sheets (MSDS) for all applicable products incorporated into the construction.
 10. Room by room paint materials schedule.

1.6 CLOSEOUT PROCEDURES

A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Two weeks prior to all demonstrations, such as the mechanical and electrical controls and equipment, plumbing, PA system, TV system, fire alarm and kitchen equipment, the Owner shall have in his possession all related manuals of operation and maintenance for the system. The Owner shall be notified one week in advance of intended time and date of all above demonstrations. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.
8. Trouble-shooting procedures and corrections (explain most frequent causes of failure) .

END OF SECTION 017719

SECTION 017836 – WARRANTIES

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 WARRANTY REQUIREMENTS

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

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

- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties directly to the Owner, with copies to the Owner prior to the date of final payment.

When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

- B. Form of Submittal: At Final Completion compile three (3) copies of each required warranty and bond properly executed by the Contractor, or by the , subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

- C. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, one for each set, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

- D. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF SECTION 017836