



Invitation for Bid

IFB#:	IFB# 23-04 ON-CALL INSTALLATION OF GAS MAINS & SERVICES & GAS METER/BOLLARD SET AOC SERVICES	<u>Issuing Department/ Agency:</u> City of Charlottesville Department of Utilities 305 4th Street NW Charlottesville, Virginia 22903
Project:	ON-CALL INSTALLATION OF GAS MAINS & SERVICES & GAS METER/BOLLARD SET AOC SERVICES	
Date:	June 6, 2022	
TO:	POTENTIAL BIDDERS	

Period Of Contract: The date of the Contract shall be from July 15, 2022 – July 14, 2023 with the option to renew for up to four (4) additional one year periods.

The City of Charlottesville requests a bid for the work described in the “Scope of Service” sections provided. This solicitation is subject to the provisions of the City of Charlottesville’s Instructions to Bidders, General Terms and Conditions for Construction, Special Terms and Conditions, Supplemental Terms and Conditions, Construction Drawings and any other information provided with the Bid Documents.

Project Description: The purpose of this bid is to secure a contractor for the installation of natural gas mains and services. Estimates of approximately 5,000 feet of natural gas main line and 5,000 feet of natural gas services lines could be installed. Additionally, the contractor(s) shall provide services for remediation of any residential gas meter Abnormal Operating Conditions (AOCs) found including, but not limited to, the relocation of natural gas risers up to 10’, replacement of riser, regulator, riser valve, meter, meter bar, customer valve and any required customer owned piping, and bollard installations.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

Scope of Service:

The intent of the contract is to provide the construction and completion in every detail of the work for gas main/service installation described and for the remediation of any residential gas meter, installation of Bollards, and other Abnormal Operating Conditions (AOCs) as needed.

Pre-Bid Meeting (non-mandatory): Scheduled for Thursday, June 16, 2022 at **10:00 AM** local prevailing time. The Pre-Bid Meeting will be conducted virtually using Microsoft Teams. Interested Bidders shall contact Christian Chirico via e-mail at chiricoc@charlottesville.gov and provide an e-mail address for the attendee(s) to receive the Microsoft Teams invite and link. Attendance will be taken at the start of the Pre-Bid Meeting. Attendance is not mandatory, but is strongly recommended.

ALL MAILED OR HAND DELIVERED BIDS MUST BE SUBMITTED TO:

**City of Charlottesville, Department of Utilities,
305 4th Street NW, Charlottesville, Virginia 22903, Attention Kathryn McNannay.**

Sealed Bids are due by 2:00 PM local prevailing time on Tuesday, June 28, 2022

The exterior of the sealed envelope shall be plainly marked to identify: (i) the IFB number and project name, (ii) the name and address of the bidder, (iii) the bidder’s licensed Virginia contractor number, (iv) the State Corporation Commission ID Number: and (v) the date, time and location on/at which bids are scheduled to be received by the City. The mailing (utilizing contracted shipping services) of bids is preferred.

MAILED BIDS: Due to restrictions surrounding the COVID-19 pandemic, public access to City facilities is currently prohibited. The City is still receiving and accepting deliveries from shipping services such as USPS, FedEx and UPS, etc. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope or shipping container addressed to the City at the post office address identified within this solicitation.

HAND DELIVERED BIDS: Hand delivered bids may **ONLY** be delivered on **Tuesday, June 28, 2022 at 305 4TH STREET NW, CHARLOTTESVILLE (Utilities/Public Works Administration Building) between the hours of 1:00-2:00 PM (local prevailing time). Bids will not be accepted at any other building access location. While on City property Bidders are expected to adhere to any local/state restrictions.**

All Sealed Bids are to be submitted to: City of Charlottesville, Department of Utilities, 305 4th Street NW, Charlottesville, Virginia 22903, Attention Kathryn McNannay.

Sealed Bids are due by 2:00 PM local prevailing time on Tuesday, June 28, 2022.

All Bids will be date and time stamped upon receipt and retained unopened in a secure location until bid opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Bidder to ensure timely and correct delivery of their proposal/bid regardless of the chosen delivery method.

All Inquiries For Information Should Be Submitted in Writing and Be Directed To: Kathryn McNannay, Program Coordinator/Utilities by Fax at 434-970-3817 or email to mcnannay@charlottesville.gov

The exterior of the sealed envelope shall be plainly marked to identify: (i) the IFB number and project name, (ii) the name and address of the bidder, (iii) the bidder's licensed Virginia contractor number, (iv) the State Corporation Commission ID Number: and (v) the date, time and location on/at which bids are scheduled to be received by the City. If forwarded by mail (U.S. Postal Service, UPS, Fedex, etc.) the sealed envelope containing the bid must be enclosed in another envelope or shipping container addressed to the City at the post office address identified within the solicitation.

**TO RECEIVE A COMPLETE BID PACKAGE, PLEASE VISIT OUR
WEBPAGE AT WWW.CHARLOTTESVILLE.ORG/PURCHASING AND
CLICK ON BIDS AND PROPOSALS OR FAX (434) 970-3817**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I.	<p>CITY OF CHARLOTTESVILLE, VIRGINIA</p> <p><u>INSTRUCTIONS TO BIDDERS</u> for</p> <p>PROCUREMENT OF CONSTRUCTION AND</p> <p>RELATED SERVICES</p>
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The general instructions, rules and conditions which follow apply to procurement of construction and construction related services conducted by the City of Charlottesville, unless otherwise specified. Bidders are expected to inform themselves fully as to all applicable terms, conditions, instructions, requirements and specifications, before submitting bids. Failure to do so will be at the bidder’s own risk, and relief cannot be secured on the plea of error.

Subject to all laws, policies, resolutions and regulations of the Commonwealth of Virginia and the City of Charlottesville, and all applicable rules, regulations and limitations, if any, imposed by legislation of the Federal government, bids submitted in response to a solicitation issued by the City of Charlottesville will bind bidders to the conditions and requirements herein set forth, unless otherwise expressly specified in the solicitation.

"This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment."

SECTION 1: DEFINITIONS

- 1.1.** “Agency” means any department, agency, authority, commission, board or other unit in the administrative service of the City.
- 1.2.** “Bid” means the offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- 1.3.** “City” means the City of Charlottesville, Virginia and its agencies, officials, officers, employees, agents and designated representatives.
- 1.4.** “Contractor” shall have the same meaning as “successful bidder,” as set forth below.
- 1.5.** “Construction Documents” shall mean the plans, specifications, approved change orders, revisions, addenda and other information approved by the City, which set forth in detail the Work to be performed for a construction Project.
- 1.6.** “Goods” means all material, equipment, supplies, printing and automated data processing hardware and software.
- 1.7.** “Informality” means a minor defect or variation of a bid from the exact requirements of a solicitation, which does not affect the price, quality, quantity or delivery schedule for the goods or services being procured.
- 1.8.** “Invitation for Bids,” “Invitation to Bid,” and “IFB” shall each mean a competitive sealed bidding procurement process by which a request is made to prospective suppliers (bidders) for their quotation on goods or services desired by the City. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- 1.9.** “Issuing Authority” means the authorized representative of the department of the City who issued the solicitation.
- 1.10.** “Purchasing Agent” means the head of the City’s Purchasing Division, or a designated contact person acting for him or at his direction.

1.11. “Responsible Bidder” means a bidder having the capability in all respects to perform fully the contract requirements, and who has the moral and business integrity and reliability which will assure good faith performance of the contract sought to be procured, and who has been pre-qualified, if required.

1.12. “Responsive Bidder” means a bidder who has submitted a bid or proposal which conforms in all material respects to the IFB.

1.13. “Services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

1.14. “Solicitation” means the process of notifying prospective bidders that the City wishes to receive bids on a set of requirements to provide goods or services. The notification of City requirements may consist of public advertising, the mailing of an IFB, the public posting of notices, the conduct of small purchase procedures, and/or telephone calls or facsimiles to prospective bidders.

1.15. “State” means the Commonwealth of Virginia.

1.16. “Successful bidder” means the lowest responsive and responsible bidder to whom a contract is awarded as a result of a competitive sealed bidding procedure conducted by the City. The term “contract” and “general contractor,” as used herein, shall mean “successful bidder.”

SECTION 2: TERMS, CONDITIONS, INSTRUCTIONS APPLICABLE TO PROCUREMENT

2.1. Bid Forms.

A. Unless otherwise specified, forms provided by the City (including, without limitation: bid cover sheets, pricing schedules, etc.) shall be utilized by the bidder. All bids shall be submitted on forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope. All blanks must be filled in, and answers shall be printed in ink or typewritten. Should the bid prices and/or any other submissions on any copy of a submitted bid differ from those on the original, the ORIGINAL shall prevail.

B. Each bid must be submitted in a sealed envelope addressed to the City. The exterior of the sealed envelope shall be plainly marked to identify: (i) the IFB number and project name, (ii) the name and address of the bidder, (iii) the bidder’s licensed Virginia contractor number, (iv) the State Corporation Commission ID Number; and (v) the date, time and location on/at which bids are scheduled to be received by the City. If forwarded by mail (U.S. Postal Service, UPS, Fedex, etc.) the sealed envelope containing the bid must be enclosed in another envelope or shipping container addressed to the City at the post office address identified within the solicitation.

C. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

D. All contractors who perform any construction work for the City are subject to the provisions of the Virginia Code, Title 54.1, Chapter 11, and are required to be licensed as required therein. Each bidder shall, as part of its bid, provide the City with the following information: (i) whether the bidder is a resident or non-resident of the Commonwealth of Virginia; (ii) whether the bidder possesses all required licenses and certificates required by law for the work to be performed; and (iii) documentation of proper license or certification under the provisions of Title 54.1, Chapter 11 of the Virginia Code.

E. Each bidder is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder is required to submit a certification that its bid, or any claim resulting therefrom, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any bidder who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code §18.2-498.5.

2.2. Late Bids and Modifications of Bids.

A. Each bidder is solely responsible for delivering his bid to the correct location on or before the date and time on which bids are scheduled to be received by the City. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award. The time of receipt of a bid at the specified location is the time/date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.

B. Any bidder may withdraw or modify its bid, by a writing containing the original signature of the bidder, which writing must be received by the City's Purchasing Agent or Issuing Authority prior to the date and time set for submission of bids. Withdrawal or modification shall be delivered by one of the following means: (i) hand delivery by the bidder itself, a courier, or other delivery service; (ii) by mail (no consideration shall be given to any postmark); or (iii) by telegram or facsimile or e-mail received prior to the date and time set for submission of bids, followed by written confirmation containing the original signature of the bidder, where the City is able to determine that the written confirmation was or has been sent out by the bidder prior to the date and time set for submission of the bids, or (iv) by marking(s) on the exterior of the bid submission envelope, but only if the marking is dated and includes the original signature of the bidder. If written confirmation of a telegram or facsimile communication is not, in fact, received by the City within five days following the date and time set for submission of bids, no consideration will be given to the requested withdrawal or modification.

C. Written withdrawals or modifications of bids should not reveal the bid price contained in the previously submitted sealed bid, but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the bid will not be known to the City until the sealed bids are opened.

2.3. Errors in bids.

A. Each bidder must carefully examine all documents and plans (including, without limitation, specifications and drawings, and the form contract) made available by the City for inspection by potential bidders, prior to submission of a bid. In addition, each bidder, prior to submission of a bid, must use whatever means necessary to satisfy itself of the extent and requirements of the Project and of the actual conditions under which the Project is to be performed. Comprehensive or detailed information of existing Site conditions may not be included in the Contract Documents; therefore, prior to bid submission, the Contractor must visit and examine the Site. Submission of a bid shall be deemed evidence that the bidder has visited the Site of the Project, that the bidder has familiarized itself with existing conditions at the Site (including without limitation, areas for storage of materials and equipment), and that the bidder is satisfied that it can construct the Project, in accordance with the Construction Documents, for the price(s) specified within its bid. Contractors will not be allowed or provided additional compensation as relief from the consequences of an error in their bids, including, without limitation errors which are attributable to conditions or factors which could have been identified by thorough examination of the Site and the Contract documents (including, without limitation, boring reports and subsurface condition reports, if available) prior to submission of a bid.

B. A bidder for a construction contract, other than a contract for construction or maintenance of public highways, may withdraw a bid from consideration after bid opening if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, if the unintentional arithmetic error or unintentional omission clearly can be shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

C. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

D. The bidder shall give notice in writing to the purchasing agent of a claim of right to withdraw a bid, within two (2) business days after the conclusion of the opening of the bids and shall submit original work papers with such notice.

E. If the purchasing agent denies the withdrawal of the bid, he shall notify the bidder in writing, stating the reasons for the decision; in that event, the purchasing agent, or his designee, shall award the contract to the bidder at the bid price, provided such bidder is responsible and responsive.

F. If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid; however, no bid may be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5) percent.

2.4. Binding Effect.

A. Bids must be submitted and prepared in accordance with these Instructions to Bidders. It is the responsibility of each bidder to examine all documents and plans (including, without limitation, specifications and drawings, and the form contract) made available by the City for inspection by potential bidders, prior to submission of a bid. Unless otherwise specified by the solicitation, all bids and proposals submitted shall be binding for thirty (30) calendar days following receipt by the City, unless extended by mutual consent of all parties.

B. Each bid in excess of \$100,000 submitted in response to this IFB shall be accompanied by a bid bond in an amount equal to five percent (5%) of the total monetary amount of the bid (total base bid plus all additive bid items). The bid guarantee may be either (i) a certified or cashier's check made payable to "The City of Charlottesville, Virginia," or (ii) a bid bond made payable to "The City of Charlottesville, Virginia." The bid guarantee shall be for the purpose of promising and guaranteeing that the bidder will not withdraw its bid for a period of 30 days following bid opening. The proceeds of the bid guarantee shall be and remain the sole property of the City, as liquidated damages, should the successful bidder fail to execute a contract, proof of all required insurance and endorsements and all required payment and performance bonds within five days of the City's issuance of notice of award of the contract. In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond, or, if approved in advance by the city attorney, a bidder may furnish a personal bond, property bond, or a bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid bond.

C. The bid guarantees of all except the three lowest bidders will be returned within three (3) days after bid opening. The remaining bid guarantees will be returned as soon as the City has received a fully -executed contract, or within 75 days after bid opening, whichever occurs first.

D. An attorney-in-fact who executes a bid guarantee must file with the guarantee a certified and dated copy of the written power of attorney which authorizes them to act. Such power of attorney shall be filed with the Clerk of Court for the City of Charlottesville.

E. In lieu of a bid bond, a bidder may furnish a cashier's check or cash escrow in the face amount required for the bid bond. If approved by the city attorney, a bidder may furnish a personal bond, property bond or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid bond. Approval shall be granted only upon a determination by the city attorney that the alternative form of security proffered affords protection to the city equivalent to a corporate surety's bond.

2.5. Conditional Bids.

Conditional bids will be subject to rejection in whole or in part by the City.

2.6. Time for Opening Bids.

Bids received prior to the time designated for submission of bids, and (if different) opening of bids, shall be securely kept, unopened. The Purchasing Agent, or his designee, or the Issuing Authority, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to the Purchasing Agent or his designee, or the Issuing Authority, for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in a solicitation, telegraphic or facsimile bids/modifications of bids will not be considered.

Inclement Weather/Closure of City Offices: If the City of Charlottesville is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

2.7. Public Opening of Sealed Bids.

All bids will be opened at the time and place specified in the solicitation and bids will be read publicly and will remain available for public inspection in the office of the Purchasing Agent or his designee, or the Issuing Authority.

2.8. Public Inspection, Bids and Proposals.

A. Except as provided herein, or by applicable law, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

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

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

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

E. Trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the bidder (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid submission as being "confidential" shall not be sufficient to invoke the protections referenced above. The City will not be liable for any damages sustained by a bidder or offeror who fails to follow the procedures designated by Virginia Freedom of Information Act, the Virginia Public Procurement Act, and the Charlottesville City Code as being prerequisite to protection of trade secrets or proprietary information.

F. Tabulations of bids are a matter of public record and are available upon request.

2.9. Omissions and Discrepancies.

Any items or parts of any equipment listed in a solicitation which are not fully described, or which are omitted from the specifications, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including any drawings or specifications, he or she shall notify the Issuing Authority at least five (5) days prior to the date set for the opening of bids. If necessary the Issuing Authority will send a written addendum for clarification to all bidders. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

2.10. Bidder interested in more than one Bid.

If more than one bid or proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner or other persons, all such bids or proposals may be rejected. A person who has quoted prices on work, materials or supplies to a bidder or offeror is not thereby disqualified from quoting prices to other bidders or offerors submitting a bid.

2.11. Pricing. All prices submitted must be FOB Destination—Freight Prepaid and Allowed.

A. The Purchasing Agent or Issuing Authority shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding method of procurement. In submitting a bid or proposal, each bidder shall, by virtue of submitting a bid, be deemed to have warranted that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied warranty shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive sealed bidder, in advance of the opening of bids, of the terms or conditions of the bid submitted by a competitor shall render the entire proceedings void and shall require the re-advertisement for bids.

B. The Contractor shall pay all sales, consumer, use and other similar taxes for the Work (as defined in the “General Terms and Conditions for Construction Contracts”) provided by the Contractor which are legally enacted at the time bids are received. The City is exempt from the payment of federal and State taxes. Therefore, prices bid by the Contractor to the City must be net, exclusive of taxes. In other words, the City pays sales tax on goods and materials incorporated into the Work; however, the City does not pay sales tax on the value of the construction contract, or subcontracts.

C. Taxes to be paid by Contractor’s located in the City of Charlottesville shall include, but shall not be limited to, the Charlottesville City Business, Professional and Occupational License Tax (a gross receipt tax, or local license fee).

D. Where there is an error in the extension of any unit prices set forth within a Bid, the unit price shall govern.

2.12. Questions Concerning Contract Terms, Conditions, Specifications.

A. Any information or requests relative to interpretation or clarification of contract documents, terms or conditions, specifications, plans or drawings shall be requested of the Purchasing Agent or Issuing Authority, in writing, sufficiently prior to the date set for opening of bids to allow the Purchasing Agent or Issuing Authority to evaluate and respond to the information or request for interpretation. The request shall be made on a pre-bid question form, one request per form. Electronic submission is preferred. To be given consideration the request must be received more than five (5) working days prior to the date fixed for the submission of bids. Any material change will be submitted to all bidders through issuance of an addendum.

B. No inquiries received by the Purchasing Agent or Issuing Authority within five (5) working days of the date set for the opening of bids, will be given any consideration.

C. Any material interpretation, as determined by the Purchasing Agent or Issuing Authority, will be expressed in the form of an addendum to the specification, and will be sent to all prospective bidders. Oral answers given by any City official, employee or representative to any inquiry or request will not be binding upon the City.

D. The City shall not be responsible for ensuring any bidder’s actual receipt of any addendum. The failure of a bidder to receive any addendum issued by the City shall not relieve the bidder from any obligation under its bid as submitted.

2.13. Brand Name or Equal Items.

A. Unless otherwise provided in the IFB, the name of a certain brand, make or manufacturer referenced in an IFB does not necessarily restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted. It shall be the responsibility of the Bidder to obtain the City’s written determination that a proposed alternative brand, make or manufacturer is the equal of that specified in the IFB, considering quality, workmanship, economy of operation and suitability for the purpose intended.

B. Bidders must submit requests for substitutions in writing to the City, and they must be delivered so that they are received by the City no later than five (5) days prior to the date set for public opening of bids. Requests shall include all information necessary to determine if the proposed substitution is equal to a product, brand, make or manufacturer specified in the IFB or is an acceptable substitute therefor.

2.14. Formal Specifications.

When a solicitation contains a specification or other provision which allows no substitutes, no deviation from the specification will be permitted and the bidder will be required to furnish articles in conformity with that specification. The bidder shall abide by and comply with the true intent of the specifications and shall not take advantage of any unintentional error or omission. Whenever mention is made of any articles, materials or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, ASTM regulations, or similar expressions, the requirements of such laws, ordinances, etc., shall be construed as to the minimum requirements of the specifications.

2.15. Material Safety Data.

A material safety data sheet (MSDS) is required to be submitted to the City, for all chemicals proposed to be furnished in the performance of the services, or the provision of goods, which are the subject of this procurement transaction. The MSDS must list all ingredients which constitute more than one percent (1%) of any product, or more than one-tenth

percent (0.1%) for any known or suspected carcinogens. The MSDS must identify each product by its common or chemical name, provide physical and chemical characteristics of any hazardous materials or hazardous components, list any known acute or chronic health effects, specify exposure limits, and list any necessary or recommended precautionary measures and emergency and first aid procedures.

2.16. Award of Contract.

A. The City shall award the contract to the lowest responsive and responsible bidder(s) complying with all material provisions of the IFB, provided it is in the best interests of the City to do so. City reserves the right to make multiple awards.

B. Unless canceled or rejected, a responsive bid from the lowest responsible bidder in a competitive sealed bidding process shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, then the City may negotiate with the low bidder to obtain a contract price within available funds. If the City wishes to negotiate with the low bidder to obtain a contract price within available funds, negotiations shall be conducted in accordance with the procedures as described in City of Charlottesville Code of Ordinances, Sec. 22-6.

C. Written notice of award of a contract to the lowest responsive and responsible bidder will be provided by the City to the successful bidder. A written award letter which has been faxed, e-mailed, mailed or otherwise furnished to the successful bidder within ninety (90) days after bid opening, or such other time for acceptance specified within the solicitation, shall be deemed to result in a binding contract, and the successful bidder shall not refuse to execute the contract documents.

D. Public notice of award of the contract to the successful bidder shall be provided by the City, by posting of an e-notice on the City's Procurement Website.

2.17. Cancellation or Rejection.

The City may cancel or reject an invitation for bids, a request for proposals, any other solicitation, or any or all bids or proposals received in response thereto.

2.18. Waiver of Informalities.

The City may waive any informalities in bids, whenever, in the sole discretion of the City, such waiver is in the best interests of the City.

2.19. Determination of Responsibility.

No contract may be awarded to a bidder who is determined by the Purchasing Agent or Issuing Authority to be non-responsible. In determining the responsibility of a bidder or offeror, the following criteria will be considered:

- A. The ability, capacity or skill of the bidder to perform the contract or provide the services required;
- B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- D. The quality of performance on previous contracts or services;
- E. The previous and existing compliance by a bidder with laws and ordinances relating to the contract or service;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- G. The quality, availability, and adaptability of the goods or services to the particular use required;
- H. The number and scope of any conditions attached to the bid;
- I. Whether the bidder is in arrears to the City on a debt or contract or is in default on a surety to the City, and whether the bidder's City taxes or assessments are delinquent;

J. Such other information as may be secured by the Purchasing Agent or Issuing Authority, having a bearing on the decision to award the contract.

**Upon request by the City, it shall be the responsibility of each bidder to ensure that the bid submitted contains information sufficient to enable the City to evaluate each of the above-referenced criteria.

2.20. Equal Opportunity.

It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in the City's procurement activities. Toward this end, the City encourages these firms to compete and encourages bidders to provide for the participation of small businesses, and businesses owned by women and minorities, through partnership, joint ventures, subcontracts or other contractual opportunities. Bidders are asked, as part of their submission, to describe any planned use of such businesses with respect to the performance of the construction services which are the subject of this contract.

2.21 Contractor's Form/Boilerplate Contracts.

All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's bid. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this Invitation for Bids, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.

II.	SCOPE OF SERVICES
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Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices of actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. This contract is to be construed strictly as a Unit-Price Contract for actual quantities used/installed as directed by the City.

All work performed hereunder shall be subject to the following specifications and the Contractor agrees to abide by the same in the performance of its work. These specifications shall be in addition to and not in lieu of the highest standards pertaining in the gas distribution system industry as well as all federal, state and local laws, codes, regulations and ordinances applicable to the work. The Contractor is to furnish all labor, material and equipment for construction of during the contract term.

The scope of the work includes but is not limited to the installation of natural gas mains and services. Estimates of approximately 12,000 feet of natural gas main line and 10,000 feet of natural gas services lines may be installed. Additionally, the contractor(s) shall provide services for remediation of any residential gas meter Abnormal Operating Conditions (AOCs) found including, but not limited to, the relocation of natural gas risers up to 10', replacement of riser, regulator, riser valve, meter, meter bar, customer valve and any required customer owned piping, and bollard installations.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

Scope of Service:

The intent of the contract is to provide the construction and completion in every detail of the work for gas main/service installation and AOC/Bollard Installation per below.

Pickup, delivery, and storage of City furnished piping material to the work site.
Protection of coated pipe.
All trenching and blasting where necessary.
Maintenance of all ditch lines until final paving is complete.
Maintenance of any sidewalk that has been removed as part of the work
Placement of all pipe and fusing of P.E. pipe.
Installation of tracer wire with P.E. pipe and marking tape with all pipe.
Cleaning, priming, and wrapping of steel pipe.
Testing the installed pipe.
Backfilling and compaction of the trench.
Restoration of the work area in a timely manner.
Maintaining safe conditions on the work site.
Tying in completed mains.
Scheduling installations of mains and services.
Responsible for finding a dumpsite and the disposal of any spoils and unsuitable material.
Scheduling installations of services only.

CONTRACTOR'S PERSONNEL:

The contractor shall be required to have sufficient and qualified personnel to perform all phases of work. The contractor shall be capable, with instructions or specifications which may be furnished by the City, of competently making any installation which the contractor may be called on to perform under this contract, without further assistance from the City.

All personnel while on-site are required to wear apparel which shall prominently display the construction company name. Should the City deem any employee unqualified for his assigned duties, the contractor shall re-assign him. Should any employee be deemed incompetent, negligent or for any cause unfit for his duties by the engineer in charge or his agent, the contractor shall dismiss him from any work negotiated under this contract.

CONTRACTOR'S EQUIPMENT:

Consistent failure of equipment will result in project being shut down and contractor being replaced if deemed necessary by the City. All of the contractor's on-site equipment shall bear the name of the construction company. The City shall determine if the name is appropriately displayed on the equipment. All equipment shall be secured and all vehicles locked at the end of each shift. Consistent failure of equipment will result in project being shut down and contractor being replaced if deemed necessary by the City.

TRAFFIC CONTROL:

Work may be required at congested traffic intersections, it is imperative that the contractor's personnel be sufficiently experienced to perform work in an expeditious manner and with a minimum of interference with traffic. Temporary traffic control plans should be prepared by persons knowledgeable (trained and/ or certified) about fundamental principles of temporary traffic control plans and work activities to be performed. State certified flag persons must be used to control traffic in accordance with the Virginia Work Area Protection Manual. Contractors or sub-contractor must be properly trained to setup traffic control within VDOT right of way. Contractor shall make every effort to have all work locations completed by each Friday afternoon, or shall make temporary arrangements for pedestrian use over the weekend. These efforts are to be approved by the City Engineer.

OPERATOR QUALIFICATION PLAN

Each Bidder submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form furnished with these Contract Documents, attached as ATTACHMENT F, to the effect that Contractor has in place (at the time of bid submittal) an Operator Qualification Plan that complies with the requirements of the Department of Transportation's Pipeline Safety Regulations 49 CFR Part 192, Subpart N. Also, that all employees of the Contractor working in the City of Charlottesville must be qualified under the MEA (Midwest Energy Association) qualification program using two or more evaluation methods at the time of bid submittal. In order to ensure compliance, the City will request a copy of the contractor's Operator Qualification Plan and will request a copy of the Contractor's qualification records on an annual basis. Failure to comply with the Department of Transportation's Part 192, Subpart N Regulations and the City of Charlottesville requirements shall be considered a non-responsive bid or a default of contract that may result in termination of the Contract. The City reserves the right to recover from the Contractor any fines that may be assessed to the City by DOT as the result of Contractor's failure to comply with Part 192, Subpart N.

SUPERVISION:

By Contractor. The Contractor shall provide adequate supervision over the work and shall keep on each crew a competent person, as defined by OSHA Regulation 29 C.F.R., Part 1926, who has experience with live gas and is acceptable to the City. Contractor shall have a full-time superintendent to monitor crew(s). Whenever the Contractor has two or more crews working in Charlottesville, the Supervisor must be able to respond within one hour. This person may not also act as foreman or operator.

By City. The City may assign as its representative, one or more inspectors to represent and act for the City in connection with the work performed under this contract.

PUBLIC RELATIONS:

Maintenance of good relations with the general public, owners and tenants of private property both abutting the work or on private easements, the representatives of Albemarle County and the Virginia Department of Transportation and other utility companies is of paramount concern to the City. The Contractor must do everything in its power to maintain these good relations. This includes but is not limited to:

- advance notice of work to adjacent owners and tenants;
- maintenance of a clean work area;
- prompt restoration of disturbed work areas;
- compliance with Virginia Department of Transportation permit conditions; and
- protection of other utilities.

WARRANTY:

The contractor shall guarantee his work for a period of one (1) year from completion date of each task order released against this contract.

WORK HOURS:

Regular work hours are 7:00 a.m. to 4:00 p.m. The regular workweek is Monday through Friday the Contractor shall not work on any observed City holiday without prior approval of the City. City holidays include but not limited to:

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|--|
| New Year’s Day
Martin Luther King, Jr. Day
Presidents Day
Liberation Day
Memorial Day |
| Juneteenth
Independence Day
Labor Day
Veteran’s Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day |

If the Contractor desires to work outside the regular hours or on holidays, it shall notify the Gas Utility Engineer or Utilities Operations Manager sufficiently in advance to allow arrangements to be made for proper inspection; provided, however, no work shall be performed on Sunday. Work day shall not extend beyond sunset. The City, at its sole discretion, may change the work week from five eight hour days (plus overtime) to four ten hour days (plus overtime) during the months of June through August.

PERMITS AND EASEMENTS:

Upon request, the City shall provide the Contractor with copies of Virginia Department of Transportation Permits in effect and on file with the City, and copies of such permits shall be kept by the Gas Line Inspector at the job site.

Absent written agreement to the contrary, the Contractor shall have the responsibility to obtain all additional permits necessary to perform the work. This includes street cut permits (Street Cut Administrator @ 434.970.3361), sidewalk/street closure permits and traffic control permits (Traffic Engineering @ 434.970.3182) when working on city streets. Each permit shall be approved by the Gas Utility Engineer before any work is done pursuant to the permit. The City shall cooperate with Contractor to assist in obtaining all necessary permits pursuant to Charlottesville City Code Section 28-51. Please refer to the attachment Pedestrian Accessibility in the Public Way During Construction.

The City shall obtain all necessary easements in advance of any work on private property and shall inform the Contractor that the same have been obtained. Contractor shall comply with all covenants and requirements contained in any deed of easement, or other evidence of easement, for work on private property.

Any delay that causes the City to renew a VDOT permit will be at the expense of the contractor.

MATERIALS FURNISHED BY THE CITY, INSPECTION BY CONTRACTOR:

The City shall furnish all pipe, valves, flanges, fittings, coating materials, wrapping materials, and such additional piping materials for installation as necessary to perform the work described herein. Pipe furnished hereunder shall be either steel pipe in random or double random lengths, with ends beveled for welding, or plastic pipes in coils or stick lengths. All material furnished by the City shall be inspected and checked for

quantity and condition by the Contractor upon receipt thereof. The Contractor shall be responsible for all material following receipt thereof, including responsibility for loss, theft, damage, and defect discoverable by reasonable inspection, and shall replace same as necessary without cost to the City. The Contractor's crew must report to the Gas Line Inspector the quantity of all material taken before leaving the City Yard, 305 4th Street, N.W. and/or the Public Works/ Utilities Center, Avon St. Ext. The title to all materials furnished hereunder shall at all times pertinent hereto remain with the City. All materials not used by the Contractor shall be returned to the City Yard at the conclusion of the work. The quantity of this unused material must also be reported to the Gas Line Inspector.

Before work begins on each project, Contractor shall send truck(s) to City warehouse to meet Gas Line Inspector. All piping materials needed for that project will be checked out at that time by Gas Line Inspector and placed in Contractor's possession. In the event additional piping materials are needed, the Contractor's Superintendent shall submit a request for additional materials to the Gas Line Inspector. No additional piping material will be provided to the Contractor without prior written authorization by the Gas Line Inspector.

ITEMS FURNISHED BY CONTRACTOR:

Contractor shall furnish all labor, tools, trucks, equipment, and all other necessary items and material as necessary for the installation of piping material furnished by the City under the provisions of the preceding paragraph. The Contractor shall also provide crew to crew and crew to Contractor Superintendent communication capability at the Contractor's expense.

SUBCONTRACTOR:

No portion of the work may be sublet to subcontractors without the prior written permission of the City. If the Contractor intends to sublet any portion of the work to subcontractors, he shall notify the Gas Utility Engineer or Utilities Operations Manager, in writing, setting forth the work to be sublet, the names and addresses of all subcontractors, and the estimated cost to the Contractor and the City, if any, of all sublet work. All subcontracts and purchase orders of more than \$10,000 shall provide that the subcontractor must furnish a performance bond providing that the subcontractor shall be bound unto the Contractor and the City for performance of the subcontract and the City shall be furnished with a copy of the agreement between the Contractor and any subcontractor.

SAFETY:

The Contractor agrees to perform all work in a safe and careful manner, to furnish and use and require its employees to use safety devices and equipment as necessary, and to comply with all laws, rules, codes and regulations applicable to the safe performance of the work. The Contractor's employees shall be required to wear safety vests or orange shirts (orange shirts cannot be substituted for safety vests at night or when they are not allowed by City or Virginia Law) and hard hats while in construction areas. The Contractor shall provide traffic control signs, signals, flashing lights, guards, plates, enclosures, barricades and notices, including all special design signs as may be required by the City or the Virginia Department of Transportation, as necessary to protect both its employees, the City's employees, and the public at large against damage to property and bodily injury or death. Truck mounted crash cushions, if needed, shall be negotiated on an individual basis. The Contractor shall comply with the Virginia Department of Transportation Flagging Certification Program. The contractor shall also comply with OSHA Regulation 29 CFR, Part 1926, Subpart P – Excavations. The contractor may be required to include two (2) Safety Stand-down Days of eight (8) hours each per year at the City's request and at no charge to the City. Each Safety Stand-down Day is to include all persons who may work under this contract for a full 8 hours of training on each day. Each day will include safety related training by either City staff, State Corporation Commission Staff, or others. As part of a safe plan of work, the City requires the following from contractor(s):

UTILITY PROTECTION PLAN

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work included in this section includes the development of a Utility Protection Plan (UPP) by the Contractor for the protection of in-service utilities and the safety of the public, construction personnel, inspectors and the Owner's representatives during the course of the work.

1.02 UPP SUBMITTAL

A. The UPP shall be submitted to the Owner fourteen (14) days prior to the start of any construction on the project.

1.03 UPP MINIMUM REQUIREMENTS

A. The UPP shall detail a step-by-step process for addressing utility protection from the initial call to the Virginia “Miss Utility” call-in center to obtain a ticket through final backfill.

B. The UPP shall include the list of training each employee will receive prior to working on the project. At a minimum, each employee shall be required to receive, and shall attest to the following training:

- 1. UPP Policy
- 2. Personal Protective Equipment
- 3. Basic Work Zone Safety Training
- 4. Flagger Certification

At least one (1) Construction Manager responsible for the on-site crews shall pass the computer based training and testing administered through the VA 811 website. Employee training records shall be provided to the Owner for each employee working on the project. The record shall include the date on which the training of each topic occurred, the employee’s signature attesting to taking the training, and their supervisor’s signature confirming the employee’s attendance at the training.

C. The UPP shall include the frequency of in-office and jobsite safety training meetings.

D. The UPP shall include a Pothole Manifest Form which shall be completed for each utility crossing the proposed pipeline. The Pothole Manifest Form shall include:

- 1. Name of Utility (i.e. water, sewer, gas, storm water, etc.)
- 2. Location (Station)
- 3. Utility Diameter
- 4. Utility Depth
- 5. Utility Pipe Material (steel, cast iron, ductile iron, PVC, concrete, etc.)
- 6. Date
- 7. V811 “Miss Utility” Ticket Number

E. The UPP shall include a Corrective Action Report Form which shall be completed each time a violation of the “Miss Utility” Law occurs. The form shall be submitted to the Owner within 24 hours of the occurrence. The Corrective Action Report Form shall include the following information:

- 1. Occurrence Date
- 2. Location
- 3. Occurrence
- 4. Recommended Corrective Action
- 5. Name of Site Supervisor
- 6. On-site Crew Members

The Owner has the right to require additional corrective action to further protect existing utilities and public safety and/or to modify the UPP requirements as listed herein.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 UTILITY MARKINGS

A. The entire jobsite crew shall be required to check the utility markings to be encountered during that day’s construction with the Pothole Manifest Forms

PROTECTION AND REPAIR OF PROPERTY (PRIVATE AND PUBLIC):

Contractor shall use all due care and diligence to avoid damage to existing utilities and property, including but not limited to buildings, pipes, conduits, sewers, water lines, gas lines, electric lines, communication lines , meters, manholes, and hand holes. Contractor shall promptly replace or properly repair as necessary any such damages to property or private utilities at Contractors’ expense. Contractor shall inform Miss Utility of the date and location of any excavation work, drilling, or digging in advance thereof to avoid damages to existing underground utilities. Contractor shall use a “Hole Hog” at the Contractor risk. Contractor shall properly repair or replace, at Contractors’ expense, damaged marked or unmarked private utilities or facilities including, but not limited to, water lines, sewer lines, sprinkler systems, and invisible fencing.

SCHEDULING INSTALLATIONS OF MAINS AND SERVICES

After receiving the appropriate work order (i.e. service application, gas easement, VDOT highway permit, etc.) from the City, the Contractor shall be responsible to schedule and install all mains and services to meet the scheduling requirements of the City and/or the responsible site coordinator (i.e. builder, construction forman, superintendent, etc.). The Contractor shall have a published cellular telephone with voice mail for daily contact with the City and/or the responsible site coordinator (i.e. builder, construction foreman, superintendent, etc.). The Contractor shall submit to the City a written weekly schedule of work by Friday (or last normal work day) of the preceding work week.

COMPLETION DATES:

Time is of the essence for this Contract. The completion dates stated in the Contract are absolute deadlines, which may only be extended by the City in accordance with the provisions of the Contract.

PROTECTION OF WORK AND WORK SITE:

Contractor shall use all due care and diligence, and shall furnish material and equipment as necessary to protect all work performed against all loss or damage until such time as the work is accepted by the City. The Contractor must provide for the safe maintenance of the work for after hours and weekends (barricades, lights, trench settlement).

Any such loss or damage resulting from the Contractor's failure to use due care and diligence hereunder shall be repaired or replaced by the Contractor in a manner satisfactory to the City at the Contractor's expense.

Contractor shall designate a person to be available, by phone or pager, after hours, weekends and holidays to handle complaints regarding the above, and shall identify that person for the City.

All Contractors are required to comply with any/all American with Disability Act Requirements during the term of this contract, and for all projects-from start to finish. These include any local, state and federal laws and regulations both in effect now and any that may be required in the future, during the term of this contract. Exhibit "A" explains and illustrates examples of what is correct and not correct for sidewalk closures/access; this is for "example" purposes only and in no way is a complete or exhaustive list of contractor obligations to meet the ADA requirements that may be necessary during the term of this contract.

CLEAN-UP:

Contractor shall keep all job sites clean and orderly insofar as is reasonable for the type of work performed, and shall leave all job sites clear and clean of equipment, materials, and debris at the conclusion of the work, to the satisfaction of the City. The Contractor shall sweep the street after backfill to the satisfaction of the City Inspector. The Contractor shall promptly repair all road, street, or sidewalk pavement disturbed during the work.

COMPLAINTS:

All complaints received from persons and property owners of any nature whatsoever, including complaints for property damage, bodily injury and death, shall be reported to the Gas Utility Engineer or Utilities Operations Manager immediately. Complaints that require action by the contractor shall be completed within 48 hours of notice from the Gas Utility Engineer or his representative.

STORAGE OF EXPLOSIVES, BLASTING:

The storage of explosives shall be in accordance with the provisions of the Charlottesville City Code, Section - 11-10 and Article 26 of the Virginia Statewide Fire Prevention Code, 1987 edition, which is enforced locally.

- o The use of ammonium nitrate for blasting is prohibited.
- o The Office of the Chief of Police shall be advised in advance of any use of explosives in the City.
- o The Office of the Fire Marshall shall be advised in advance of any use of explosives in Albemarle County.
- o Explosives may be used only by persons experienced in their use and such use shall be in accordance with pertinent local, state and federal regulations.

EXISTING UTILITIES:

There are or may be other utilities located within the project. It is the responsibility of the Contractor to become aware of the locations of all underground utilities. The Contractor shall notify Miss Utility at least forty-eight (48) hours prior to construction to allow the utility companies to mark and locate buried utilities. It shall be the responsibility of the Contractor to protect these utilities and to replace or repair any damage occurring during construction at the Contractor's expense. Contractor will keep an inventory of acceptable repair items to enable a timely repair of any water utilities that may be disrupted by the work. The Gas Utility Engineer or Utilities Operations Manager will determine liability for any damage to utilities that occurs during the work. "Hole Hog" method of installing gas pipe (main or service) will be permissible only after determining the location of all utilities, including sanitary sewer mains or laterals and underground sprinkler systems in the area. If there is any possibility of a conflict, an excavation over the utility will be required to assure its protection from the "Hole Hog".

If the sewer utility cannot be located, the gas main or service will be installed using an open ditch method (i.e., backhoe, trencher). Open ditch lines will be checked prior to backfilling for signs of damage to sewer or other utilities.

OSHA STANDARDS:

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

BONDS:

A. Bid Bond: See Attachment A, Instructions to Bidders, Section 2.4 Binding Effect.

B. Performance and Payment Bonds:

Within ten (10) calendar days after Notice of Award the successful Bidder shall deliver performance and payment bonds, in the entire dollar amount of the bid for the contract year. For all future contract terms the contractor will be required to provide a yearly bond for the entire amount of the contract for that renewal year. The City will be provided documentation of renewal of the original bond prior to the beginning of each new contract renewal period. No contract shall be binding upon the City until such an acceptable performance and payment bonds shall have been given.

Release of Performance and Payment Bonds: In the event that the contract term expires, and a contract renewal period has not been executed, the City will release the bonds when all task orders issued against the contract are considered fully performed by the contractor. A final inspection will be made by the City Engineering Office prior to the task orders being accepted. The City will notify the contractor in writing of the final acceptance and release of the bonds.

III.	GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS
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	DEFINITIONS
ARTICLE 1:	THE CONTRACT DOCUMENTS
ARTICLE 2:	GENERAL CONTRACTOR'S REVIEWS AND EVALUATIONS
ARTICLE 3:	GENERAL CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES
ARTICLE 4:	GENERAL CONTRACTOR'S PERSONNEL, SUBCONTRACTORS, AND SUPPLIERS
ARTICLE 5:	GOODS, PRODUCTS AND MATERIALS
ARTICLE 6:	DOCUMENTS AND INFORMATION
ARTICLE 7:	SUBMITTALS
ARTICLE 8:	GENERAL CONTRACTOR'S INSPECTION OF AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK
ARTICLE 9:	CHANGE ORDERS AND CHANGES TO THE WORK
ARTICLE 10:	FINANCIAL CLAIMS AND LIENS
ARTICLE 11:	CITY'S CONSULTANT(S), PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION
ARTICLE 12:	INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT
ARTICLE 13:	GENERAL CONTRACTOR'S WARRANTIES AND GUARANTEES
ARTICLE 14:	CITY'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES
ARTICLE 15:	GENERAL CONTRACTOR'S COMPENSATION
ARTICLE 16:	SCHEDULE REQUIREMENTS
ARTICLE 17:	LIQUIDATED DAMAGES
ARTICLE 18:	CONCEALED AND UNFORESEEN CONDITIONS
ARTICLE 19:	GENERAL CONTRACTOR'S RECORDS
ARTICLE 20:	PROPRIETARY DOCUMENTS AND CONFIDENTIALITY
ARTICLE 21:	GENERAL INSURANCE REQUIREMENTS
ARTICLE 22:	GENERAL BOND REQUIREMENTS
ARTICLE 23:	CITY'S RIGHT TO STOP WORK
ARTICLE 24:	TERMINATION OR SUSPENSION OF CONTRACT FOR CONSTRUCTION
ARTICLE 25:	APPLICABLE LAW AND DISPUTE RESOLUTION
ARTICLE 26:	DAMAGES AND REMEDIES
ARTICLE 27:	ADA COMPLIANCE AND NON-VISUAL ACCESS TO DOCUMENTS

DEFINITIONS AND INSTRUCTIONS FOR INTERPRETATION

When one of the following words, terms or phrases is used in this contract, it shall be interpreted or construed first, as defined below; second, according to its generally-accepted meaning in the construction industry; and third, according to its common and customary usage.

Builder: The General Contractor to whom a Contract for Construction has been awarded by the City.

Change Order: A document issued on or after the effective date of the Contract for Construction, which is agreed to by the Contractor and approved by the City and the Professional, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. A change order, once signed by all parties required to sign it, is incorporated into and becomes a part of the Contract.

Change Directive: A construction change directive is a written order signed by the City and the Professional, directing a change in the work prior to agreement on adjustment (if any) in the contract price or contract time, or both.

City: The City of Charlottesville, Virginia, including all its officers, officials, agencies, departments, divisions, and all of the employees and agents thereof.

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

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

Construction Documents: Plans, specifications, approved change orders, revisions, and addenda, and other information approved by the City, which set forth in detail the Work to be performed for this Construction Project.

Contract Documents: The documents identified in the City’s Fixed Price Construction Contract.

Contract Price: The dollar amount for which the Builder agrees to perform the Work which is the subject of the Contract For Construction.

Contract Specifications : The written requirements for materials, equipment, systems, standards and workmanship for the Work and for performance of related services.

Contractor. An alternative way of referring to the General Contractor, the person with whom the City has entered into the Contract for Construction.

Defective: An adjective which, when modifying the word “work” refers to work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents, or which does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior to the Professional’s recommendation of final payment, excluding any damage caused by the Owner or a third party whose actions are not subject to the General Contractor’s control.

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

Field Order: A written order issued by the Professional which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the Contract Price, the time for Substantial Completion or the date of Final Completion.

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

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

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

Final Completion: The stage of construction when the Work has been completed in accordance with the Contract for Construction and the City has received all documents and items necessary for closeout of the Work.

General Contractor: Also referred to within the Contract for Construction as the "Contractor," this is the person with whom the City has entered into the Contract for Construction.

Hazardous Substances: The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include : (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

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

Occupancy, partial: Partial occupancy or use occurs when the City occupies or uses any completed or partially completed portion of the work, at a stage when such portion is designated by a separate agreement between the City and the General Contractor, in accordance with Section 12.2 of these General Terms and Conditions.

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

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

Product Data: Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the General Contractor, or a subcontractor, manufacturer, supplier or distributor, to illustrate materials or equipment for some portion of the Work.

Professional: An individual or entity, including but not limited to an architect, engineer, geo -technical engineer or consultant, land surveyor, landscape architect, or other professional engaged directly by the City to provide design, engineering, testing or other services in relation to the Project.

Project: The planned construction undertaking which is the subject of this Contract for Construction.

Project Manual: A volume assembled for the Work, which may include the bidding requirements, sample forms, documents, etc.

Related Party: Any affiliated entities of the City of Charlottesville (including, without limitation, agencies, departments, divisions or commissions of the City of Charlottesville) and their respective officers, officials, office holders, and employees.

Samples: Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings: Drawings, diagrams, schedules and other data specially prepared for the Work by the General Contractor or a subcontractor, manufacturer, supplier or distributor, to illustrate some portion of the Work.

Site: The geographical location where the Project is to be constructed, and where the Work by the General Contractor is to be performed.

Specifications: That part of the Project Manual/Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in detail and provide information for a Building Official to determine code compliance and for the Contractor to perform the Work.

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

Submittals: Documents prepared by the General Contractor or a subcontractor, manufacturer, supplier or distributor, consisting of: Shop, fabrication, setting or installation drawings, diagrams, illustrations, schedules, samples, brochures, performance charts, instructions, diagrams, or other, similar data or items. The purpose of submittals is to demonstrate conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the City can occupy or use the Work for its intended purpose(s).

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

Total Project Construction Cost: The total cost to the City to complete construction of the Project, including, without limitation, the Work, the cost of utilities , the cost of fees for permits and licenses required to be obtained by the General Contractor, and modifications necessitated by local conditions.

Work: The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the General Contractor to fulfill the General Contractor’s obligations.

In construing this Construction Contract, the parties hereto agree that the following standards and directives shall apply:

Computation of Time: When the Contract requires any notice to be given, or an act to be done, a certain time before a specified event or deadline, then there must be that time, exclusive of the day for such specified event or deadline, but the day on which the notice is given or an act done shall be counted as part of the time. When the Contract requires any notice to be given, or an act to be done, within a certain time after a specified event or deadline, then that time shall be allowed in addition to the day on which the specified event or deadline occurred. When the last day fixed by this Contract for the commencement of any action, or the giving of any notice, falls on a Saturday, Sunday, legal holiday, or any day on which Charlottesville City Hall is closed, then the notice or act may be given on the next day that is not a Saturday, Sunday, legal holiday, or other day on which Charlottesville City Hall is closed.

Day: Unless otherwise specified, the word “*day*” shall be construed to mean a calendar day.

Headlines. The headlines of the several articles, sections and paragraphs of this Contract are intended as mere catchwords to indicate the contents of the articles, sections or paragraphs, and such headlines shall not be deemed or construed as titles of such articles, sections or paragraphs, or as any part thereof, nor, unless otherwise expressly provided by the Contract, shall any headlines be so deemed or construed following any amendment or modification of a particular article, section or paragraph.

Month. Unless otherwise expressed, the word “*month*” shall be construed to mean a calendar month.

Severability. In the event that any provisions of this Contract, or the application of any requirements stated herein to any person or circumstances, are determined invalid by a court of competent jurisdiction, such judicial determination shall not affect the validity of other provisions or requirements of this Contract which can be given effect without the invalid provisions or applications.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 **Additional Sets Of Documents:** Any additional copies of Construction Documents required by the General Contractor for execution of its scope of the Work (beyond the number of copies specified in this Construction Contract) shall be made by the General Contractor at its cost and expense.

- 1.2 **Return Of Documents To City:** Upon request, the General Contractor shall return to the City all copies of Construction Documents, including reproducible sets, if any, furnished to the General Contractor, upon final acceptance of the Work or termination of this Contract For Construction, whichever occurs first. Otherwise, the General Contractor shall retain records of this Construction Contract as required by Article 15.
- 1.3 **Electronic Media:** The General Contractor may request that the Construction Documents be furnished to it on electronic media. To the extent that such documents are available on electronic media, the General Contractor will be furnished one (1) set of the requested information on electronic media. Any additional electronic copies of Construction Documents shall be made by the General Contractor at the General Contractor's cost and expense. The General Contractor shall return one copy of electronic Construction Documents to the City upon final acceptance of the Work or termination of the Contract For Construction, whichever occurs first, and shall destroy all remaining electronic copies of the documents within its possession.
- 1.4 **Minimum Requirements:** Requirements established by the Construction Documents shall be considered as the minimum which will be accepted.
- 1.5 **City Disclaimer Of Warranty:** The City has requested that the Professional(s) prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work. However, the City makes no representation or warranty, of any nature whatsoever, to the General Contractor concerning such documents. The General Contractor hereby acknowledges and represents that it has not, does not, and will not rely upon any representations or warranties by the City concerning such documents, as no such representations or warranties have been or are hereby made.
- 1.6 **Conflicts In Documents:** In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract For Construction, the following shall control:
- 1.6.1 As between figures given on plans and scaled measurements, the figures shall govern;
 - 1.6.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;
 - 1.6.3 As between plans and specifications, the requirements of the specifications shall govern;
 - 1.6.4 As between the General Conditions of the Construction Contract and the plans or specifications, the General Conditions shall govern;
 - 1.6.5 As between the Construction Contract Form and the General Conditions of the Construction Contract, the Contract Form shall govern.
 - 1.6.6 As between the Supplemental Conditions and any General Conditions or the Contract Form, the Supplemental Conditions shall govern.
- 1.7 **Shop Drawings And Submittals :** Shop drawings and other submittals from the General Contractor or its subcontractors and suppliers do not constitute a part of this Contract. The General Contractor shall not perform any Work requiring shop drawings or other submittals unless such shall have been approved in writing by the Professional. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents; however, approval by the Professional or the City shall not be evidence that Work installed or performed pursuant thereto conforms with the requirements of this Contract. Neither the City nor the Professional shall have any duty to review partial submittals or incomplete submittals. The General Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The General Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the City or the Professional. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the General Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, or that it will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- 1.8 **Contract Changes:** The General Contractor understands and agrees that the Contract For Construction cannot be changed except as expressly provided by the Contract Documents. No act, omission or course of dealing by the parties shall alter the requirement that modifications of this Contract For Construction can be accomplished only by written documents signed by the parties.
- 1.9 **On-Site Documents.** The General Contractor shall keep an updated copy of this Contract for Construction at the Site. Additionally, the Contractor shall keep copies of all approved shop drawings and other submittals at the Site.

ARTICLE 2 GENERAL CONTRACTOR'S REVIEWS AND EVALUATIONS

- 2.1 **Sufficiency of Construction Documents:** Prior to submission of its Bid, but in all events prior to signing this Contract For Construction, the General Contractor has received and carefully reviewed and evaluated the Construction Documents and agrees that the Construction Documents are complete and sufficient for bidding, negotiating, costing, pricing and construction of the Project.
- 2.1.1 The General Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during the performance of its services and shall immediately notify the City and the Professional(s) about any (i) problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or among the Construction Documents; and, (ii) variances it discovers between the Construction Documents and any applicable laws, statutes, building codes, rules and regulations.
- 2.1.2 If the General Contractor performs any Work which it knows or should have known involves: (i) a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Professional(s) and prior to receiving written authorization from the appropriate Professional(s) to proceed, the General Contractor shall be responsible for the consequences of such performance.
- 2.2 **Sufficiency Of Site Conditions:** Prior to submission of its Bid, but in all events prior to signing this Contract For Construction, the General Contractor certifies that it has:
- (i) visited the Site and become familiar with local conditions under which the Project is to be constructed and operated; and,
 - (ii) reviewed and familiarized itself with the Site survey and any existing structures on the Site, and gathered all other information necessary for a full understanding of its obligations under this Contract.
- 2.3. In addition, if the Scope of the Work involves modifications to or remodeling of an existing structure(s) or other man-made feature(s) on the Site, the General Contractor certifies that it has:
- (i) reviewed all available as-built and record drawings, plans and specifications; and,
 - (ii) thoroughly inspected the structure(s) and man-made feature(s) to be modified or remodeled prior to submission of its Bid, but in all events prior to signing this Contract For Construction.
- 2.4. Claims against the City or Related Parties resulting from the General Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived by the General Contractor.
- 2.5. The General Contractor shall commence performance of its obligations under this Contract for Construction, upon receipt of a written notice to proceed issued by the City.

ARTICLE 3 GENERAL CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

- 3.1 **Performance Of Work:** The General Contractor shall supervise and complete its obligations under this Contract For Construction, using its best skill and attention. The General Contractor shall furnish management, supervision, coordination, labor and services which (i) expeditiously, economically and properly complete its scope of the Work; (ii) comply with the requirements of this Contract For Construction; and, (iii) are performed in a workmanlike manner and in accordance with the standards currently practiced by persons and entities performing

or providing comparable management, supervision, labor and services on projects of similar size, complexity and cost.

- 3.1.1 The General Contractor shall not damage, endanger, compromise or destroy any part of the Work or the Site, including by way of example, and without limitation: work being performed by others on the Site, monuments, stakes, bench marks and other survey points, utility services, and existing features, improvements or structures on the Site. Should the General Contractor damage, compromise or destroy any part of the Project or the Site, the General Contractor shall be fully and exclusively responsible for and bear all costs associated therewith.
- 3.1.2 All services rendered by the General Contractor shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered.
- 3.1.3 The General Contractor shall, in the performance of its obligations under this Contract for Construction, cooperate and communicate with the City and all other persons or entities working for or with the City, as necessary for satisfactory and timely completion of the Project.
- 3.1.4 The General Contractor understands and acknowledges that the Scope of Work referred to in this Contract for Construction may be only part of the Project and that the Project may include the construction of other structures or other construction activities on the same Site. The General Contractor shall conduct all its activities so as not to interfere with the construction of, or other construction activities on the Site.
- 3.1.5. The General Contractor shall conduct all its activities so as not to interfere with ongoing business and other activities at the site. The General Contractor shall perform construction services and conduct all activities only in such locations and in such manner as specifically contemplated by the Construction Documents.
- 3.1.6 The General Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique, of whatever kind, and shall pay all royalties and license fees associated therewith. The General Contractor shall hold the City, its officers, agents and employees, harmless from and against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of this Contract for Construction, including its use by the City; unless such invention, process, technique, article or appliance is specifically named by the City in the specifications or plans as being acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the General Contractor has or acquires information that the same is covered by letters of patent, making it necessary to secure the permission of the patentee, or other, for the use of the same, the General Contractor shall promptly advise the City and the Professional. The City may direct that some other invention, process, technique, article or appliance be used. Should the General Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the City and the Professional, the General Contractor shall be responsible for any loss or liability due to the infringement.

3.2 Compliance With Governmental Requirements:

- (i) The General Contractor shall comply with all applicable laws, statutes, codes, building codes, rules, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Work, the Project and the Site;
- (ii) The General Contractor shall prepare and file documents required to obtain and obtain all necessary governmental approvals and permits for construction of the Project, including building permit(s); and,
- (iii) The General Contractor shall give all notices required of it by governmental authorities relating to the Work, the Project, or the Site.
- (iv) This Construction Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1 of the Code of Virginia, relating to labor unions and the “right to work.” The General Contractor and its subcontractors, whether residents or nonresidents of the

Commonwealth of Virginia, who perform any Work related to the Project, shall comply with all of said provisions.

- (v) By signing this Construction Contract, the General Contractor certifies that it does not and will not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (vi) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.
- (vii) The Virginia Uniform Statewide Building Code applies to the Work and is administered by the local Building Official. The Building Permit will be obtained by the General Contractor and paid for by the Contractor. All other permits, local license fees, business fees, taxes or similar assessments shall be obtained and paid for by the Contractor.
- (viii) The General Contractor, if not licensed as an asbestos abatement contractor or a roofing/flooring/siding (RFS) contractor in accordance with §54.1-514 of the Code of Virginia, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors, as appropriate for the Work.
- (ix) If the Contract Documents indicate that lead-based paint is present on existing materials, components or surfaces, the General Contractor shall conform to the following: (1) The requirements set forth in 59 Federal Register 45,672 (September 2, 1994) Proposed Rule - *Lead; Requirements for Lead-based Paint Activities (Proposed Rules)* in selecting and performing the means, methods and procedures for performing the Work. When the Final Rule, to be codified at 40 CFR 745, supersedes the Proposed Rule, the General Contractor shall be responsible for conforming to the Final Rule, as of the effective date set forth therein; (2) The requirements for employee protection contained in 29 CFR Part 1926, Subpart D, and the requirements for record-keeping contained in 29 CFR Part 1910; and (3) The Virginia Department of Labor and Industry's Emergency Regulation published in the May 27, 1996 Virginia Register, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI.
- (x) If the General Contractor violates laws or regulations that govern the Project, the General Contractor shall indemnify and hold the City harmless from and against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the General Contractor, the General Contractor shall indemnify and hold the City harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that result from such violation.

- 3.3 **Safety:** Safety shall be a prime concern of the General Contractor at all times. The General Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and performing construction, including Site safety and safety precautions and programs.
- 3.4 **Concurrent Records:** For any period in which it is engaged in activities on the Site, the General Contractor shall, concurrently with its performance, maintain detailed daily records of activities on the Site. Upon request, the City shall be provided copies of such records.
- 3.5 **As-Built Drawings:** The General Contractor shall maintain at the Site at least one copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications, in good order and accurately marked, depicting all changes as they occur during construction. The as-built drawings shall be available at all times to the City, the Professional(s), and the City's consultants, including quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and the General Contractor shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction.
- 3.6 **Quality Control And Testing:** Unless otherwise provided in this Contract For Construction, the City shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Construction Documents. The General Contractor shall be responsible for the coordination of all tests and

inspections and shall arrange for tests and inspections to be conducted as necessary to avoid any interference with the progress of Work. No claims for extension of time or additional compensation will be allowed on account of any testing, re-testing, inspection, re-inspection, or rejection of Work when defective or deficient Work is found. The General Contractor shall be responsible for any costs associated with testing, re-testing, inspection, or re-inspection which may be required as a result of defective or deficient Work.

- 3.7 **Incident Reporting:** The General Contractor shall immediately notify the City and Professional(s), both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to Work and other significant occurrences.
- 3.8 **Hazardous Substances Notice:** The General Contractor shall immediately notify the City and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it becomes, or reasonably should have become, aware. If the General Contractor encounters environmental contamination (including but not limited to Hazardous Substances and petroleum releases), the General Contractor shall (i) immediately stop performance of Work or that portion of the Work affected by or affecting such contamination; (ii) secure the contaminated area against intrusion; (iii) not disturb or remove the contamination; (iv) not proceed, or allow any subcontractor or supplier to proceed, with any Work or other activities in the area affected by such contamination until directed to do so by the City; and, (v) take any other steps necessary to protect life and health.
- 3.9 **City's Use of and Access to the Site:** The General Contractor shall perform the Work so as not to interrupt any ongoing business operations or other construction activities on the Site.
- 3.9.1 The General Contractor shall provide the City, Related Parties, and other consultants, trade contractors, subcontractors and suppliers, access to the Site for performance of their activities, and shall connect and coordinate its construction activities and operations with those of others. The General Contractor understands and acknowledges that the City or its Related Parties may need access to or use of certain areas of the Site on which Work is being or has been performed, prior to the General Contractor's achievement of Substantial Completion. The General Contractor agrees that no such occupancy, access or use shall constitute the City's acceptance of any Work.
- 3.9.2 Except as specifically contemplated by the Construction Documents, the General Contractor shall not enter any occupied area of the Site or Structure unless first approved and scheduled by the City. The General Contractor understands and acknowledges that the City may incur damages if the operations of any condominium unit owners or their tenants (other than the City) are interrupted or impaired as a result of the Work.
- 3.10 **Site Control And Cleanup:** During construction, the General Contractor shall maintain good order on the Site. The General Contractor shall maintain the Site in a reasonably clean condition during performance of the Work and shall periodically remove from the Site all construction debris. Upon completion of the Work, the General Contractor shall remove from the Site all construction materials and waste, rubbish, other debris, equipment, sheds and similar items related to, produced by or required for its scope of the Work and shall thoroughly clean the Site of all debris, trash, excess materials and equipment. No final payment will be made to the General Contractor until satisfactory final clean-up is accomplished and inspection is made by the City and the Professional(s), accompanied by the General Contractor. If the City must engage in clean-up activities at any time during the construction period, the full cost of the clean-up shall be deducted from moneys due the General Contractor, and the General Contractor shall pay any deficiency amount to City.
- 3.11 **Commissioning:** The General Contractor shall, through the City's Representative, schedule and coordinate all equipment and systems start-ups and Project commissioning.
- 3.11.1 The General Contractor shall provide the City with operation and maintenance manuals and other operational documentation not less than twenty-eight (28) calendar days prior to the required date of Substantial Completion to allow adequate time for systems start-up and delivery and training prior to commissioning and occupancy of the Project.
- 3.11.2 The General Contractor shall meet with individual(s) designated by the City not less than twenty-eight (28) calendar days prior to the required date of Substantial Completion to familiarize and train them with

respect to maintenance and use of the Project. The appropriate Professional(s) will attend and assist with such familiarization and training.

3.12 **Idling Reduction Requirement:** Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.

3.13 OMITTED.

ARTICLE 4

GENERAL CONTRACTOR'S PERSONNEL, SUBCONTRACTORS, AND SUPPLIERS

4.1 **Project Staffing:** The General Contractor shall staff the Project with qualified individuals and entities responsible for its obligations and performance hereunder.

4.1.1 The General Contractor shall, in writing, on or before the Commencement Date specified in the Notice to Proceed issued by the City, name a representative (the "Builder's Representative") to serve as its primary communication contact with the City and the Professional(s).

4.1.2 The General Contractor shall employ persons skilled in the tasks assigned to them and shall contract with subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals on the Project. The General Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

4.1.3 The General Contractor shall immediately remove from the Site, for the duration of the Project, any personnel, including personnel of any subcontractor, making an inappropriate racial, sexual or ethnic comment, statement or gesture toward any other individual.

4.1.4 The General Contractor shall immediately remove from the Site, for the duration of the Project, any personnel, including personnel of any subcontractor, who is incompetent or careless.

4.1.5 During the performance of this Construction Contract, the General Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, gender identity, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor shall be required to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall be required to state that it is an equal opportunity employer. The General Contractor shall be required to include the provisions of this paragraph in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.1.6 During the performance of this contract the contractor shall be required:

- (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) to state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means the Site for the performance of services or the provision of goods in connection with the specific contract resulting from this solicitation at which site the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract. The General Contractor shall include the provisions of this paragraph in every subcontract, so that the provisions will be binding upon each subcontractor.

- 4.1.7 The General Contractor shall not perform any construction work unless he (i) has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended and (ii) provides prior to the award of contract, on a form furnished by the department, agency, or institution of the Commonwealth or political subdivision thereof, evidence of such coverage. Contractor shall not allow any subcontractor to perform any work on a City construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.
- 4.2 **Subcontractor / Supplier Contracts:** The General Contractor shall enter into written contracts with its subcontractors and suppliers, if any, and those written contracts shall be consistent with this Contract For Construction. It is the intent of the City and the General Contractor that the obligations of the General Contractor's subcontractors and suppliers, if any, inure to the benefit of the City and the General Contractor, and that the City be a third-party beneficiary of the General Contractor's agreements with its subcontractors and suppliers.
- 4.2.1 The General Contractor shall, as soon as practicable after signing the Contract for Construction, notify the City and the Professional in writing of the names of all subcontractors proposed for the principal parts of the Work, and of such others as the Professional may direct. Where the specifications establish qualifications or criteria for subcontractors, manufacturers or persons performing Work on the Project, the General Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The General Contractor shall not employ or utilize any subcontractor that the City may, within a reasonable time, object to as unsuitable. Neither the City nor the Professional shall direct the General Contractor to contract with any particular subcontractor unless provided in the specifications or Invitation for Bids.
- 4.2.2 The General Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract For Construction, including those portions of the Construction Documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.
- 4.2.3 The General Contractor shall engage each of its subcontractors and suppliers with written contracts which preserve and protect the rights of the City and include the acknowledgment and agreement of each subcontractor or supplier that the City is a third-party beneficiary of the contract. The General Contractor's agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of, this Contract For Construction, and upon request of the City, the General Contractor's subcontractors and suppliers will perform services for the City.
- 4.2.4 The General Contractor shall include in its agreements with its subcontractors and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract For Construction that are included by reference in its written contract with the General Contractor, and that it will abide by those terms, conditions and requirements.
- 4.2.5 The City may select a particular subcontractor for a certain part of the Work and designate on the Invitation for Bids that the subcontractor shall be used for the part of the Work indicated and that the subcontractor has agreed to perform the Work for the subcontract amount stipulated on the bid form. The General Contractor shall include the stipulated amount, plus his Contractor markups, in the bid. In such case, the General Contractor shall be responsible for that subcontractor and its work, and the subcontractor shall be responsible to the General Contractor for its work, just as if the General Contractor had selected the subcontractor.
- 4.3 The General Contractor shall be fully responsible to the City for all acts and omissions of his agents and employees and all succeeding tiers of subcontractors and suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the City or the Professional and any subcontractor, supplier or other person, nor shall it create any obligation on the part of the City or Professional to pay for or to see to the payment of any money or monies due to any subcontractor, supplier or other person except as may otherwise be required by law.

- 4.4 The General Contractor shall be fully responsible for its invitees to and at the Site, and for those of its subcontractors, suppliers and their employees, including any acts or omissions of any such invitee.
- 4.5 The General Contractor agrees that it alone is responsible for all dealings with its subcontractors and suppliers, and their subcontractors, employees and invitees, including, but not limited to: the subcontractors' or suppliers' claims, demands, actions, disputes and similar matters, unless specifically provided otherwise by this Contract or by statute.
- 4.6 **Resolution Of Trade Disputes:** The General Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

ARTICLE 5 GOODS, PRODUCTS AND MATERIALS

- 5.1 **Quality Of Materials:** The General Contractor shall furnish goods, products, materials, equipment and systems which:
- (i) comply with the requirements of this Contract For Construction;
 - (ii) conform to applicable specifications, descriptions, instructions, drawings, data and samples;
 - (iii) are new (unless otherwise specified or permitted) and without damage;
 - (iv) are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;
 - (v) are merchantable;
 - (vi) are free from defects; and,
 - (vii) beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.
- 5.2 **Installation And Use Of Materials:** All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the Construction Documents, in which case the General Contractor shall so inform the City and the Professional and shall proceed as directed by that Professional, unless otherwise directed by the City. The General Contractor shall coordinate and interrelate all trade contracts and subcontracts, to ensure compatibility of goods, products, materials, equipment and systems required by the Construction, and to ensure the validity of all warranties and guarantees.
- 5.3 **Unsuitable Materials :** With respect to goods, products, materials, equipment or systems which the General Contractor knows or should have known are unsuitable or unavailable at the time of Bid submission, no claim with respect to the unsuitability or unavailability of such goods, products, materials, equipment or systems will be entertained unless such a claim, stating proposed alternatives, was made in writing and submitted with the original Bid. Approval by the City and a Professional of substitute goods, products, materials, equipment or systems does not mean or imply final acceptance by the City and that Professional, should such items be defective or not as previously represented. Should the General Contractor furnish any approved goods, products, materials, equipment or systems different from or in addition to those required by the Construction Documents, which require supplemental materials or installation procedures different from or in addition to those required for specified items, the General Contractor shall provide such goods, products, materials, equipment or systems at no increase in the Construction Contract Price.
- 5.4 **Security For Work In Progress:** The General Contractor shall provide its own security for its Work in progress and for the goods, products, materials, equipment, systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work.

**ARTICLE 6
DOCUMENTS AND INFORMATION**

- 6.1 **Information From City:** The City shall provide the General Contractor with information reasonably necessary to assist the General Contractor in performing its services including, if applicable:
- (i) the Site legal description and any required survey;
 - (ii) all written and tangible material in its possession concerning conditions below ground at the Site;
 - (iii) if the Project involves an existing structure, all available as-built drawings, record drawings, plans, specifications and structure system information with respect to such structure; and,
 - (iv) the City's pertinent Project dates and key milestone dates.
- 6.2 **Resolution Of Questions:** The General Contractor shall resolve all questions concerning the Construction Documents with the Professional who has prepared the documents.
- 6.3 **Processing Of Documents:** When requested to do so by the City, the General Contractor shall process documents, and provide other reasonably required drawings, services and certifications, necessary to enable the City to (i) obtain financing or insurance for the Project; (ii) obtain approvals, permits and Certificates of Occupancy for the Project, which approvals are not otherwise required to be obtained by General Contractor; and, (iii) represent that the Work complies with requirements of governmental agencies having jurisdiction over the Project.
- 6.4 **Sufficiency Of City Information:** The furnishing of information by the City to the General Contractor shall not relieve the General Contractor of its responsibility to evaluate information and documents provided by the City. The General Contractor shall timely notify the City in writing of any additional information needed or services required from the City in order for the General Contractor to perform the Work.

**ARTICLE 7
SUBMITTALS**

- 7.1 **Submittal Schedule:** Within a reasonable time, but no later than fifteen (15) days after execution of the Contract for Construction, the General Contractor shall timely prepare and transmit to the designated Professional a schedule for provision of all anticipated shop drawings and other submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; and, (iii) set forth specific dates for submission of the listed submittals. The General Contractor shall review and approve all submittals prior to submission to a Professional.
- 7.2 **Processing Of Submittals:** The General Contractor shall in timely fashion review, approve if appropriate, and forward shop drawings and other submittals to the Professional(s) for review and approval along with such detail and information as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed by the General Contractor, except at his own risk, until such approval has been given.
- 7.2.1 A Professional is responsible to the City, but not to the General Contractor, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Contract For Construction.
- 7.2.2 The General Contractor shall perform all Work in accordance with approved submittals. Approval of the General Contractor's submittals by a Professional shall not relieve the General Contractor from responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals.
- 7.2.3 The General Contractor shall furnish to the Professional for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of any machinery and mechanical or other equipment which the Contractor contemplates incorporating in the Work. When Submittals are required for materials, the General Contractor shall furnish full information concerning the material or articles which it contemplates incorporating in the Work. When required samples shall be submitted for approval by the Professional, at the Contractor's

expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval(s) shall be at the risk of subsequent rejection.

- 7.2.4 Submittals shall be forwarded to the Professional sufficiently in advance of construction requirements to allow reasonable time for the Professional's review. Submittals shall be accompanied by a letter of transmittal which shall list the Project Title, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and shall be bound in sets. Each Submittal shall be clearly marked to show each item, component, and/or optional feature proposed to be incorporated into the Project. Cross reference to the plans or specifications shall be made as needed to identify the use for which the item or component is intended.
- 7.2.5 The General Contractor shall check all Submittals for compliance with the requirements of the Contract Documents. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided. The Contractor shall clearly note, in writing, any and all items which deviate from the requirements of the Contract Documents, and the reason(s) for deviation shall be included with the Submittal. Deviations shall be marked in bold face type or lettering and listed on a separate page or pages containing the heading "DEPARTURES FROM DRAWINGS AND SPECIFICATIONS." Submission of any Submittal to the Professional shall constitute the Contractor's certification that the equipment and material shown in the Submittal is that proposed to be incorporated into the Project, is in compliance with the Contract drawings, specifications and other requirements of the Contract Documents (unless otherwise indicated), and can be installed in the allocated spaces.
- 7.2.6 If a Submittal indicates a departure from the requirements of the Contract Drawings, Specifications or other requirements of the Contract Documents, then the Professional may reject the Submittal, or, if he deems it to have merit, may recommend it to the City, who shall approve or reject it as the City, in its sole discretion, sees fit. Any departure from the Contract Documents must be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate.

ARTICLE 8 GENERAL CONTRACTOR'S INSPECTION OF AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

- 8.1 **Rejection And Correction Of Work In Progress:** During the course of Project, the General Contractor shall inspect and promptly reject any Work (i) which does not conform to the Construction Documents; or (ii) which does not comply with any applicable law, statute, code, building code, rule or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Site, the Work or the Project.
- 8.1.1 The General Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The General Contractor shall bear all costs of correcting such Work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.
- 8.1.2 The General Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the City or other trade contractors or subcontractors caused by the General Contractor's correction or removal of rejected Work.
- 8.2 **Covered Or Concealed Work:** If a portion of its scope of the Work has been covered, the General Contractor shall, if notified to do so by the City or a Professional, uncover the designated portion for observation and then replace it.
- 8.2.1 If the designated portion of the Work was covered contrary to the request of the City or the Professional, or to requirements specifically expressed in the Construction Documents, the General Contractor shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.
- 8.2.2 If the designated portion of the Work was covered prior to a specific request by the City or the Professional that it remain uncovered, the General Contractor shall receive additional compensation for

the costs of uncovering and replacement or modification of the Construction Schedule(s) only if the designated portion of the Work was in conformance with the Construction Documents.

ARTICLE 9 CHANGE ORDERS AND CHANGES TO THE WORK

- 9.1 **Change Order Requests:** Any party to the construction process may request changes to the Work, compensation or applicable schedules.
- 9.1.1 With respect to such requests for changes by the General Contractor, the General Contractor shall prepare and submit a change order request to the designated Professional.
- 9.1.2 With respect to requests for changes by parties other than the General Contractor, the General Contractor shall promptly review and respond to any such change order requests submitted by the Professional.
- 9.1.3 When requested to do so, the General Contractor shall prepare and submit to the Professional drawings, specifications or other data in support of a change order request.
- 9.1.4 Each change order shall detail time and monetary impacts of the change, whether the change order is considered alone or with all other changes that occur during the course of the project.
- 9.2 **City-Directed Changes:** The City, by Construction Change Directive, and without invalidating or breaching the Contract, may direct the General Contractor to implement changes in the Work so long as the Work the City is requiring is not outside of the general scope of this Contract For Construction. The General Contractor, upon written direction from the City, shall proceed with such change.
- 9.2.1 The Professional, without the City's prior approval, may authorize or direct the General Contractor to make minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, Project scope, or approved design elements, and the General Contractor shall promptly carry out such changes. Any such minor changes shall be implemented by a written field order and executed by the General Contractor.
- 9.2.2 Construction Change Directives may be utilized to order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Price and Contract Time to be adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, the General Contractor shall promptly proceed with the change in the Work involved and shall advise the Professional of the General Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining any proposed adjustment in the Contract Price or Contract Time. A Construction Change Directive signed by the General Contractor indicates the agreement of the General Contractor therewith. Such agreement shall become effective immediately and shall be recorded as a Change Order.
- 9.3 **Administration Of Changes:** The Professional will administer and manage all change order requests and change orders and will prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
- 9.4 **Compensation For Changes:** With respect to all change order requests involving credit to the City or additional compensation to the General Contractor, the General Contractor shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the scope of the Work involved in the proposed change; and, (iv) provide a reasonable price quotation to the designated Professional.
- 9.4.1 If price quotations for change order requests are determined by the Professional to be unreasonable, the General Contractor shall, in writing, justify said quotations or provide additional back-up materials. If after review of the additional information the Professional determines the quotation is unreasonable, the City may require the General Contractor to perform the subject Work on a time and material basis.

- 9.4.2 The General Contractor shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Contract for Construction, and shall not be entitled to additional reimbursement for its home office, other non-job site or indirect overhead expenses, or tools necessary for construction.
- 9.4.3 It is the responsibility of the General Contractor to review and approve all pricing of additional work required of its subcontractors and suppliers.
- 9.4.4 Under no circumstances may any change order(s) be used to increase the amount of this fixed price contract, without adequate consideration to the City, for any purpose, including, but not limited to, relief of the General Contractor from the consequences of an error in its bid.
- 9.4.5 The following may constitute allowable costs for changes in the Work, subject to 9.4.2, above: (1) Labor costs for employees directly employed in the change in the Work, including salaries and wages plus the cost of payroll charges and fringe benefits and overtime premiums, if such premiums are explicitly authorized by the City; (2) Materials incorporated into the change to the Work, including costs of transportation and storage, if applicable; (3) Equipment incorporated in the changed Work or equipment used directly in accomplishing the Work. If rented expressly for accomplishing the change, the cost shall be the rental rate according to the terms of the rental agreement, which the City shall have the right to approve in advance. If owned by the Contractor, the costs shall be a reasonable price based upon the life expectancy of the equipment and the purchase price of the equipment; (4) Costs of increases in premiums for the Standard Labor and Material Payment Bond and the Standard Performance Bond, provided coverage for the cost of the change in the Work results in such increased costs. At the City's request, the Contractor shall provide proof of his notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. There shall be no Contractor mark-up to the cost of the increase in the premium; (5) Contractor and Subcontractor overhead costs as follows: if a Subcontractor, at any tier, does all or part of the changed Work, the Subcontractor's markup on that Work for overhead and profit shall not exceed fifteen percent (15%) and the Contractor's markup of a Subcontractor's Work, and all intervening tiers of Subcontractors, shall not exceed a total of ten percent (10%); if the General Contractor does all or part of the changed Work, then its markup for overhead and profit on the changed Work it performs shall not exceed fifteen percent (15%). (6) Other costs, expressly agreed to by the City in writing that are directly attributable to the change in Work, with the exception of those set forth below.
- 9.4.6 Allowable costs for changes in the Work shall **exclude** the following: (1) Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, without limitation, costs for correction of defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment; (2) Home office expenses including payroll costs for the Contractor's officers, executives, administrators, project managers, accountants, counsel, engineers, timekeepers, estimators, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work; these costs are deemed overhead included in the percentage markups allowable in 9.4.4, above. (3) Home and field office expenses, including, without limitation: expenses of home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental job costs, rent, utilities, telephone and office equipment and other general overhead expenses..
- 9.4.7 All Change Orders must state that the Contract Time for Completion or Completion Date is not changed, or that the Time for Completion/Completion Date is either increased or decreased by a specific number of days. The old Time for Completion/Completion Date, and if changed, the new Time for Completion/Completion Date must be stated on the face of each Change Order.
- 9.4.8 The acceptance by the General Contractor of any payment made by the City under a Change Order shall be and operate as a release to the City of all claims by the Contractor and of all liability owing to the Contractor for all things done or furnished in connection with the Work described in the Change order. The execution of any Change order by the City shall not be an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty materials or workmanship, or operate to release the Contractor or his surety from any obligation arising under the Contract or any Performance or Payment Bond.

- 9.5 **Performance Of Changes:** Upon receipt of a field order, change directive, or change order, the General Contractor shall proceed to promptly perform the change in the Work. All changes in the Work shall be performed under applicable conditions of the Construction Documents.
- 9.6 **Disputes Regarding Changes:** If the General Contractor disputes a decision regarding: (i) whether a change has occurred; (ii) whether a change in the Work will result in adjustment of its compensation or applicable schedules; or (iii) the amount of any adjustment of compensation or applicable schedules, the General Contractor shall notify the City in writing of the dispute, as provided below. Once placed in dispute, the General Contractor shall nevertheless carry out the change, if directed so to do by City. The General Contractor will not prejudice any claim that it may have with respect to that change so long as the General Contractor notifies the City in writing; however, failure to timely notify the City in writing shall constitute the General Contractor's waiver of any claim resulting from the change.
- 9.6.1 In the event a change order request is approved by the City in the absence of an agreement with the General Contractor as to cost, time, or both, the appropriate Professional will: (i) receive and maintain all documentation pertaining thereto required of the General Contractor; (ii) examine such documentation on the City's behalf; (iii) take such other action as may be reasonably necessary or as the City may request; and, (iv) make a written recommendation to the City concerning any appropriate adjustment in the construction cost or time.
- 9.7 **Necessity For Signed Writing:** No act, omission or course of dealing shall alter the requirement that change orders must be in writing and signed by the City, and that change orders are the exclusive method for effecting any adjustment to the General Contractor's compensation or applicable schedules. The General Contractor understands and agrees that neither its compensation nor applicable schedules can be changed by implication, oral agreement, or unwritten change order. The execution of a change order by the General Contractor shall constitute conclusive evidence of the General Contractor's agreement to the ordered changes in the Work, to the Construction Contract as thus amended, to the Contract Price as amended, and to the time for performance by the General Contractor. The General Contractor, by executing the change order, waives and forever releases any claim against the City for additional time or compensation, with respect to the changes specified therein.
- 9.8. **Consent of Surety:** The General Contractor shall notify and obtain the consent and approval of the General Contractor's surety with reference to all change orders, if such notice, consent or approval is required by the City, the Professional, the surety or by applicable law. The General Contractor's execution of the change order shall constitute the General Contractor's warranty to the City that the surety has been notified of, and consents to such change order, and the surety shall be conclusively deemed to have been notified of such change order and to have expressly consented thereto.
- 9.9 **Work Subject to Change Order:** Neither the General Contractor nor any subcontractor(s) shall commence any work which is, or by provisions of this Contract is required to be, the subject of a change order, unless and until the required Change Order has been fully executed by both the City and the General Contractor.

ARTICLE 10 FINANCIAL CLAIMS AND LIENS

- 10.1 **Notification Regarding Liens:** The General Contractor shall immediately notify the City and Professional(s), both orally and in writing, of the nature and details of any mechanics' liens, construction liens, builder's trust fund claims, or claims of any type made by anyone against the City, the Professional(s), the General Contractor or any subcontractor or supplier of any of them or against the Project whether or not such claims arise from the Work.
- 10.2 **Discharge of Liens:** The General Contractor shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project. If any lien or claim filed against the Project is not discharged and released by the claimant, the General Contractor shall, within a reasonable period of time, but in no event more than fourteen (14) calendar days after request and at its own cost, promptly obtain discharge and release of such lien or claim by filing the appropriate bond. If the General Contractor fails to have any such lien or claim discharged and released, or fails to file the appropriate bond, the City shall have the right to pay all sums necessary to obtain such a discharge and release, and the General Contractor shall bear and be liable to the City for all expenses incurred by the City in so doing, including, without limitation, reasonable attorney's fees.

ARTICLE 11

CITY'S CONSULTANT(S), PROFESSIONAL(S) AND STRUCTION ADMINIS TRATION

- 11.1 **City's Designated Professional Representative:** Unless otherwise directed by the City, the Professional designated on Page 1 of this Contract for Construction shall act as the City's representative from the effective date of this Contract until one (1) year from the date the General Contractor achieves Substantial Completion.
- 11.2 The Professional will (i) be the City's design representative during performance of the Work; (ii) consult with and advise the City on all design and technical matters; (iii) be the City's representative in dealing with the General Contractor on all such matters; and, (iv) administer this Contract For Construction.
- 11.2.1 Unless otherwise directed by the City, the City and the General Contractor shall communicate with each other in the first instance through the designated Professional. The City's instructions, directions and other relevant communications or directives to the General Contractor will be issued through the designated Professional.
- 11.2.2 The designated Professional will act as initial interpreter of the requirements of this Contract For Construction and as the City's advisor on claims.
- 11.3 **Professional Site Visits:** The Professional will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work for substantial compliance with (i) this Contract For Construction, including approved shop drawings and other submittals; (ii) the Construction Schedule; and, (iii) applicable laws, statutes, codes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- 11.4 **Professional Rejection Of Work:** The Professional may disapprove or reject Work which does not comply with (i) this Contract For Construction including approved shop drawings and other submittals; or (ii) applicable laws, statutes, codes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- 11.5 **Professional Evaluations:** The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Contract For Construction and by any governmental entity having or asserting jurisdiction over the Project. The Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work which does not conform to and comply with testing requirements.
- 11.5.1 The Professional(s) may require inspection or testing of any Work in addition to that required by this Contract For Construction or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is the n fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).
- 11.6 **Professional Submittal Activities:** The Professional will review and approve, reject or take other appropriate action on submittals (e.g., shop drawings, product data, samples, proposed equal materials or equipment and requested substitutions) within not more than fourteen (14) calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Contract For Construction; and, (iii) the City's budgeted Total Project Construction Cost. The Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The General Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing its scope of the Work.
- 11.7 **Professional Interpretations:** The Professional shall, when requested to do so in writing by the General Contractor, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. The Professional's interpretations and decisions relating to artistic effect shall be final, if not inconsistent with this Contract For Construction.

- 11.8 **Professional Change Order Activities:** The Professional will consult with and advise the City concerning, and will administer and manage, all change order requests and change orders on behalf of the City.
- 11.9 **Professional Pay Application Activities :** The appropriate Professional will review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the General Contractor and shall authorize payment by the City to the General Contractor in writing. After the General Contractor's scope of the Work is determined to be finally complete and the Professional determines that the General Contractor has completed the Scope of the Work, the Professional will determine whether the General Contractor is entitled to final payment, and if so, the Professional will certify that determination to the City in writing.
- 11.10 **Professional Relationship To General Contractor:** The duties, obligations and responsibilities of the General Contractor under this Contract For Construction shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Professional. The General Contractor shall not be a third-party beneficiary of any agreement by and between the City and any Professional. The duties of the General Contractor to the City shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the City.

ARTICLE 12 INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT

- 12.1 **Substantial Completion:** Substantial Completion of the General Contractor's Work shall be deemed to have occurred on the first day on which both of the following circumstances exist: (i) the General Contractor's Work passes, or has passed, a Substantial Completion inspection, and (ii) the General Contractor has produced all required Substantial Completion documentation and items.
- 12.1.1 The General Contractor shall accomplish Substantial Completion of its scope of the Work on or before the required date of Substantial Completion specified in this Construction Contract.
- 12.1.2 When the General Contractor believes that its Work, or a portion thereof which the City agrees to accept separately, is substantially complete, it shall notify the City and the Professional that its Work is ready for a Substantial Completion inspection.
- 12.1.3 At or prior to the substantial completion inspection, the General Contractor will prepare and furnish to the Professional a Declaration of Substantial Completion, which at a minimum must:
- (i) contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between the City and the General Contractor the responsibilities for security, utilities, damage to the Work and insurance;
 - (ii) include a list of items to be completed or corrected prior to final payment and state the time within which the General Contractor will complete or correct listed items; and,
 - (iii) contain signature lines for the City, the General Contractor and the Professional.
- 12.1.4 Upon receipt of notification from the General Contractor the appropriate Professional will coordinate with the City and the General Contractor a date for inspection of the Work to determine whether the Work is substantially complete.
- 12.1.5 At inspection(s) to determine whether the General Contractor's Work is substantially complete, the Professional will:
- (i) inspect the General Contractor's Work;
 - (ii) list additional items to be completed or corrected; and,
 - (iii) determine, in consultation with the City, whether Substantial Completion of the General Contractor's Work has occurred.

- 12.1.6 If the General Contractor's Work is determined not to be substantially complete, the General Contractor shall continue to prosecute the Work until the Work is substantially complete and the inspection process shall be repeated at no additional cost to the City until the Work is determined to be substantially complete.
- 12.1.7 On or prior to the date of Substantial Completion, the General Contractor shall deliver to the appropriate Professional keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for the City's occupancy and use of the Work for its intended purpose. The Professional will obtain and review Substantial Completion documentation and items, and will inform the General Contractor of any deficiencies.
- 12.1.8 When the City, the General Contractor and the appropriate Professional agree that the General Contractor's Work has passed the Substantial Completion inspection and the General Contractor has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the Work substantially complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and time line for the completion of Work needing completion and correction.
- 12.2 **Partial Occupancy or Use:** The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate written agreement with the General Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and General Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage (if any), security, maintenance, heat, utilities, damage to the Work, and Insurance, and if the City and the General Contractor have also agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the General Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work at the time of partial occupancy or use shall be determined by written agreement between the City and the Contractor, or if no agreement is reached, by decision of the Professional. When the General Contractor considers a portion of the Work partially occupied or used by the City to be substantially complete, the General Contractor shall prepare a list and submit it to the Professional as provided by Section 12.1
- 12.3 **Final Completion:** Final Completion of the General Contractor's Work shall be deemed to have occurred on the first day on which both of the following circumstances exist: (i) the General Contractor's Work passes, or has passed a Final Completion inspection, and (ii) the General Contractor has produced all required Final Completion close-out documentation and items.
- 12.3.1 The General Contractor shall accomplish Final Completion of its scope of the Work on or before the required date of Final Completion specified in this Construction Contract.
- 12.3.2 When the General Contractor believes its scope of the Work is finally complete, the General Contractor shall notify the City and the appropriate Professional that the Work is ready for a Final Completion inspection.
- 12.3.3 Upon receipt of such notification from the General Contractor, the Professional will coordinate with the City and the General Contractor a date for inspection of the Work to determine whether the Work is finally complete.
- 12.3.4 At the Final Completion inspection to determine whether the General Contractor's Work is finally complete, the Professional will:
- (i) inspect the General Contractor's Work;
 - (ii) determine whether the General Contractor has satisfactorily completed or corrected all items on the list included with the Declaration of Substantial Completion;
 - (iii) determine whether the General Contractor's Work complies with (a) this Contract For Construction; (b) applicable laws, statutes, codes, building codes, rules or regulations of all

governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and, (c) applicable installation and workmanship standards;

- (iv) determine whether required inspections and approvals by the official(s) having or asserting jurisdiction over the Project have been satisfactorily completed; and,
- (v) determine, in consultation with the City, whether the General Contractor's Work is finally complete.

12.3.5 If the General Contractor's Work is not finally complete, the General Contractor shall continue to prosecute the Work until the Work is finally complete and the inspection process shall be repeated at no additional cost to the City until the Work is finally complete.

12.3.6 On or prior to the date of Final Completion, the General contractor shall deliver to the appropriate Professional the following Final Completion close-out documentation and items:

- (i) all operating and instruction manuals not previously produced during commissioning and required maintenance stocks;
- (ii) two (2) sets of as-built drawings and markups;
- (iii) certification and affidavit that all insurance required of the General Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the City;
- (iv) written consent of the surety(ies), if any, to final payment;
- (v) full, final and unconditional waivers of mechanics or construction liens, releases of builder's trust fund or similar claims, and release of security interests or encumbrances on the Project property from each contractor, subcontractor, supplier or other person or entity who has, or might have a claim against the City or the real property which is the subject of this Construction Contract;
- (vi) full, final and unconditional certification and affidavit that all of the General Contractor's obligations to contractors, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;
- (vii) all written warranties and guarantees relating to the labor, goods, products, materials, equipment and systems incorporated into the General Contractor's scope of the Work, endorsed, countersigned, and assigned as necessary;
- (viii) affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Work;
- (ix) a list of any item(s) due but unable to be delivered and the reason for non-delivery; and,
- (x) any other documents reasonably and customarily required or expressly required herein for full and final close-out of the General Contractor's Work.

12.3.7 The appropriate Professional will review and determine the sufficiency of all Final Completion close-out documentation and items required for Final Completion which are submitted by the General Contractor, and will immediately inform the General Contractor of any deficiencies and omissions.

ARTICLE 13 GENERAL CONTRACTOR'S WARRANTIES AND GUARANTEES

13.1 **One-Year Warranty:** In addition to the warranties and guarantees set forth elsewhere in this Contract For Construction, for a period of one (1) year after the date of Substantial Completion, or the date of acceptance by the City, whichever is later, the General Contractor shall, upon request by the City or the Professional, promptly correct all failures or defects in the Work.

13.1.1 The General Contractor shall schedule, coordinate and participate in a walk-through inspection of the Work one (1) month prior to the expiration of the one-year correction period, and shall notify the City,

the Professional, and any necessary subcontractors and suppliers of the date of the walk-through inspection, and request their participation therein. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

13.1.2 Should the General Contractor fail to promptly correct any failure or defect, the City, a Related Party, or any successor in interest or assignee of either, may take whatever action(s) it deems necessary to remedy the failure or defect and the General Contractor shall promptly reimburse the City or Related Party for any expenses or damages incurred as a result of the General Contractor's failure to correct the failure or defect.

13.1.3 Nothing contained in this Section 13.1 shall be construed to establish a period of limitation with respect to the General Contractor's obligations under this Contract For Construction. This Section 13.1 relates only to the General Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the General Contractor's contractual obligations under this Contract For Construction may be enforced, nor to the time within which proceedings may be commenced to establish the General Contractor's liability with respect to any contractual obligations set forth within this Section 13.1 or contained elsewhere within this Construction Contract.

13.2 **Express Warranties And Guarantees - General Contractor:** In addition to the warranties and guarantees set forth elsewhere herein, the General Contractor expressly warrants and guarantees to the City:

- (i) that the Work complies with the Construction Documents as well as all applicable laws, statutes, codes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project;
- (ii) that all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and, (c) merchantable; and
- (iii) that all management, supervision, labor and services required for the Work is and shall be in compliance with the requirements of this Contract For Construction, and that the Work is and shall be performed in a workmanlike manner.

13.3 **Express Warranties And Guarantees - Subcontractors And Suppliers:** The General Contractor shall require that each of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to the City and the General Contractor in a form identical to the warranties, guarantees and other undertakings set forth in this Contract For Construction which warranties, guarantees and undertakings shall run to the benefit of the City, Related Parties, and the successors in interest and assigns of each, as well as the General Contractor.

13.4 **Non-Exclusivity And Survival:** The warranties and guarantees set forth in this Article, shall be in addition to all other warranties, whether express, implied or statutory, and they shall survive the City's payment, acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.

13.5 **Commencement Of Obligations:** Unless otherwise specified, all of the General Contractor's warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically - designated equipment required by the Construction Documents, shall begin on the actual date of Substantial Completion or the date of acceptance by the City, whichever is later.

ARTICLE 14 CITY'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

14.1 **City's Representative:** The City shall designate a Representative to serve as the City's primary communication contact with the General Contractor. The name and address of the City's Designated Representative shall be as set forth on Page 1 of the Contract for Construction.

14.2 City's General Duties

14.2.1 The City shall timely compensate the General Contractor in accordance with this Contract For Construction.

- 14.2.2 Unless otherwise specifically required to be provided by the General Contractor within the scope of Work, the City shall secure and pay for all Project testing.
- 14.2.3 The City shall review documents prepared by the General Contractor in a timely manner and in accordance with schedule requirements. Review by the City shall be solely for the purpose of determining whether such documents are generally consistent with the City's intent. No review of such documents shall relieve the General Contractor of any of its responsibilities with respect thereto.
- 14.2.4 The City shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the General Contractor, for any of the foregoing purposes, be deemed the agent of the City.
- 14.2.5 The General Contractor shall be responsible to provide and pay for extensions of water, gas, and electrical energy for means of using such utilities.
 - (i) Acceptance by the General Contractor of the use of water, gas and electrical energy furnished by the City constitutes a release from the General Contractor to the City of all claims and liability for any damages or losses which may be incurred by the General Contractor as a result of water, gas and electrical energy outages or voltage variations or surges, and the General Contractor's agreement to indemnify and hold the City harmless from such claims and liability asserted by any subcontractor(s).

**ARTICLE 15
GENERAL CONTRACTOR'S COMPENSATION**

- 15.1 **Unit Prices:** If any portion of the Contract Price is determined by the application of unit prices, the number of units contained in the General Contractor's Compensation Schedule is an estimate only, and the compensation to the General Contractor shall be determined by the actual number of units incorporated in, or required by, the Work.
- 15.2 **Schedule Of Values:** Within the time designated within this Contract for Construction, the General Contractor shall prepare and present to the City and the Professional the General Contractor's schedule of values, apportioning the Construction Contract Price among the different elements of the scope of the Work, for purposes of periodic and final payment. The General Contractor's Schedule of Values shall be presented in the format, and with such detail and supporting information, requested of the General Contractor by the Professional or City. The General Contractor shall not imbalance or artificially inflate any element of its Schedule of Values. If the Schedule of Values is determined to be inappropriate, or if any supporting documentation or data is deemed to be inadequate, the Schedule of Values shall be returned to the General Contractor for revision or for additional supporting documentation or data. Upon the Professional and City's acceptance of the Schedule of Values, as evidenced by the Professional's signature, the Schedule of Values shall be used to process and pay the General Contractor's payment requests and shall be deemed to constitute a reasonable, balanced basis for payment of the Contract Price to the General Contractor. The Schedule of Values shall not be changed without written change order authorized by the City.
- 15.3 **Invoicing Procedures:** In accordance with the procedures and requirements set forth in this Article, the General Contractor shall invoice the City and the City shall pay the General Contractor the Construction Contract Price.
 - 15.3.1 Not less than once every thirty (30) calendar days following the Commencement Date, but no more frequently than once per calendar month, the General Contractor shall submit invoices to the City requesting payment in accordance with the Schedule of Values for labor and services rendered during the preceding thirty (30) calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the City or the Professional requests. At a minimum the invoice shall:
 - (i) state the total Construction Contract Price;
 - (ii) state the amount due for labor, materials and equipment provided during the preceding 30 days; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at

the Site (or elsewhere if offsite storage is approved in writing by the City), be accompanied by written proof that the City has title to such materials or equipment and that such material and equipment is fully insured against loss or damage;

- (iii) provide an itemized statement or other general breakdown of the various phases or parts of the General Contractor's Scope of Work, as related to the Construction Contract Price;
- (iv) state the value of the various phases or parts actually performed during the period covered by the invoice;
- (v) state any previously invoiced amounts and credit payments made;
- (vi) state the total amount due, less any retainage; and,
- (vii) have attached such lien waivers, or other documentation verifying the General Contractor's payment to subcontractors and suppliers as the City or Professional may request, in their sole discretion.

15.4 **Payment Procedures:** The General Contractor's invoices, and any other requests for payments authorized by this Contract, must be approved by the Professional and must meet the minimum requirements set forth in section 15.3, above, as condition(s) precedent to the City's obligation to pay. Payments issued by the City shall be deemed timely if postmarked at least two (2) business days before the Payment Date identified in Paragraph 15.4.1 below, or any alternative payment due date stated in this Article.

15.4.1 The required payment date shall be either: (i) the date on which payment is due under the terms of this Construction Contract; or (ii) if such date is not established by the Contract, not more than forty-five days after goods or services are received or not more than forty-five days after an invoice in a form acceptable to the City is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial deliveries or executions, to the extent any such contract specifically provides for separate payment for such partial delivery or execution. In the event that any invoice contains a defect or impropriety which would prevent payment by the Payment Date, the City shall notify the General Contractor in writing of such defect or impropriety. Any disputed amounts determined by the City to be payable to the General Contractor shall be due thirty (30) days from the date the dispute is resolved.

15.4.2 The City's signature to this Construction Contract constitutes its certification that, as of the date of signature, public funds are available and have been appropriated in the amount specified in the original Contract documents as and for the Contract Price. Payment and performance obligations of the City are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City's obligations hereunder shall automatically expire, without liability or penalty to the City, and the General Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the products, supplies or services delivered under this Construction Contract. Within a reasonable time following City Council's adoption of a budget, the City shall provide the Contractor with written notice of any non-appropriation or unavailability of funds affecting this Contract.

15.4.3 If Contractor is an individual, then he or she shall register as a vendor with the City of Charlottesville and provide the City's Department of Finance with his Social Security Number *on or before* commencement of performance of construction services under this Contract. If Contractor is a proprietorship, partnership, or corporation, then Contractor shall register as a vendor with the City of Charlottesville and provide its federal employer identification number(s) to the City's Department of Finance *on or before* its commencement of performance of construction services under this Contract.

15.4.4 Unless otherwise specified within the Contract Documents, the City will make progress payments to the contractor, in installments based upon an estimated percentage of completion. With each installment, the contractor shall be paid at least ninety-five percent (95%) of the total amount earned, as determined and approved by the Professional, withholding the balance as retainage, to assure faithful performance of the contract. Amounts withheld may be included in the final payment to the contractor. Where the General Contractor utilizes a subcontractor in connection with a City construction contract, and the subcontract provides for progress payments, then the General Contractor shall be subject to the same percentage limitations with respect to progress payments made to subcontractors.

- 15.4.5 The General Contractor shall have the option to use an escrow account procedure for utilization of the City's retainage funds, when contracting directly with the City for contracts involving \$200,000 or more of public funds, where portions of the contract price are to be retained, where such contracts are for: construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, drainage structures and the installation of water, gas, sewer lines and pumping stations. In the event a Contractor elects to utilize the escrow account procedure, then any subcontract for such public project which provides for progress payments shall be subject to the same escrow account procedures.
- (i) The Contractor shall indicate its election to use the escrow account procedure, by completing the escrow agreement form and contract included in the Bid Documents for this Project. The form and contract shall be submitted to the City within fifteen (15) calendar days after the Contractor is notified of the award of the contract. If the escrow agreement form and contract are not submitted within the 15 day period, then the Contractor shall forfeit its right to the use of the escrow account procedure.
 - (ii) In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent, and the surety shall execute an escrow agreement form. The Contractor's escrow account shall be a trust company, bank or savings institution with its principal office located in the Commonwealth of Virginia.
 - (iii) This escrow account procedure shall not apply to public contracts for construction of railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities or the construction or maintenance of solid waste or recycling facilities and treatment plants.
- 15.5 **City's Right To Refuse Payment:** The Professional's approval of the General Contractor's invoice shall not preclude the City from exercising any of its remedies under this Contract. In the event of a dispute, payment shall be made on or before the Payment Date for amounts not in dispute, subject to any set-offs claimed by the City. The City shall have the right to refuse to make payment of any invoice, and, if necessary, may demand the return of a portion or all of the amount previously paid to the General Contractor due to:
- (i) the General Contractor's failure to perform its scope of the Work in compliance with the requirements of this Contract For Construction or any other agreement between the parties;
 - (ii) the General Contractor's failure to correctly and accurately represent the work performed in a payment request, or otherwise;
 - (iii) the General Contractor's performance of its scope of the Work at a rate or in a manner that, in the City's opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;
 - (iv) the General Contractor's failure to use funds previously paid the General Contractor by the City, to pay General Contractor's Project-related obligations including, but not limited to, the General Contractor's subcontractors, materialmen, and suppliers;
 - (v) claims made, or claims likely to be made, against: (a) the City, (b) the property which is the subject of this Construction Contract, or (c) the Professional. The General Contractor's failure to attach to any invoice the lien waivers or other documentation required by section 15.3.1 (vii) of this Construction Contract shall constitute *prima facie* evidence of such claims likely to be made;
 - (vi) loss caused by the General Contractor or the General Contractor's subcontractors, or suppliers; and,
 - (vii) the General Contractor's failure or refusal to perform any of its material obligations to the City.
- 15.6 **General Contractor's Right To Refuse Performance For Non-Payment:** If within thirty (30) calendar days from the applicable Payment Date, the City, without cause or basis under this Contract, fails to pay the General Contractor any amounts then due and payable to the General Contractor, the General Contractor shall have the right, in addition to all other rights and remedies contained herein, to cease performance of its scope of the Work until receipt of proper payment, after first providing fourteen (14) calendar days' advance written notice to the City of its intent to cease work.

- 15.7 **Correction Of Past Payments** : All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and shall be corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent payment by the Payment Date, the City shall notify the General Contractor in writing of such defect or impropriety. Any disputed amounts determined by the City to be payable to the General Contractor shall be due thirty (30) calendar days from the date the dispute is resolved.
- 15.8 **Interest On Outstanding Amounts Due:** No interest shall accrue when payment is delayed due to a dispute between the City and the Contractor, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. No interest shall accrue on any retainage which is withheld by the City to assure performance of this Contract.
- 15.9 **Invoice Warranties And Guarantees:** The General Contractor expressly warrants and guarantees to the City that:
- (i) title to all goods, products, materials, equipment and systems covered by an invoice will pass to the City;
 - (ii) all goods, products, materials, equipment and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances; and,
 - (iii) no goods, products, materials, equipment or systems covered by an invoice have been acquired by the General Contractor, or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the General Contractor, or its subcontractors or suppliers.
- 15.10 **General Contractor's Signature:** The signature of the General Contractor on any invoice constitutes the General Contractor's certification to the City that (i) the General Contractor's services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract; (ii) the General Contractor has paid its subcontractors and suppliers, if any, their proportional share of all previous payments received from the City; and, (iii) the amount requested is currently due and owing.
- 15.11 **Taxes:** The General Contractor shall incorporate into the Contract Price, and shall pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment and systems incorporated into its scope of the Work which were legally required at the time of execution of this Contract For Construction, whether or not yet effective or merely scheduled to go into effect. The General Contractor shall secure, defend, protect, hold harmless, and indemnify the City or Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the City and Related Parties by any taxing authority with respect to such taxes. The General Contractor shall cooperate with and assist the City in securing qualified refunds of any sales or use tax paid by the City or General Contractor on goods, products, materials, equipment or systems. Any refund secured shall be paid to the City.
- 15.12 **Compensation of General Contractor's Subcontractors and Suppliers** . Within seven days after receipt of amounts paid to the General Contractor by the City, for work performed by a subcontractor, the General Contractor shall take one of the following two actions: (i) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the sub contractor; or (ii) notify the City and the subcontractor, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment, specifying the factual basis and reason for the nonpayment. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment requirements with respect to each lower-tier subcontractor.
- 15.12.1 The City shall have no obligation to pay, and shall not be responsible for payments to the General Contractor's subcontractors or suppliers. However, the City reserves the right, but shall have no duty, to make payment jointly to the General Contractor and to any of its subcontractors or suppliers in the event that the City becomes aware that the General Contractor fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if utilized by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

- 15.13 **Final Payment:** Prior to becoming entitled to receive final payment, and as a condition precedent thereto, the General Contractor must achieve Final Completion. The City shall, subject to its rights set forth in this Contract for Construction, make final payment of all sums due the General Contractor within fourteen (14) calendar days of the Professional's execution of a final approval for payment.

ARTICLE 16 SCHEDULE REQUIREMENTS

- 16.1 **Construction Schedule:** The General Contractor shall submit to the City and to the Professional a Construction Schedule, which shall include all pertinent dates and periods for timely completion of the Work.
- 16.1.1 Unless otherwise directed and approved by the City, the General Contractor shall prepare the Construction Schedule as a critical path schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of off-Site requirements and tasks, so that the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Completion.
- 16.1.2 The Construction Schedule shall include
- (i) the required Commencement Date, and the required dates of Substantial Completion and Final Completion;
 - (ii) any guideline and milestone dates required by the City;
 - (iii) any applicable subcontractor and supplier sub-schedules;
 - (iv) a submittal schedule which allows sufficient time for review of documents and submittals;
 - (v) the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and,
 - (vi) required decision dates;
 - (vii) the critical path method (CPM) schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract, as opposed to a random (or scattered) format. It shall be time-scaled on a weekly basis, and it shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the Work, including not only the actual construction Work for each trade, but also the submission of shop drawings and other submittals for approval, approval of shop drawings by the Professional, placing of orders for materials, the manufacture and delivery of materials, the testing and installation of materials and equipment, and all Work activities to be performed. Failure to include any element of Work shall not excuse the General Contractor from completing all required Work within the time for completion established by the Contract Documents and any interim deadlines established therein. The General Contractor shall allow sufficient time in the CPM schedule for adverse weather anticipated and for the Professional to conduct whatever associated reviews or inspections as may be required under the Professional's contract with the City. If the Professional and the Contractor are unable to agree as to what constitutes sufficient time, the City shall determine the appropriate duration for such review or inspection activities.
 - (viii) Each Work activity shall be assigned a time estimate by the General Contractor. One day shall be the smallest time unit utilized.
 - (ix) The CPM schedule shall identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and shall clearly highlight all activities on the critical path. Total Float and free Float shall be indicated for each activity. Float time shall not be considered for the exclusive use or benefit of either the City or the General Contractor, but must be allocated in the best interest of completing the Work within the time established by the Contract document. Extensions of the time for

completion, when granted by Change Order, will be granted only when equitable time adjustment exceeds the total Float in the activity or path of activities affected by the change.

- (x) The CPM schedule shall also show what part of the Contract Price (expressed in U.S. dollars) is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.
 - (xi) The CPM schedule shall also show the planned workforce (crew size and number of crews) and the major pieces of equipment required for each activity on the schedule.
 - (xii) Acceptance of the schedule by the City does not indicate agreement with, nor any responsibility for, the proposed or actual duration of any activity shown on the accepted schedule. The General Contractor shall update the latest accepted CPM schedule as often as necessary to finish within the time for completion specified within the Contract Documents.
- 16.1.3 By reviewing the Construction Schedule, the City and the Professional do not assume any of the General Contractor's responsibility that the Construction Schedule be coordinated or complete, or for timely and orderly completion by the required dates of Substantial Completion and Final Completion, and any milestone dates required by the City, and review and acceptance of the Construction Schedule by the City and a Professional shall not relieve the General Contractor of any of its responsibilities established under this Contract.
- 16.1.4 The General Contractor shall review and compare, on a weekly basis, the actual status of the Work against the Construction Schedule. The General Contractor shall discuss, on a weekly basis, the status of the Work with the Professional.
- 16.1.5 The General Contractor shall periodically, but no less frequently than once per month prepare a revised Construction Schedule, showing actual progress of the Work through the revision date, projected completion of each remaining activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. In addition, a revised Construction Schedule shall be prepared by the General Contractor whenever the General Contractor anticipates that performance of the Work will be delayed or in fact has been delayed. Each updated Construction Schedule shall be accompanied by a narrative report which: (i) states and explains any modifications of the critical path schedule, if any, including any changes in logic; (ii) defines problem areas and lists areas of anticipated delays; (iii) explains the anticipated impact the problems and delays will have on the schedule and scheduled activities; (iv) reports corrective action taken or proposed; and, (v) states how problems anticipated by projections shown on the schedule will be resolved to avoid delay in delivering the Work by the required dates of Substantial Completion and Final Completion, and any other milestone dates established by this Contract.
- 16.1.6. The General Contractor, in submitting its bid, acknowledges that it has taken into consideration normal weather conditions. In addition to the specified anticipated days of adverse weather noted elsewhere in the Contract Documents, the Contractor shall anticipate one day of adverse weather impact for each day of actual adverse weather during the months of January, February, March and December (“adverse weather impact days”). Upon commencement of on-site Work and continuing throughout construction, the General Contractor shall keep a daily record of weather conditions, and shall record the occurrence of actual adverse weather days and any resultant impact to normally scheduled work. To be counted as an adverse weather delay day, adverse weather must prevent work on critical activities for fifty percent (50%) or more of a scheduled work day. The General Contractor shall submit to the Professional a written adverse weather report for each calendar month, to be submitted to the Professional within five (5) calendar days following the last day of the reporting month being reported. Failure to submit the required written report within the time specified shall constitute a waiver by the General Contractor of any and all claims for delay due to adverse weather conditions occurring during the month for which the report was required to be submitted.
- 16.1.7 The General Contractor’s critical path schedule must reflect anticipated adverse weather days, and adverse weather impact days, for all weather dependent activities.
- 16.1.8 The date established by the Contract Documents for Substantial Completion must be used in all schedules as the date on which Substantial Completion will be achieved. The General Contractor may plan for an

early completion; however, extensions of time, damages for delay, and all other matters between the City and the Contractor will be determined using the contractually required Substantial Completion date, not an early Substantial Completion date planned by the General Contractor.

- 16.2 **Delay In Performance:** If at any time the General Contractor anticipates that performance of the Work will be delayed or in fact has been delayed, the General Contractor shall: (i) immediately notify the designated Professional of the probable cause of and effect from the delay, and possible alternatives to minimize the delay; and (ii) take all corrective actions reasonably necessary to deliver the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates established by this Contract.
- 16.3 **Modifications To Time For Performance:** The General Contractor shall determine and promptly notify the City and the Professional(s) in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates established by this Contract, are necessary. No such adjustments shall be effective unless approved in writing by the City and Professional(s).
- 16.3.1 If the General Contractor wishes to make a claim for an increase in the time for performance, written notice shall be given to the City and to the Professional. The General Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work.
- 16.3.2 If the total number of actual weather days, plus adverse weather impact days, exceeds the anticipated adverse weather days specified in the Contract Documents, then the excess days may be used as a basis to determine whether the General Contractor is entitled to a time extension. If adverse weather conditions are the basis for a claim for additional time, any claim for such extension shall be documented by data substantiating that weather conditions were abnormal for the period of time, and that the weather conditions could not have been reasonably anticipated and had an adverse effect on the scheduled construction (e.g., that adverse weather conditions persisted for a time period exceeding the Contract Allowance for adverse weather days, etc.). All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of the delay) must be furnished to the City before any consideration will be given to a claim for an extension of time. Any claim for an extension of time under this paragraph must be supported by a delay in completion of the entire Project shown on the critical path of the accepted Schedule required by the Project. Extensions may be granted only for delays in completion of the Project, not for that portion of any delay that consumes only "float" time. A notice of claim for extension of time based on abnormal weather must be submitted to the City within the time specified in Paragraph 25.2 of these General Terms and Conditions; thereafter, the General Contractor shall have twenty-one (21) days from the last day of the calendar month in which the occurrence of bad weather that is the subject of the claim took place to submit all evidence and supporting data required by this paragraph. The provisions of this paragraph shall be read together with Paragraph 4 of the Special Terms and Conditions applicable to this contract, regarding the General Contractor's obligations to keep records and submit monthly reports tracking adverse weather conditions. For the purposes of compliance with Paragraph 25.2 of these General Conditions, a notice of claim based on adverse weather days received by the City within five (5) business days (i.e., Monday-Friday) of an adverse weather event occurrence shall be deemed submitted "at the time of occurrence" of that event.
- 16.4 **Early Completion:** General Contractor may attempt to achieve Substantial Completion on or before the required date of Substantial Completion. However, such planned early completion shall be for the General Contractor's sole convenience and shall not create any additional General Contractor rights or City obligations under this Contract For Construction, nor shall such early completion unilaterally change the required dates of Substantial Completion or Final Completion. The City shall not pay the General Contractor any additional compensation for achieving Substantial Completion or Final Completion prior to the required dates nor will the City owe the General Contractor any compensation, should the City cause the General Contractor not to achieve, or should the City decline to accept, Substantial Completion or Final Completion earlier than the dates established by this Contract.
- 16.5 **Modification Dates Of Substantial Completion Or Final Completion:** The General Contractor may propose modifications to the required dates of Substantial Completion or Final Completion. The City may (in its sole discretion), but is not required to accept General Contractor's proposal. Modification(s) of the required dates of Substantial Completion or Final Completion shall be accomplished only by duly authorized and accepted written change order(s) stating the new date(s) with specificity and reciting that all references in this Contract For Construction to the required dates of Substantial Completion or Final Completion shall thereafter refer to the date(s) as modified, and all rights and obligations, including the General Contractor's liability for actual damages, delay damages and liquidated damages, shall be determined in relation to the dates, as modified.

- 16.6 **Document Review:** The General Contractor shall provide documents to the City and the Professional for review in accordance with schedule requirements and with sufficient lead time to allow the City and the Professional reasonable time for review.
- 16.7. **Bar Graph Schedule:** For contracts with a price of \$100,000 or less, the City may elect to use of a Bar Graph Schedule, by notifying the Contractor, in writing, of that election (notice provided in bid documents or other contract documents, e.g. special conditions, shall suffice). Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other submittals for approval, approval of shop drawings by the Professional, the manufacture and delivery of material, the testing and installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. It shall be the General Contractor's sole responsibility to submit a schedule, and to keep the schedule updated, to provide for accomplishing Substantial Completion of the Work, and any interim deadlines, by the date(s) established within the Contract Documents. The General Contractor shall allow sufficient time in the schedule for adverse weather anticipated, and for the Professional to conduct whatever associated reviews or inspections as may be required under the Professional's contract with the City. If the Professional and the Contractor are unable to agree as to what constitutes sufficient time, the City shall determine the appropriate duration for such review or inspection activities.

ARTICLE 17 LIQUIDATED DAMAGES

- 17.1. **Time Is Of The Essence:** The parties hereto mutually understand and agree that time is of the essence in the performance of this Contract For Construction and that the City will incur damages if the General Contractor's scope of the Work is not completed in accordance with the required dates of Substantial Completion and Final Completion. The General Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that: (i) the Work progresses in accordance with the Construction Schedule; (ii) the Work is substantially completed by the required date of Substantial Completion; and (iii) the Work is finally complete by the date of Final Completion.
- 17.2 **Failure To Timely Achieve Completion:** The parties hereto mutually understand and agree that the City will sustain substantial monetary and other damages in the event of a failure or delay by the General Contractor in the completion of its scope of the Work. If the General Contractor inexcusably fails to achieve Substantial Completion by the date established by this Contract, then the General Contractor shall pay to the City, as liquidated damages for delay and not as a penalty, the daily amount specified in this Contract for Construction, for each and every day after the required date of Substantial Completion until actual Substantial Completion. This liquidated damages provision shall apply and remain in full force and effect in the event that General Contractor is terminated by City for default and shall apply until Substantial Completion has been achieved by any other contractor(s) hired to complete the Work. If the General Contractor inexcusably fails to achieve Final Completion by the required date of Final Completion established in this Contract, the General Contractor shall pay to the City, as liquidated damages for delay and not as a penalty, the daily amount specified in this Contract for Construction, for each and every day after the required date of Final Completion until actual Final Completion.

17.3 **Compensable or Excusable Delays:**

- (i) If the General Contractor is delayed at any time in the progress or performance of its scope of the Work by: (a) acts or omissions of the City ; (b) major changes ordered by the City in the Scope of Work; or (c) any other cause which the City determines may justify the compensation of the General Contractor for the delay (individually and together referred to as "Compensable Delays"), then the General Contractor's compensation shall be equitably adjusted to cover the General Contractor's actual and direct increased costs attributable to such Compensable Delay.
- (ii) If the General Contractor is delayed at any time in the progress or performance of its scope of the Work by: (a) acts or omissions of the City; (b) major changes ordered by the City in the Scope of Work; (c) fire; (d) unusual delays in transportation; (v) adverse unusual weather conditions not reasonably anticipated by the General Contractor; (e) unavoidable casualties; (f) causes beyond the General Contractor's control which the City agrees in writing are justifiable; or (g) any other cause which the City determines may justify the delay (individually and together referred to as "Excusable Delay"), then the

Construction Schedule shall be extended for a period equal to the length of such Excusable Delay, but only if:

- (1) the General Contractor gives notice of its delay claim to the City within the time specified in Section 25.2 of these General Terms and Conditions. For the purposes of compliance with Paragraph 25.2 of these General Conditions, a notice of claim received by the City within five (5) business days (i.e., Monday-Friday) after the beginning of such Excusable Delay shall be deemed submitted "at the time of occurrence" of the qualifying event. Following submission of the required notice of claim, the General Contractor shall have twenty-one (21) days from the last day of the calendar month in which the occurrence of the event that forms the basis of the claim took place to submit all evidence and supporting data that may be required by the City.
 - (2) the delay is not in any way caused by default or collusion on the part of the General Contractor, or by any cause which the General Contractor could reasonably control or circumvent; and
 - (3) the General Contractor would have otherwise been able to timely perform all of its obligation under this Contract, but for such delay.
- (iii) Any delay which does not qualify as a Compensable Delay or Excusable Delay under this Contract shall be deemed and designated an "Unexcused Delay."
- (iv) Delay caused by labor disputes, picketing, employee boycotts, or the like, which directly or indirectly involves employees of the General Contractor, or its subcontractors and suppliers, is not the responsibility of the City and will result in time extensions only if agreed to in writing by the City, at its sole discretion, at the time such events arise. The General Contractor shall notify the City in writing of any delay it attributes to labor disputes, picketing, employee boycotts, or the like, which directly or indirectly involves employees of the General Contractor, or its subcontractors and suppliers, immediately upon becoming aware thereof.

17.4 **City's Right To Withhold Payment:** When it reasonably believes (i) that Substantial Completion will be inexcusably delayed; or (ii) that the General Contractor will inexcusably fail to achieve Final Completion by the date of Final Completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the General Contractor the daily amount specified as and for liquidated damages for each calendar day of the unexcused delay. If and when the General Contractor overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the General Contractor those funds withheld, but no longer applicable, as liquidated damages;

ARTICLE 18 CONCEALED AND UNFORESEEN CONDITIONS

18.1 **Notification Regarding Unusual Conditions:** If (i) the General Contractor encounters concealed or unforeseen conditions, of an unusual nature, which may affect the performance of the Scope of Work; or (ii) the site conditions encountered vary from those indicated by the Construction Documents; and, (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the General Contractor, the General Contractor shall promptly, but in no event later than three (3) business days (i.e., Monday-Friday) after first encountering such conditions, notify the Professional and the City before conditions are disturbed, to give the Professional and the City an opportunity to observe the condition in its undisturbed state. The General Contractor may also choose to designate this notice as a notice of claim pursuant to Paragraph 25.2 of these General Conditions.

18.1.1 The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the General Contractor's cost of, or time required for, performance of its scope of the Work, the General Contractor's compensation or time for performance or both will be equitably adjusted.

18.1.2 Following receipt of the General Contractor's Notice any adjustments agreed to by the City with respect to the General Contractor's compensation or extensions of time attributable to unforeseen site conditions must be made by change order. Within fourteen (14) calendar days after the City notifies the General Contractor of the results of its investigation pursuant to Paragraph 18.1.1, the General Contractor shall (i) submit a proposed change order request (if the City has determined that an equitable adjustment should

be granted) or (ii) submit evidence and supporting documentation in support of any claim that the General Contractor may wish to pursue arising out of the circumstances that formed the basis of the notice given by the General Contractor pursuant to Paragraph 18.1.

- 18.1.3 The General Contractor's failure to notify the Professional and City as required by this Article shall constitute a waiver of any claims, of any nature whatsoever, arising out of or relating to such concealed or unknown condition.

ARTICLE 19 GENERAL CONTRACTOR'S RECORDS

- 19.1 **Preparation Of Records:** The General Contractor shall, concurrently with performance of its services, prepare written records substantiating and documenting all services rendered, construction performed and all goods furnished.
- 19.2 **Retention Of Records :** Except as otherwise specifically provided in this Construction Contract, the General Contractor shall keep and retain records performing to this Project, including, without limitation, copies of all specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings, electronic messages, transmissions or recordings, and other items which document the Project, its design, and its construction. The General Contractor shall maintain all such records for a period of five (5) years after the date of Final Completion, or for any longer period of time as may be required by law or good construction practice. If the General Contractor receives notification of a dispute or the commencement of litigation regarding the Project within this five (5) year period, the General Contractor shall continue to maintain all Project records until final resolution of the dispute or litigation.
- 19.3 **Access To Records:** Upon the request of the City, the General Contractor shall make its records available to the City (including, without limitation, the City's authorized or designated representatives), and to the representatives or agents of any state, federal or other regulatory authority requesting such records, during normal business hours. The City, as well as any state, federal or other regulatory authority, shall have the right to inspect, examine, review and copy the General Contractor's records at the copying party's reasonable expense. Failure by the General Contractor to keep or provide access to records required by this Contract shall be reason to exclude the related costs from amounts which might otherwise be payable by the City to the General Contractor under this Contract.

ARTICLE 20 PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

- 20.1 **Nature And Use Of Information:** All information, documents, and electronic media furnished by the City to the General Contractor (i) belong to the City; (ii) are proprietary records of the city; (iii) are furnished solely for use on the Project; (iv) shall be kept confidential by the General Contractor; and (v) shall not be used by the General Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the City hereunder is specifically authorized in writing by the City in advance. The City hereby grants to the General Contractor a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the Scope of Work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents.
- 20.2 **City Ownership Of Information:** All information, documents, and electronic media prepared by or on behalf of the General Contractor for the Project shall be and remain the sole property of the City free of any retention rights of the General Contractor. The General Contractor hereby grants to the City an unconditional right to use, for any purpose whatsoever, any information, documents or electronic media prepared by or on behalf of the General Contractor for the Project, free of any copyright claims, trade secret rights or other proprietary rights with respect to such documents.
- 20.3 **Disclosure Of Information:** The General Contractor shall not disclose any information it receives from the City to any other person or entity except to the extent necessary to allow it to perform its duties under this Contract For Construction.
- 20.4 **Instructions To Employees:** Because it is difficult to separate proprietary and confidential information from that which is not, the General Contractor shall instruct its employees and agents to regard all information which is not in the public domain as proprietary and confidential.

- 20.5 **Non-Publication:** Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the City's common law copyrights or other reserved rights.

ARTICLE 21 GENERAL INSURANCE REQUIREMENTS

21.1 **General Insurance Requirements :** Unless otherwise required, each Required Insurance policy:

- (i) shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
- (ii) shall be kept in force throughout performance of the General Contractor's services;
- (iii) shall be an occurrence policy;
- (iv) shall include completed operations insurance;
- (v) shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance;
- (v) where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in the Contract.

Each insurance policy required by this Agreement shall be endorsed to include the following clauses ("Required Endorsements"):

- (i) Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 30 days in advance; and
- (ii) The City of Charlottesville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with the City of Charlottesville.

21.2 **Proof Of Insurance:** Prior to performance of any services on the Project, the General Contractor shall (i) have all required insurance coverage in effect; and (ii) deliver to the City certificates of insurance for all lines of coverage which provides that the coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) deliver to the City endorsements to the policies which require the City and its officials, officers, and employees and agents be named as "additional insured". Policies which require this endorsement include:

Commercial General Liability and Auto Liability coverage (if required by contract).

Such endorsements must be approved by the City, acceptable endorsements include ISO forms CG 20 10 10 01 and CG 20 26 07 04, among others; and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums., The General Contractor shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the General Contractor shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that his insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the General Contractor or its subcontractors and suppliers.

- 21.3 **Effect Of Insurance:** Compliance with insurance requirements shall not relieve the General Contractor of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this Contract For Construction, and the City shall be entitled to pursue any remedy in law or equity if the General Contractor fails to comply with the contractual provisions of this Contract For Construction. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.
- 21.4 **Waiver Of Subrogation:** The General Contractor hereby releases and discharges the City of and from all liability to the General Contractor, and to anyone claiming by, through or under the General Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

ARTICLE 22 GENERAL BOND REQUIREMENTS

- 22.1 **General Bond Requirements:** The General Contractor shall be required to provide performance and payment bonds, and the penal sum of each bond shall be in an amount not less than the Contract Price, as adjusted by any change order(s). Each bond shall:
- (i) be in a form approved by the City and the City Attorney, be made payable to the City, and be filed with the City;
 - (ii) incorporate by reference the terms of this Contract For Construction;
 - (iii) be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13);
 - (iv) be executed by a company licensed and authorized to do business in the Commonwealth of Virginia;
 - (v) be accompanied by a power of attorney certifying that the person(s) executing the bond have the authority to do so;
 - (vi) be, in the case of a performance bond, conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract;
 - (vi) be, in the case of a payment bond, for the protection of claimants who have and fulfill contracts to supply labor or materials to the General Contractor, or to any subcontractors, in the prosecution of the Work which is the subject of this Contract for Construction;
 - (vii) be, in the case of a payment bond, conditioned upon the prompt payment for all labor or materials supplied to the General Contractor, or to any subcontractors, in the prosecution of the Work which is the subject of this Contract for Construction.
- 22.2 **Delivery Of Bonds:** The General Contractor shall deliver any required bond(s) and power(s) of attorney to the City prior to commencement of the Work.
- 22.3 **Subcontractor Bonds .** Nothing in this Article shall preclude the General Contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the subcontract conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor or furnishing materials as required by the subcontract.

ARTICLE 23 CITY'S RIGHT TO STOP WORK

- 23.1 **Cease And Desist Order:** If the General Contractor fails to perform, refuses to perform, or fails to correct defective Work as required, or if the General Contractor persistently fails to carry out the Work in accordance with the Contract, the City may, by written notice, order the General Contractor to cease and desist performing the Work until the cause for the order has been eliminated to the satisfaction of the City. Upon receipt of such

instruction, the General Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's order has been corrected, until the cause no longer exists, or until the City instructs the General Contractor in writing to resume performance of the Work.

- 23.1.1 The General Contractor shall not be entitled to an adjustment in the time for performance, or the Contract Price, as a result of any order to cease and desist, because any such stoppage is considered to be the fault of the General Contractor.
- 23.1.2 The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the General Contractor or any other individual or entity.
- 23.1.3 In the event the City issues instructions to cease and desist, and in the further event that the General Contractor fails and refuses within seven (7) calendar days to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the Work or any portion of the Work with its own forces, or with the forces of another contractor, and the General Contractor shall be responsible for the cost incurred by the City to carry out the Work.
- 23.1.4 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the General Contractor.

ARTICLE 24 TERMINATION OR SUSPENSION OF CONTRACT FOR CONSTRUCTION

24.1 Termination For Cause By City:

- 24.1.1 The City may terminate this Contract For Construction for cause if the General Contractor breaches this Contract For Construction, through any act or omission, by:
 - (i) refusing, failing, or being unable to properly manage or perform the Work required for the Project;
 - (ii) refusing, failing or being unable to maintain applicable schedules, or to supply the Project with sufficient numbers of workers, properly skilled workers, or proper materials;
 - (iii) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
 - (iv) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Site, the Work or the Project;
 - (v) refusing, failing or being unable to substantially perform in accordance with the terms of this Contract For Construction (including, without limitation, failure to comply with any required insurance provisions), or as otherwise defined elsewhere herein.
 - (vi) Each of the foregoing items shall be deemed a material breach and default of this Contract.
- 24.1.2 Upon the occurrence of any of the events described in Paragraph 24.1.1, the City may give notice to the General Contractor setting forth the nature of the default, requesting cure within seven (7) calendar days from the date of notice, and notifying the General Contractor that failure to cure within the 7 day period shall entitle the City to immediately terminate the Contract. At any time thereafter, if the General Contractor fails to initiate the cure and continue to cure the default, the City, without prejudice to any other rights or remedies, may take any or all of the following actions:
 - (i) complete all or any part of the General Contractor's scope of the Work, including supplying workers, material and equipment which the City deems expedient to complete the General Contractor's scope of the Work;
 - (ii) contract with other builder(s) to complete all or any part of the General Contractor's scope of the Work, including supplying workers, material and equipment which the City deems expedient to complete the General Contractor's work;

- (iii) take such other action as is necessary to correct such failure; and,
 - (iv) give notice to the General Contractor of immediate termination.
- 24.1.3 If the City terminates this Contract for cause, the City may also, without prejudice to any other rights and remedies:
- (i) take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the General Contractor;
 - (ii) directly pay the General Contractor's subcontractors and suppliers any compensation due to them from the General Contractor;
 - (iii) finish the General Contractor's Work by whatever means the City may deem expedient; and,
 - (iv) require the General Contractor to assign the General Contractor's right, title and interest in General Contractor's subcontracts or orders to the City.
- 24.1.4 If the City terminates this Contract for cause and takes possession of materials, tools, construction equipment and machinery on the Site owned or leased by the General Contractor, then the General Contractor's compensation shall be increased by fair payment, either by purchase or rental at the election of the City, for any materials, tools, construction equipment and machinery items retained, subject to the City's right to recover from the General Contractor its damages resulting from the termination of the Contract.
- 24.1.5 If the City terminates this Contract for cause and a court of competent jurisdiction subsequently determines the termination was without cause, then said termination shall be deemed a termination for convenience as set forth in Paragraph 24.3.

24.2 Termination For Cause By General Contractor:

- 24.2.1 The General Contractor may terminate this Contract For Construction for cause if the City materially breaches this Contract For Construction by:
- (i) refusing, failing or being unable to make payment to the General Contractor in accordance with the requirements of this Construction Contract, without just cause;
 - (ii) disregarding laws, ordinances, rules, regulations or orders of any Public authority or quasi-public authority having jurisdiction over any Project;
 - (iii) refusing, failing or being unable to substantially perform in accordance with the terms of this Contract For Construction.
- 24.2.2 Upon the occurrence of any of the events described in Paragraph 24.2.1, the General Contractor may give notice to the City setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the City fails to cure the default within seven (7) calendar days, the General Contractor, without prejudice to any rights or remedies, may give notice to the City of immediate termination.

24.3 Termination For Convenience: The City may terminate this Contract for Construction, at any time, for its convenience, upon thirty days' advance written notice to the General Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to the effective date of termination.

- 24.3.1 Upon receipt of written notice from the City of a termination for the City's convenience, the General Contractor shall cease operations as directed by the City in the notice; take any actions necessary, or any actions that the City may direct, for the protection and preservation of the Work; and, except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of a termination for the City's convenience, the General Contractor shall be entitled to receive payment for Work executed in

accordance with the Contract Documents prior to the effective termination date, in accordance with the approved Schedule of Values and Certificate(s) of Payment, and the General Contractor shall also be entitled to receive reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The General Contractor shall not be entitled to compensation or damages for lost profits, or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the amounts specified in this paragraph, the City shall have no further obligations to the General Contractor, of any nature whatsoever. In no event shall a termination for the convenience of the City terminate the obligations of the Contractor's surety on its payment or performance bond(s).

- 24.4 **General Contractor's Compensation When General Contractor Terminates For Cause:** If this Contract For Construction is terminated by the General Contractor pursuant to Paragraph 24.2 then the City shall pay the General Contractor specified amounts due for Work actually performed prior to the effective termination date. In addition, unless otherwise expressly agreed by the City and the General Contractor in writing, then the City shall pay the following additional amounts to the General Contractor:
- (i) reasonable direct costs incurred by the General Contractor in preparation for performance of the terminated portion of its scope of Work, plus a fair and reasonable allowance for costs incurred by the General Contractor in the process of effectuating the termination, and a fair and reasonable allowance for costs of overhead incurred by the General Contractor specifically in contemplation of its performance of the terminated portion of its scope of Work.
 - (ii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or supplier orders. These costs shall not include amounts paid in accordance with other provisions hereof.
- 24.5 **General Contractor's Compensation When City Terminates For Cause:** If this Contract For Construction is terminated by the City for cause, no further payment shall be made to the General Contractor until Final Completion of the Project. Upon Final Completion the General Contractor shall be paid the remainder of the Contract Price less all costs and damages incurred by the City as a result of the default of the General Contractor, including liquidated damages applicable thereto.
- 24.6 **Limitation On Termination Compensation:** Regardless of the reason for termination or the party terminating, the total sum paid to the General Contractor shall not exceed the Contract Price, as properly adjusted and reduced by the amount of payments previously made and any penalties or deductions incurred pursuant to any other provision of this Contract, and shall in no event include any duplication of payment(s).
- 24.7 **General Contractor's Responsibility Upon Termination:** Regardless of the reason for termination or the party terminating, if this Contract For Construction is terminated, the General Contractor shall, unless notified otherwise by the City,
- (i) immediately stop work;
 - (ii) reduce its staff, services and outstanding Commitments in order to minimize the cost of termination;
 - (iii) terminate outstanding orders and subcontracts;
 - (iv) settle the liabilities and claims arising out of the termination of subcontracts and orders; and,
 - (v) transfer title and deliver to the City such completed or partially completed Work, and, if paid for by the City, materials, equipment, parts, fixtures, information and such contract rights as the General Contractor has.
- 24.8 **Lack Of Duty To Terminate:** The right to terminate or suspend the Work shall not give rise to a duty on the part of either the City or the General Contractor to exercise that right for the benefit of the City, General Contractor or any other persons or entities.
- 24.9 **Limitation On Termination Claim:** If the General Contractor fails to file a claim within sixty (60) days from the effective date of termination, the City shall not be obligated to pay the General Contractor any amount other than that owed to the General Contractor for services actually performed and expenses actually incurred prior to the effective termination date.

- 24.10. **Availability and Appropriation of Funds.** Payment and performance obligations of the City, beyond those appropriated in the initial fiscal year of this Contract, are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City's obligations hereunder shall automatically expire, without liability or penalty to the City.

ARTICLE 25
APPLICABLE LAW AND DISPUTE RESOLUTION

- 25.1 **Applicable State Law:** This Contract For Construction shall be deemed to be entered into in the Commonwealth of Virginia and the City of Charlottesville, Virginia. The Contract shall, in all aspects, be governed by and interpreted under the laws of the Commonwealth of Virginia.
- (i) as required by Va. Code §2.2-4311, during performance of this contract, the General Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the General Contractor. The General Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor, shall state that such General Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section. The General Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - (ii) as required by Va. Code §2.2-4312, during performance of this contract, the General Contractor shall (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the Contractor in accordance with this procurement transaction, where the Contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of services in connection with the contract.
- 25.2 **Contract Claims, Submission to City.** Contractual claims, whether for money or other relief, shall be submitted to the City in writing no later than sixty (60) days after final payment; however, written notice of the General Contractor's intention to file any such claim shall have been given by the General Contractor to the City at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude the City from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the Work. Pendency of claims shall not delay payment of any amounts agreed by the parties to be due in the final payment.
- 25.3 **Administrative Appeals to City.** The City has established an administrative appeals process for resolution of the following types of claims: protests of a decision to award a contract; award of a contract; appeals from refusals to allow a withdrawal of bids; appeals from disqualifications of bidders (including, without limitation, refusals to pre-qualify bidders and decisions to debar a contractor); appeals from determinations of non-responsibility; and appeals from decisions on disputes arising during the performance of a contract. The established procedure is as follows:
- 25.3.1 All administrative appeals shall be directed to the City's Director of Finance within ten (10) days of the time the bidder or contractor knows or should have known of the matter being disputed, protested or

appealed, except that (i) appeals from disqualifications (e.g., refusal to pre-qualify, decision to debar) may be filed within thirty (30) days of the receipt of notice of the action taken, and (ii) appeals from decisions on disputes arising during the performance of a contract may be initiated at any time within six (6) months of the final decision on the claim. The appeal shall be in writing, and shall set forth in detail the factual circumstances forming the basis for the appeal.

25.3.2 The Director of Finance, or his/her designee, shall conduct an investigation and shall render a written decision within ten (10) days of receiving an appeal. In the course of investigation the Director of Finance may request additional written details, may request meetings of the parties involved, and may schedule a hearing at which the parties involved shall appear in person and present further information. No such hearing shall affect any bidder or contractor's right to request a hearing before the City's Administrative Appeals Board if the bidder or contractor is not satisfied with the ultimate decision of the Director of Finance.

25.3.3 Within five (5) days of receipt of the decision of the City's Director of Finance, a bidder or contractor may contact the City Attorney, in writing, to request a hearing before the City's Administrative Appeals Board. The written request for a hearing shall clearly identify the decision being appealed and shall clearly set forth the factual circumstances forming the basis for the appeal. A hearing before the Administrative Appeals Board shall be scheduled to be held either within ten (10) days following the receipt by the City Attorney's Office of the written request for an appeal, or as soon thereafter as the schedules of the members of the Administrative Appeals Board reasonably permit.

- (i) A hearing before the Administrative Appeals Board shall be conducted in accordance with the Virginia Freedom of Information Act, i.e., unless allowed by law to be closed, hearings before the Administrative Appeals Board shall be conducted as public meetings.
- (ii) Any party to the appeal (i.e., either the bidder/contractor or the City, or both) may be represented by an attorney. Each party shall be provided a reasonable period of time in which to state its position and to present pertinent information. Each party shall be entitled to present witnesses in support of its position, and to cross-examine any witnesses called by the other party. Nevertheless, the hearing shall be conducted as an informal proceeding rather than a judicial-type trial. Although formal, legal rules of evidence shall not apply, the Board shall be free to limit or exclude evidence it deems to be irrelevant or redundant, as well as to limit testimony and argument, as may be necessary to reasonably expedite the appeal proceedings.
- (iii) Following the hearing, the Board shall issue a written decision on the appeal, containing its findings of fact and its conclusions, within thirty (30) days after the conclusion of the hearing. The Board's findings of fact shall be final and conclusive and shall not be set aside unless they are fraudulent, arbitrary or capricious; so grossly erroneous as to imply bad faith; or in the case of a denial of pre-qualification, if the findings were not based upon the criteria for denial of pre-qualification.
- (iv) Any party to the administrative procedure, including the City, shall be entitled to institute judicial review of the Board's decision, if such action is brought within thirty (30) days of receipt of the written decision. Any such legal action shall be subject to the applicable provisions of the Virginia Code, Title 11, Chapter 7, Article 3.

25.4. **Court Actions:** Except as expressly prohibited by law:

- (i) all legal actions hereunder shall be litigated and prosecuted only in the state or federal court districts located in Charlottesville, Virginia, and only in such courts which have subject matter jurisdiction with respect to the matter in controversy. Notwithstanding the foregoing, any final judgment may be enforced in other jurisdictions in any manner provided by law;
- (ii) the choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;
- (iii) the parties waive any right to assert the doctrine of forum *non conveniens* or to object to venue; and,

(iv) the parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

25.5 **Mutual Discussion:** In case of any dispute, claim, question or disagreement arising from or relating to the Project or arising out of this Contract For Construction or the breach thereof, the parties shall first attempt resolution through mutual discussion.

25.6 **Arbitration Preclusion:** In case of a dispute relating to the Project, or arising out of this Contract For Construction, no party to this Contract For Construction shall be required to participate in or be bound by, any arbitration proceedings.

ARTICLE 26 DAMAGES AND REMEDIES

26.1 **General Contractor's Repair:** The General Contractor shall, at its expense, promptly correct, repair, or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in this Contract For Construction, or any other applicable warranty or guarantee.

26.2 **General Contractor's Reimbursement:** The General Contractor shall promptly reimburse the City for any expenses or damages incurred by the City as a result of (i) the General Contractor's failure to substantially perform in accordance with the terms of this Contract For Construction; (ii) deficiencies or conflicts in the Construction Documents attributable to the General Contractor or of which the General Contractor was or should have been aware; (iii) breach of the warranties and guarantees set forth in this Contract For Construction or any other applicable warranty or guarantee; or (iv) other acts or omissions of the General Contractor.

26.3 **General Indemnity:** To the fullest extent permitted by law the General Contractor shall secure, defend, protect, hold harmless, and indemnify the City from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the City allegedly or actually arising out of or resulting from the General Contractor's services, including without limitation, any breach of contract or negligent act or omission (i) of the General Contractor; or (ii) of the General Contractor's subcontractors or suppliers, or (iii) of the agents, employees or servants of the General Contractor or its subcontractors or suppliers.

26.3.1 To the fullest extent permitted by the law of the Commonwealth of Virginia, the General Contractor, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the City or the City's Related Parties pursuant to the indemnification provision contained in the paragraph above.

26.4 **Royalties, Patents and Copyrights:** The General Contractor shall pay all royalties and license fees. To the fullest extent permitted by law, the General Contractor shall defend, protect, hold harmless, and indemnify the City from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights. The General Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is expressly required by the Contract Documents or where the copyright or patent violation(s) are contained in drawings, specifications or other documents prepared by the owner or Professional. However, if the General Contractor has reason to believe that a required design, process or product is an infringement of a copyright or patent, the General Contractor shall be responsible for such loss unless such information is promptly given to the City.

26.5 **Non-Exclusivity Of City's Remedies:** The City's selection of any one or more remedies allowed by this Contract for breach hereof shall not limit the City's right to invoke any other remedy available to the City at law or by virtue of any other provision of this Contract.

- 26.6 **Waiver Of Damages:** The General Contractor shall not be entitled to, and hereby waives any monetary claims and damages, of any nature whatsoever, arising from or related to any of the following: lost income, lost profits, lost financing, loss of reputation, lost business opportunities, loss of management or employee productivity or of the services of such persons; unabsorbed overhead, and principal office expenses (including, without limitation, the compensation of personnel stationed there, for losses of financing, business and reputation and for loss of profit). Nothing contained in this paragraph shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.
- 26.7 **Interest:** The City is entitled to interest on all amounts due from the General Contractor that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Such interest shall be calculated and shall accrue at a rate of one percent (1%) per month.

ARTICLE 27 ADA COMPLIANCE AND NON-VISUAL ACCESS TO DOCUMENTS

- 27.1 **Americans With Disabilities Act Compliance:** If the City requests a formal report or work product, the Contractor is required to deliver the report to comply with the Americans with Disabilities Act (ADA) and, as may be applicable, the Rehabilitation Act of 1973. The formal report shall be provided in a .PDF; HTML or other text-based format in which optical character recognition is provided, and in which any photographs, images, diagrams, maps, etc. are marked by adequate "alt tags" and "long description tags," to the end that the contents of the report will be readable by a screen reader for the sight impaired.
- 27.2 **Section 508 Compliance:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville (the "City") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Act, §2.2-3500 through 2.2-3504 of the Code of Virginia.
- 27.3 **Non-Visual Access To Technology:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
- i. Effective, interactive control and use of the Technology shall be readily achievable by non-visual means;
 - ii. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - iii. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - iv. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the forgoing nonvisual access standards shall not be required if the City determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available, or (iii) exclusion of the technology access clause is otherwise justified in accordance with applicable laws.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the forgoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

IV.

SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

- A. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
- B. **APPLICABLE LAWS & COURTS**: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- D. **BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non-registered vendor. Go to www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- E. **DEBARMENT STATUS**: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. **ETHICS IN PUBLIC CONTRACTING**: Per *Code of Virginia, 2.2-4367*: By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- G. **INSURANCE**: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and Employer's Liability Insurance for the Contractor's employees engaged in the Work under this Contract, in accordance with statutory requirements of the Commonwealth of Virginia. All Contractor's employees engaged in Work under this contract shall be covered under this insurance, regardless of any waiver or exclusion allowed by law. The Contractor shall require each of his subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:

\$100,000 per employee for Bodily Injury.

\$100,000 per employee for disease

\$500,000 per policy for disease

The Worker's Compensation shall specifically include coverage in the state of Virginia, and the Employer's Liability Insurance policy shall include coverage for "all states" or "other states"

Commercial General Liability Insurance – Policy shall cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or

indirectly employed by any of them. Such insurance shall include Contractual Liability Insurance covering the requirements outlined in the General Conditions. **This insurance shall name the City and its officials, officers, and employees and agents as “additional insureds” by endorsement to the Commercial General Liability policy.** Such policy shall not have a restriction on the limits of coverage provided to the City of Charlottesville as an additional insured. The City of Charlottesville shall be entitled to protection up to the full limits of the Contractor’s policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor. The Policy shall have the following minimum limits:

\$2,000,000 Each Occurrence Limit
\$4,000,000 General Aggregate Limit
\$2,000,000 Personal and Advertising Injury Limit
\$4,000,000 Products and Completed Operations Aggregate Limit
\$5,000 Medical Expense Limit

This insurance shall include the following provisions and /or endorsements:

The General Aggregate limit shall apply on a “per project” and on a “per location” basis; Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, Subcontractors and independent contractors; The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability shall be covered for a period of at least three years after completion of the Work.

The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in these Contract Documents in the minimum amounts required by the Owner and the Contractor (which shall be the amounts required by this paragraph unless otherwise agreed in writing by Owner), during the term of their subcontracts.

Commercial Automobile Liability Insurance, which includes contractual liability coverage and coverage for all owned, hired, non-owned and borrowed vehicles used to complete the work as specified in the scope of service. Limits shall not be less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, or One Million Dollars (\$1,000,000), combined single limit. Such policy shall not have a restriction on the limits of coverage provided to the City of Charlottesville. The City of Charlottesville shall be entitled to protection up to the full limits of the Contractor’s policy regardless of the minimum requirements specified in this contract.

Umbrella or Excess Liability Coverage policy will be written on an occurrence basis and shall *follow form*, without exclusions, to the underlying Commercial General Liability and Auto Liability policies which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, personal/advertising injury; (ii) includes coverage for all owned, hired and non-owned vehicles; (iii) has coverage limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and aggregate. The City of Charlottesville shall be entitled to protection up to the full limits of the Offeror’s policy regardless of the minimum requirements specified in this contract.

All insurance coverage:

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

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. (**See Attachment A for a Sample C.O.I. and Guide to the Acord Form**). The Bidder shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City endorsements to the policies which require

the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Bidder shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Bidder shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Bidder or its subcontractors and suppliers.

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

Waiver Of Subrogation: The Bidder agrees to release and discharge the City of and from all liability to the Bidder, and to anyone claiming by, through or under the Bidder, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this IFB shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

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

- H. **OWNERSHIP OF DOCUMENTS:** All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.
- I. **PERMITS AND FEES:** All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The bidder must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- J. **PRECEDENCE OF TERMS:** In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **QUALIFICATIONS OF BIDDERS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

- M. AWARD TO MULTIPLE BIDDERS: The City reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- N. RENEWAL OF CONTRACT: Contract shall be from June 15, 2022 –June 14 30, 2023 with the option to renew for up to (4) four additional one year periods if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
- O. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices of actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- P. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

Q. Anti-Discrimination: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V.

**SUPPLEMENTAL TERMS AND CONDITIONS
FOR CONSTRUCTION CONTRACTS**

ARTICLE 1	LAWS, CODE AND WORK STANDARD
ARTICLE 2	DIFFERING SITE CONDITIONS
ARTICLE 3	KNOWLEDGE OF CONDITIONS AFFECTING THE WORK
ARTICLE 4	WORK OUTSIDE REGULAR HOURS
ARTICLE 5	PROTECTION OF WORK AND WORK SITE SAFETY
ARTICLE 6	CLEAN-UP
ARTICLE 7	COMPLAINTS
ARTICLE 8	EXISTING UTILITIES
ARTICLE 9	PRE-CONSTRUCTION CONFERENCE
ARTICLE 10	MEETINGS
ARTICLE 11	PUBLIC RELATIONS
ARTICLE 12	CARE OF EXISTING STRUCTURES
ARTICLE 13	RIGHT OF OCCUPANCY
ARTICLE 14	DEMOLITION AND REMOVAL
ARTICLE 15	TEMPORARY FACILITIES AND SERVICES
ARTICLE 16	PROTECTION OF PROPOERTY AND THE PUBLIC
ARTICLE 17	EROSION AND SEDIMENT CONTROL
ARTICLE 18	PROTECTION OF BRICK, COBBLESTONE, CONCRETE, ASPHALT AND TURF SURFACES
ARTICLE 19	DISRUPTION OF SERVICES
ARTICLE 20	ACCIDENT PREVENTION AND SAFETY
ARTICLE 21	TEMPORARY FACILITIES
ARTICLE 22	TEMPORARY TOILETS
ARTICLE 23	WASTE USED IN CONSTRUCTION
ARTILCE 24	ELECTRICITY
ARTICLE 25	OFFICES AND STORAGE
ARTICLE 26	RESTORATION – SPECIFICATIONS AND REFERENCES
ARTICLE 27	PAVEMENT RESTORATION
ARTICLE 28	TESTING SERVICEDS AND QUALITY ASSURANCE
ARTICLE 29	EXCAVATIONS

All work is to be constructed in accordance with all City of Charlottesville Standards and Design Manual, City of Charlottesville Code of Ordinances Virginia Department of Transportation Road and Bridge Specification and Standards, VDOT Work Area Protection Manual (most current addition), applicable laws, statutes, building codes, rules and regulations and all documents referenced in these standards.

The contract documents shall provide additional construction standards to be used in conjunction with the aforementioned references. Individual projects may have supplemental details and specifications. When in conflict, City of Charlottesville standards shall govern.

ARTICLE 1 LAWS, CODE AND WORK STANDARDS

The Contractor is also alerted that various "Standards" are used herein for reference and criteria and that he should obtain copies for his general use and protection. Abbreviated titles are used throughout these Specifications and although most of them are widely known, their complete titles are given below in order to avoid any misunderstanding.

AASHTO	American Association of State Highway and Transportation officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
VDH	Virginia Department of Health
VDOT	Virginia Department of Transportation
VESCH	Virginia Erosion and Sediment Control Handbook

The above list shall not be considered complete, as there are other "Standards" used, however in most cases complete titles have been given.

Wherever "Standards" are indicated herein for reference, the referenced portion shall have the same force and effect as if it were included herein in its entirety, latest revision of publication

ARTICLE 2 DIFFERING SITE CONDITIONS

- (a) The Contractor shall promptly and before the conditions are disturbed, but in any event no later than three (3) calendar days after discovery of the relevant conditions, give a written notice to the Utilities Operations Manager or Gas Utility Engineer of unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract.
- (b) The Utilities Operations Manager or Gas Utility Engineer shall investigate the site conditions after receiving the notice. If the Utilities Operations Manager or Gas Utility Engineer determines that the conditions do materially so differ and cause an increase or decrease in the cost or time required for performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment, excluding loss of anticipated profits, shall be made under this paragraph and the contract shall be modified in writing accordingly.
- (c) No adjustment resulting in a benefit to the Contractor will be allowed, including time, unless the Contractor gives the timely written notice required.
- (d) No adjustment resulting in a benefit to the Contractor will be allowed if the Contractor's written notice is submitted after final payment under this contract.
- (e) Failure to agree upon any adjustment shall be a dispute under the General Terms and Conditions Article 25 Applicable Law and Dispute Resolution.

**ARTICLE 3
KNOWLEDGE OF CONDITIONS AFFECTING THE WORK**

As evidenced by its submission of a bid and the signing of a contract to perform the work, the Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- (1) Conditions bearing upon transportation, disposal, handling, and storage of materials
- (2) The availability of labor, water, electric power, and roads
- (3) Uncertainties of weather, river stages, or similar physical conditions at the site
- (4) The conformation and conditions of the ground
- (5) The character of equipment and facilities needed prior to and during work performance
- (6) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface obstacles to be encountered. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the City.

The City assumes no responsibility for any conclusions or interpretations made by the Contractor. The City will not be bound by any understanding reached or representation made concerning interpretation of contract provisions or conditions affecting the work unless the understanding or representation is expressly stated in the Contract.

**ARTICLE 4
WORK OUTSIDE REGULAR HOURS**

Regular work hours are 7:30 a.m. to 5:00 p.m. The regular workweek is Monday through Friday except City scheduled holidays and special events.

The Contractor may work outside regular hours (but not at busy intersections during peak commuting hours) or on holidays with the approval of the Utilities Operations Manager or Gas Utility Engineer. The contractor shall notify the City two (2) days in advance to allow arrangements to be made for proper inspection. The contractor shall not work on Sunday or past sunset without the approval of the Utilities Operations Manager or Gas Utility Engineer.

**ARTICLE 5
PROTECTION OF WORK AND WORK SITE SAFETY**

Contractor shall use all due care and diligence, and shall furnish material and equipment as necessary to protect all work performed against all loss or damage until such time as the City accepts the work. The Contractor must provide for the safe maintenance of the work for after hours and weekends (safety barricades and lights, trench cover, temporary street lights). The Contractor shall use due care, diligence, shall furnish material and equipment, as necessary to protect all adjacent properties, pedestrians and vehicle traffic.

Any such loss or damage resulting from the Contractor's failure to use due care and diligence hereunder shall be repaired or replaced by the Contractor in a manner satisfactory to the City at the Contractor's expense.

Contractor shall designate a person to be available, by phone or pager, after hours, weekends and holidays to handle complaints regarding the above, and shall identify that person for the City.

**ARTICLE 6
CLEAN-UP**

Contractor shall keep all job sites clean and orderly insofar as is reasonable for the type of work performed, and shall leave all job sites clear and clean of equipment, materials, and debris at the conclusion of the work, to the satisfaction of the City.

The Contractor shall promptly repair all road, street, or sidewalk pavement disturbed during the work and prior to reopening to public use.

**ARTICLE 7
COMPLAINTS**

All complaints received from persons and property owners of any nature whatsoever, including complaints for property damage, bodily injury, and death, shall be reported to the Project Manager immediately. Complaints that require action by the contractor shall be completed by the Contractor within 48 hours of notice from the Project Manager or his representative.

**ARTICLE 8
EXISTING UTILITIES**

There are or may be other utilities located within the project. It is the responsibility of the Contractor to become aware of the locations of all underground utilities. The Contractor shall notify Miss Utility at least forty -eight (48) hours prior to construction to allow the utility companies to mark and locate buried utilities if applicable.

It shall be the responsibility of the Contractor to protect all underground utilities and hand dig \pm 2 ft. of known and or marked locations of buried utilities. It shall be the responsibility of the Contractor to replace or repair any damage occurring during construction at the Contractor's expense.

**ARTICLE 9
PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference will be held during the period after the award of the Contract and before the mobilization phase of the project.

The Utilities Operations Manager or Gas Utility Engineer will discuss requirements of such matters as project coordination and review, construction schedules, progress schedules, and reports, Contract Change Orders, Insurance, Safety, Accommodation to Traffic, and other items pertinent to the Project.

All parties to this conference should be prepared to discuss any problems anticipated with the execution of the work under this Contract.

ARTICLE 10 MEE

Project Meetings

Project progress meetings shall be held once every month at a site and time mutually agreeable to the City Representative and Contractor if deemed necessary by City. City will establish if a monthly meeting is necessary during the pre -construction conference.

Meetings shall be conducted by the City Representative and shall be attended by principals or their designated representatives, of the Contractor and major subcontractors. Minutes of such meetings shall be recorded and distributed by the Contractor with City review and approval.

At the request of either the Project Manager or Contractor, additional meetings shall be held as required for the proper execution of the work.

Contractors and Subcontractors Meetings

The Engineer shall have the right to call together at reasonable times designated by him, representatives of the Contractor and subcontractors who shall meet at the office of the Contractor, at the job site, or elsewhere as specified by the Engineer, to report as to the condition of the work under their charge, or on any other matters pertinent to the conduct of the Work.

- a) Such representatives shall be empowered to make at these meetings, definite decisions binding upon their respective employers, regarding all matters pertaining to the work under this Contract.
- b) The Contractor shall furnish to the Engineer, in writing, the names, addresses and telephone numbers of Contractor's and principal subcontractors' personnel to be contacted in the event of an out-of-hours emergency at the construction site. The Contractor shall also maintain a similar list readily visible from the outside of the field office or in the possession of the Contractor's superintendent on the job site.

ARTICLE 11 PUBLIC RELATIONS

Maintenance of good relations with the general public, owners and tenants of private property both abutting the work and on private easements, and other utility companies is of paramount concern to the City. The Contractor must do everything in its power to maintain these good relations. This includes but is not limited to:

- advance written notice of work to adjacent owners;
- maintenance of a clean work area; and material storage;
- prompt restoration of disturbed work areas;
- compliance with City permit conditions; traffic control plan for vehicles and pedestrians
- protection of other utilities.

ARTICLE 12 CARE OF EXISTING STRUCTURES

All existing fences, underground pipes, cables, conduits, curbing, curb and gutter, sidewalks or other structures in the vicinity of the work, shall be supported and protected from injury by the Contractor in a manner approved by the City Engineering Office and Utilities Operations Manager or Gas Utility Engineer during the construction and until completion of the work. The Contractor shall be liable for all damage done to such structures, as above provided, and shall save and keep the City harmless from any liability expenses for injuries, damages or repairs to same.

It is the intent of this section to have the work area left clean and restored as nearly as possible to its pre-construction condition. Any trees, shrubs or vegetation that are damaged as a result of contractor work will be repaired or replaced at Contractor's expense, as deemed appropriate by the City's inspector.

ARTICLE 13 RIGHT OF OCCUPANCY

The City shall have the right prior to the completion of the project to use such portions of the systems have, in the opinion of the City, been completed to such a degree as to permit such usage, provided that such usage does not hamper the Contractor from completing the contract. The Contractor shall make every effort to assist the City to use such available and useful portions of the system. The use and occupancy of any portion of the system shall not be construed as acceptance of the complete system and will not constitute a waiver of any of the provisions of the contract.

ARTICLE 14
DEMOLITION AND REMOVAL

Demolition includes selective wrecking of existing above or below ground structures and appurtenances as specified by the City of Charlottesville.

Related Documents

Drawings and general provisions of Contract, including General Conditions and Division -1 Specifications sections, apply to work of this section.

Job Conditions

Condition of Structures: The City assumes no responsibility for actual condition of structures to be demolished and removed.

Conditions existing at time of inspection for bidding purposes will be maintained by City insofar as practicable.

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

Explosives: Use of explosives will not be permitted

Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent properties, structures, other facilities, and persons.

Provide, install, and maintain safety barriers in accordance with the requirements and provisions of the current local, state and federal regulations.

Damages: Contractor will promptly repair damages caused to adjacent facilities by demolition operations at the Contractors expense.

Submittals

The Contractor shall provide two (2) copies of the proposed Progress Schedule including alteration of utility services in a timely manner that facilitates advance coordination and notifications.

Pollution Controls

Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection. The use of water on the job site may be subject to all City water conservation policies in place at the time of construction.

Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

Clean adjacent areas to site of dust, dirt and debris caused by demolition operations, as directed by the Utilities Operations Manager or Gas Utility Engineer. Return adjacent areas to condition existing prior to the start of work.

Demolition

Using methods required to complete work within limitations of governing regulations, proceed with demolition in a systematic manner.

Demolish and remove structure(s) to make way for new construction indicated or specified, or as may become necessary to accomplish desired results. No extra charge may be made for demolition of work not specifically indicated or specified unless, in the Project Manager's opinion, it is beyond the scope of the Contract Documents.

Demolition shall be accomplished with care so that existing pipes will be undamaged. Work shall be done with extreme care to prevent risk or harm to persons or property. Clear away accumulated debris to the extent that it will not interfere with work, safety, or passage.

Disposal of Demolished Materials and Debris

General: Remove all debris, rubbish, and other materials resulting from demolition operations and dispose of properly.

The Contractor shall be responsible for satisfying any and all erosion control requirements for any land disturbing activities, including but not limited to on-site or offsite borrow, on-site or offsite stockpiling or disposal of waste materials.

Removal

Transport materials removed from area and dispose of at a location as provided by the Contractor, and according to federal, state, and local regulations governing said disposal.

ARTICLE 15 TEMPORARY FACILITIES AND SERVICES

The Contractor shall be responsible for arranging and providing general services and temporary facilities as specified herein as otherwise required for proper and expeditious prosecution of work. The Contractor shall pay all costs for such general services and temporary facilities, except as otherwise specified, until Final Acceptance of Work and shall remove same at completion of Work.

- a) The contractor shall be responsible for placing "Dear Neighbor" door hanger notifications on the front door of all residences directly affected by the construction and "Sidewalk Safety" signs at each location with working crews at least 1 week prior to the start of any work at that location. The notifications and signs shall be furnished and installed by the contractor and paid for as part of the work order agreement.
- b) All such services and facilities shall comply with applicable Federal, State, and Local regulations.

ARTICLE 16 PROTECTION OF PROPERTY AND THE PUBLIC

Construct all fences, barricades and protective facilities required for the protection of the public in accordance with state regulations and for the protection of existing buildings and improvements. Furnish and install all signs, lights, reflectors, and all such protection facilities as may be required.

Contractor shall save the Owner harmless from all claims arising from the use of public streets, sidewalks, and adjoining premises for construction purposes.

Contractor shall keep all access roads and walks clear of debris, materials, construction plant and equipment during construction operations. Contractor shall repair streets, drives, curbs, sidewalks, walkways, fences, poles, property boundary markers and the like where disturbed by construction operations and leave them in as good a condition after completion of the work as before the operations started.

ARTICLE 17 EROSION AND SEDIMENT CONTROL

Comply with all requirements of the *Virginia Erosion and Sediment Control Handbook*, latest edition.

Structures: Provide temporary drainage and erosion control facilities during the construction period as required, removing same as permanent work is completed and stabilized. Erosion control devices will not be measured and paid for as a separate pay item. Its cost will be included in the unit prices of other pay items and shall be considered incidental to the work.

ARTICLE 18 PROTECTION OF THE BRICK, COBBLESTONE, CONCRETE, ASPHALT AND TURF SURFACES

The Contractor at all times will take every precaution necessary to protect any brick cobblestone, concrete asphalt, or turf surfaces from chipping, marring, staining, and any other damage.

ARTICLE 19 DISRUPTION OF SERVICES

At no time will the Contractor deny potable water service to any structure without 24-hour notice to the occupants and then for a period no longer than six (6) hours without the written permission of the Utilities Operations Manager or Gas Utility Engineer.

Gutters and drains shall be kept open at all times for surface drainage. No damming or ponding water in waterways will be permitted, except to a limited extent where the City shall consider the same necessary or allowable.

ARTICLE 20 ACCIDENT PREVENTION AND SAFETY

The Contractor shall be responsible for enforcement of all safety and health requirements of the Occupational Safety and Health Act of 1970, as amended. Copies of the applicable rules and regulations may be obtained from the Occupational Safety and Health Administration of the United States Department of Labor. The Contractor agrees to perform all work in a safe and careful manner. The Contractor shall furnish and require the use of safety devices necessary to comply with standards of the Occupational Safety and Health Administration, the Virginia Department of Transportation, and the City of Charlottesville. The Contractor shall be solely responsible for the compliance with all pertinent safety requirements of federal, state, and local regulatory agencies. Under this contract, personnel may be required to enter confined spaces to perform certain items of work. Before entering, the Contractor shall be in compliance with all applicable safety regulations, included but not limited to the United States Department of Labor Occupational Safety and Health Administration 29 CFR Parts 1910. All above-ground safety personnel shall be on duty at all times when someone enters, or works in, a confined space and the air within a confined space shall be tested with a combination oxygen deficiency meter-explosion meter to determine oxygen content and explosion potential). A test for the presence of toxic gases shall also be performed. The work area must be ventilated mechanically by the use of an air blower, before entry and during occupancy, to insure that an adequate quantity of oxygen is supplied to the work area. The Contractor agrees to perform all work in a safe and careful manner, to furnish and use and require its employees to use safety devices and equipment as necessary, and to comply with all laws, rules, codes and regulations applicable to the safe performance of the work. Failure to do so will result in a suspension of work and no work will be allowed to continue until the safety inadequacies are corrected.

The Contractor shall conduct his operations in such a manner, utilizing warning devices such as traffic cones, barricades and warning lights, and personnel such as flagmen and uniformed police officers that the public is given adequate warning of hazards of

the work site as may be deemed necessary by the City (or the controlling governmental authority). See Section Three, Paragraph 3.07 "Accommodation to Traffic."

The Contractor's employees shall be required to wear safety vests with reflective striping and hard hats while in construction areas. The Contractor shall provide traffic control signs, signals, flashing lights, guards, plates, enclosures, barricades and notices, including all special design signs as may be required by the City or the Virginia Department of Transportation, as necessary to protect its employees, the City's employees, and the public at large against damage to property and bodily injury or death. Truck mounted crash cushions, if needed, shall be negotiated on an individual basis. The Contractor shall comply with the Virginia Department of Transportation Flagging Certification Program. The contractor shall also comply with OSHA Regulation 29 CFR, Part 1926, and Subpart P – Excavations.

ARTICLE 21 TEMPORARY FACILITIES

During the course of this project it may be necessary for the Contractor to establish temporary facilities to perform duties under the agreement. The City reserves the right to determine suitable areas and locations for said temporary facilities, but the contractor shall bear all other costs.

ARTICLE 22 TEMPORARY TOILETS

Provide suitable toilet facilities for use of workers at the site, including those of other contractors. Chemical toilets shall be provided where work is in progress and of quantity required to conveniently serve the reasonable needs of personnel. Chemical toilets and their maintenance shall meet requirements of State Health Regulations and ordinances and shall be subject to the approval of the Engineer.

ARTICLE 23 WATER USED IN CONSTRUCTION

The City will furnish water for general construction and testing from the designated City fire hydrant; however, all water used must be paid for and reported to the City. The Contractor will need to rent a hydrant meter from the City. The hydrant meter shall be attached to the hydrant before any water is drawn.

The use of water on the job site may be subject to all City water conservation policies in place at the time of construction.

The Contractor must use City water for all purposes related to this construction contract and is not authorized to withdraw water for non-related uses.

Failure of the Contractor to account for water could result in a citation being issued against him in accordance with the rules and regulations of the City.

All temporary piping, valves, back flow preventers, hoses, equipment, and other items required for handling water shall be furnished by the Contractor. Under no circumstance shall the Contractor utilize a water source until the Utilities Operations Manager or Gas Utility Engineer has approved such source for use.

Care shall be exercised in the use of water and provisions shall be made to protect the water supply from contamination and from indiscriminate use by unauthorized persons. Back flow prevention devices or approved methods shall be used at times when water is used from hydrants.

ARTICLE 24 ELECTRICITY

The Contractor shall make necessary arrangements and supply and pay for all temporary electric service and street lighting required during the entire construction period. Temporary electric service shall be of sufficient capacity and characteristics to supply proper current for various types of construction tools, motors, welding machines, lights, heating plant, air conditioning system, pumps and other items required.

Provide all temporary wiring, panel boards, outlets, switches, fuses, controls and accessories. Locate plug-in boards so that a 50-foot extension cord will reach all work requiring electricity.

Remove temporary service and lighting when no longer required and return site to its original condition.

**ARTICLE 25
OFFICES AND STORAGE**

The Contractor and subcontractors shall, for their own use, provide and maintain such temporary office facilities as they may require and such watertight storage sheds with floors as may be required for storage of their materials which might be damaged by weather.

Materials stored in the open at the Project shall be stored on planks or other dunnage as necessary to protect from contact with the ground and prevent ponding water.

**ARTICLE 26
RESTORATION-SPECIFICATIONS AND REFERENCES**

The work specified in this section includes the restoration of pavements in public and private streets, the restoration of public and private properties in easements and the restoration of lands within rights -of-way.

All paving materials are to meet the requirements of the Virginia Department of Transportation (VDOT) Road and Bridge Specifications or the Technical Specifications in the absence of specifications.

All topsoil, soil conditioners, seeds, sod and plants shall be installed per plans and specifications or per recommendation by City Arborist, Agricultural Agent, and Erosion Control personnel.

All concrete sidewalks are to meet the requirements of the City plans and specifications or standards or the VDOT Road and Bridge Specifications.

All curb and gutter are to meet the requirements of the City plans and specifications or standards or the VDOT Road and Bridge Standards.

Upon Completion of construction, the contractor shall remove from the site and dispose legally of at his own expense all surplus material, earth, rock, unsuitable material, rubbish and refuse resulting from the work.

**ARTICLE 27
PAVEMENT RESTORATION**

The Contractor will be required to restore the surface and the base of all roads and streets disturbed due to Contractor's operations under this contract, in a manner with plans and specifications per VDOT Road and Bridge specifications.

If backfilled cut is left open to traffic, the stabilized base is to be placed and kept in a satisfactory condition by the Contractor until cut is patched.

All topsoil, soil conditioners, seeds, sod and plants shall be installed per plans and specifications or per recommendation by City Arborist, Agricultural Agent, and Erosion Control personnel.

All concrete sidewalks are to meet the requirements of the City plans and specifications. In their absence, use the VDOT Road and Bridge Specifications.

All curb and gutter are to meet the requirements of the City plans, specifications, and standards or the VDOT Road and Bridge Standards.

Upon Completion of construction, the contractor shall remove from the site and dispose legally of, at his own expense, all surplus material, earth rock, unsuitable material, rubbish and refuse resulting from the work.

**ARTICLE 28
TESTING SERVICES AND QUALITY ASSURANCE**

Description

The City shall provide third party laboratory testing services and field inspection in accordance with these Specifications for all concrete, asphalt, and soil work.

Selection and Payment

- (a) The City shall employ and pay for services of an independent testing laboratory to perform all geotechnical and construction materials testing and inspections.
- (b) Employment of a testing laboratory shall in no way relieve the Contractor of obligation to perform work in accordance with all other requirements of the contract documents.
- (c) All costs shall be borne by the City except as below:
 - The Contractor shall pay for the cost of any retests or additional testing resulting from the failure of initially installed work to pass minimum testing requirements.

City Responsibilities

Prior to the start of work, the City shall provide the Contractor the testing laboratory name, address, telephone number and names of full time registered engineer or geologist and the responsible company officer.

Laboratory Reports

After each inspection and test, promptly submit two (2) copies of laboratory report to Project Manager and Contractor. Include: date issued, project title and number, name of inspector, date and time of sampling or inspection, precise location of observation or sample retrieval, date of test, interpretation of tests results, and conformance with contract documents.

Limits on Testing Laboratory Authority

- (a) Laboratory may not revoke or alter requirements of contract documents
- (b) Laboratory may not approve or accept any portion of the Work
- (c) Laboratory may not perform construction activities.

Contractor Responsibilities

- (a) Support testing agency field work as needed and cooperate with testing agency field personnel at all times.
- (b) Promptly correct irregularities and defects and help coordinate retesting. Directly schedule all retesting work providing a minimum of 24 hours' notice to the testing agency.
- (c) Pay for any retests or additional testing resulting from the failure of initially -installed work to pass minimum testing requirements.
- (d) Supply City Inspector with copies of tickets for all stone supplied. The tickets shall have a notation from the stone supplier that the material is for the specific project name and address.

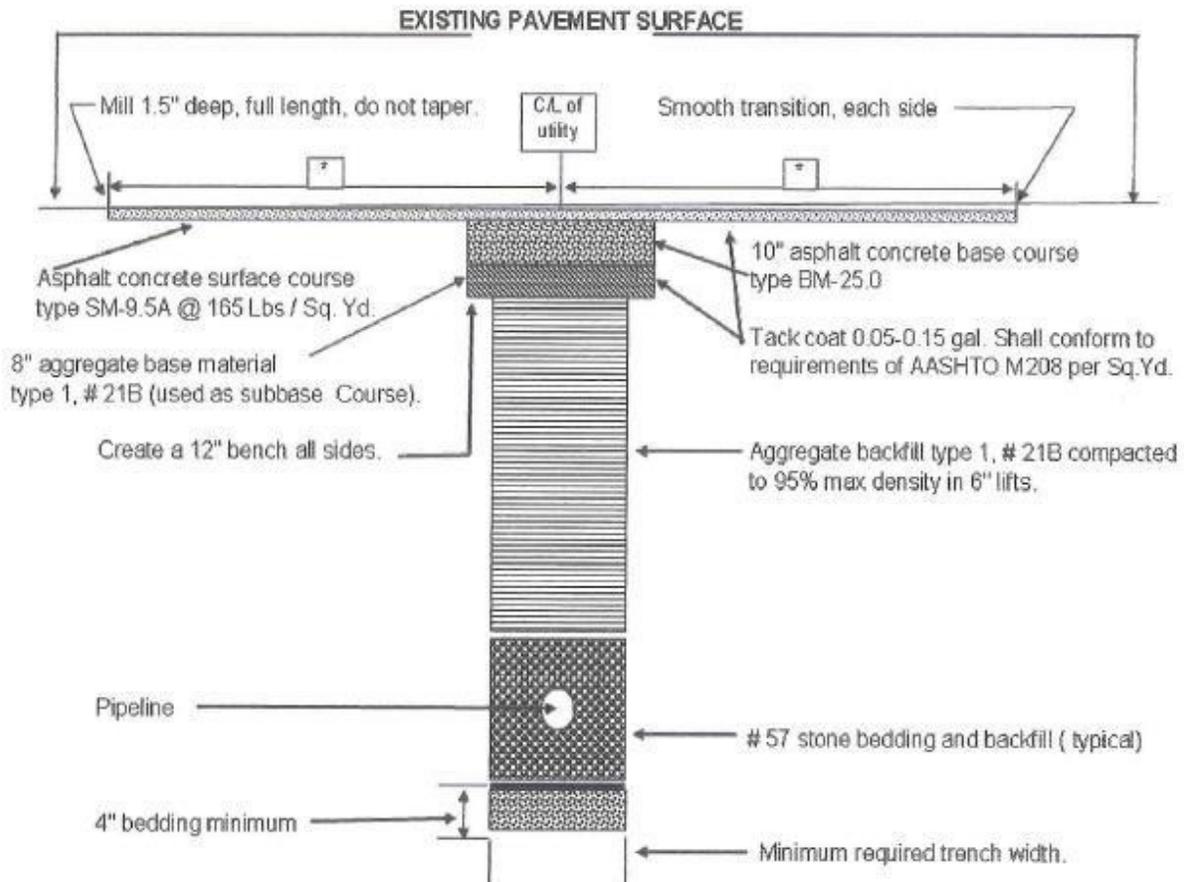
ARTICLE 29 EXCAVATIONS

All excavations of every description and of whatever substances encountered within the grading limits shall be performed to the grades, slopes, and elevations indicated. All excavated materials which are not considered suitable for fill and any surplus of excavated material which is not required for fill shall be disposed of by the Contractor. Excavations shall extend a sufficient distance away from the walls to permit erection and removal of forms and installation of drains and other permanent work. Excavations shall be carefully made to the depths indicated, with the bottoms level, free of loose material, and free of all loam, organic material and other unsuitable material as hereinafter specified. All excavations shall be approved by the Utilities Operations Manager or Gas Utility Engineer prior to the placing of any concrete. Excavations carried below the required depth, other than that specified for occasional rock outcropping, shall be backfilled with trench stabilization material. Any water that accumulates in the excavations shall be promptly removed. Rock Excavation is defined as that which is blasted from the ditch only after it has been proven to the Engineer that it is impossible to remove the rock by the use of a ½ cubic yard hydraulic backhoe which is in good condition. The excavation of no material other than Rock will be paid for as "Rock Excavation". The quantity of rock will be determined by the cubic yard using the minimum widths of trench as one dimension, the length as one dimension and the average depth not to exceed, the cover, plus the outside diameter of the pipe, plus the authorized depth of the bedding material.

VDOT STANDARD

VDOT UTILITY PAVEMENT RESTORATION STANDARD

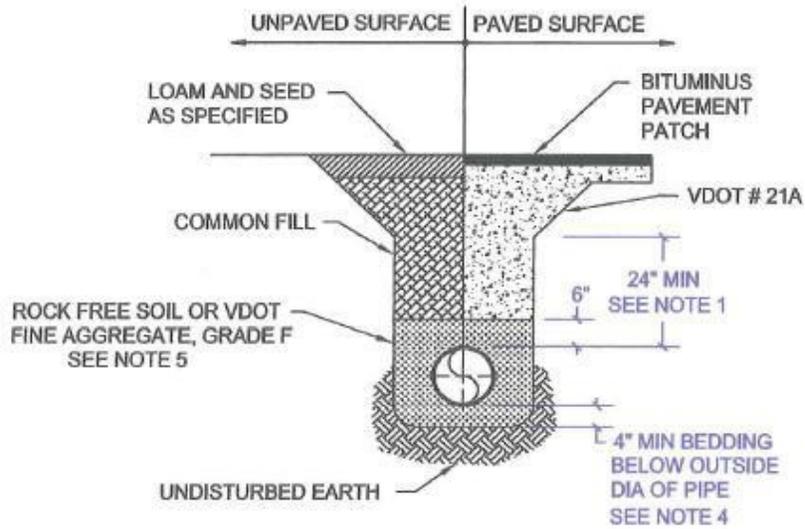
EXHIBIT 1



- Notes:** All pavement markings damaged or destroyed by trench excavation activity shall be replaced by the permittee in accordance with current VDOT Standards & Specifications. This detail applies to highways with existing asphalt pavement sections. The extent of pavement restoration for all other pavements types shall be determined by the District Administrator's designee.
- * Width of travel lane; minimum full pavement width restoration for open cut trenching along the road centerline or 25' (minimum) for perpendicular crossing.

For gas line installations, pipeline bedding shall be rock free soil or VDOT fine aggregate (rock dust).

CITY STANDARD



PE and STEEL PIPE

NOTES:

1. MAINTAIN VERTICAL TRENCH WALLS FROM BOTTOM OF TRENCH TO 24" ABOVE CROWN OF PIPE.
2. FOR EXCAVATIONS OVER 5 FT. DEEP, SLOPE TRENCH WALLS AS REQUIRED AND/OR PROVIDE OTHER SAFETY MEASURES IN ACCORDANCE WITH OSHA GUIDELINES.
3. ALL BACKFILL SHALL BE PLACED IN 6" LIFTS COMPACTED TO 95% MAXIMUM DENSITY PER ASTM D698.
4. BEDDING MAY BE OMITTED WHERE A FIRM, EVEN TRENCH BOTTOM EXIST.
5. LOCALLY AVAILABLE "ROCK DUST" MAY BE SUBSTITUTED FOR VDOT FINE AGGREGATE WITH PRIOR APPROVAL OF PUBLIC UTILITIES - GAS.

City of Charlottesville, Virginia
Department of Public Works

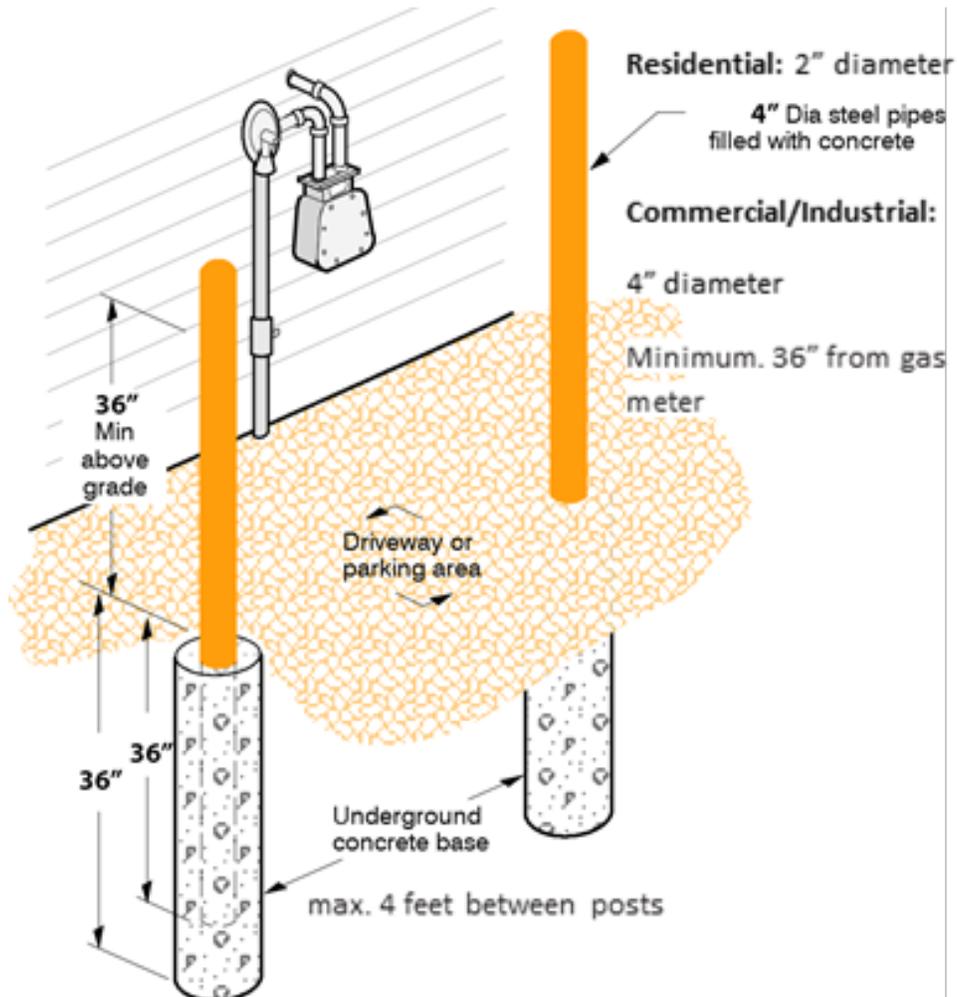
Pipe Trench and Bedding -- Typical

Not to Scale

DRAWING
GG 1.0

VDOT/CITY STANDARDS

City Bollard Detail:





Pedestrian Accessibility in the Public Way During Construction

Construction within the City of Charlottesville

Background

A permit to work in the public way is required whenever construction activities occur in the public rights-of-way in the City of Charlottesville. This guide has been developed to summarize steps that need to be taken to ensure appropriate pedestrian access while construction is underway.

Construction sites can be particularly hazardous to pedestrians with mobility or visual impairments if proper precautions are not maintained. The following guidelines included in City policy are based on requirements of the Manual of Uniform Traffic Control Devices (MUTCD). The MUTCD is published by the Federal Highway Administration.

Any construction that impacts a public street or sidewalk should consider the following:

- Advanced warning and guidance signs
- Adequate illumination and reflectors
- Use of temporary walkways
- Channeling and barricading to separate pedestrians from traffic
- Adequate barricading to prevent visually impaired pedestrians from entering work zones
- Wheelchair accessible alternate pedestrian circulation routes with appropriate signage

Alternative Circulation Path for Pedestrians

The alternate circulation path shall have a **minimum width of 48*** inches and parallel the disrupted pedestrian access route when practicable. Barricades and channelizing devices shall be continuous, stable, non-flexible, and shall consist of a wall, fence, or enclosure specified in section 6F of the MUTCD. A solid toe rail should be attached such that the bottom edge is 2 inches minimum and 6 inches maximum above the walkway surface. The top rail shall be parallel to the toe rail and shall be located 32 inches minimum and 42 inches maximum above the walkway surface. If drums, cones, or tubular markers are used to channelize pedestrians, they shall be located such that there are no gaps between the bases of the devices in order to create a continuous bottom, and the height of each individual device shall be no less than 36 inches. **R202.3.1 Existing Physical Constraints. Where existing physical constraints make it impracticable for altered elements, spaces, or facilities to fully comply with the requirements for new construction, compliance is required to the extent practicable within the scope of the project. Existing physical constraints include, but are not limited to, underlying terrain, right-of-way availability, underground structures, adjacent developed facilities, drainage, or the presence of a notable natural or historic feature.*

Barricade Locations

Barricades shall be installed at the following locations:

- Between the pedestrian access route and any adjacent construction site (see example D)
- Between the alternate circulation path and any adjacent construction site (see example C)
- Between the alternate circulation path and the vehicular way, if the alternate circulation path is diverted into the street (see example D)
- Between the alternate circulation path and any protruding objects, drop-offs, or other hazards to pedestrians (see example F)
- At the down curb ramp of an intersection, if the opposite up curb ramp is temporarily and completely blocked, and no adjacent alternate circulation path is provided. (both curb cuts at opposite sides of the intersection should have barriers, even if only one side is under construction, to avoiding stranding a person in the intersection)

Warnings and Signage

Warnings shall be located at both the near side and the far side of the intersection and preceding signage shall be located at the intersection preceding the blocked way. Where directional signage or warnings are provided, they should be located to minimize backtracking, especially if there is no safe refuge at a corner under construction. In some cases, this could mean locating a warning or sign at the beginning of a route, not just at the inaccessible site.

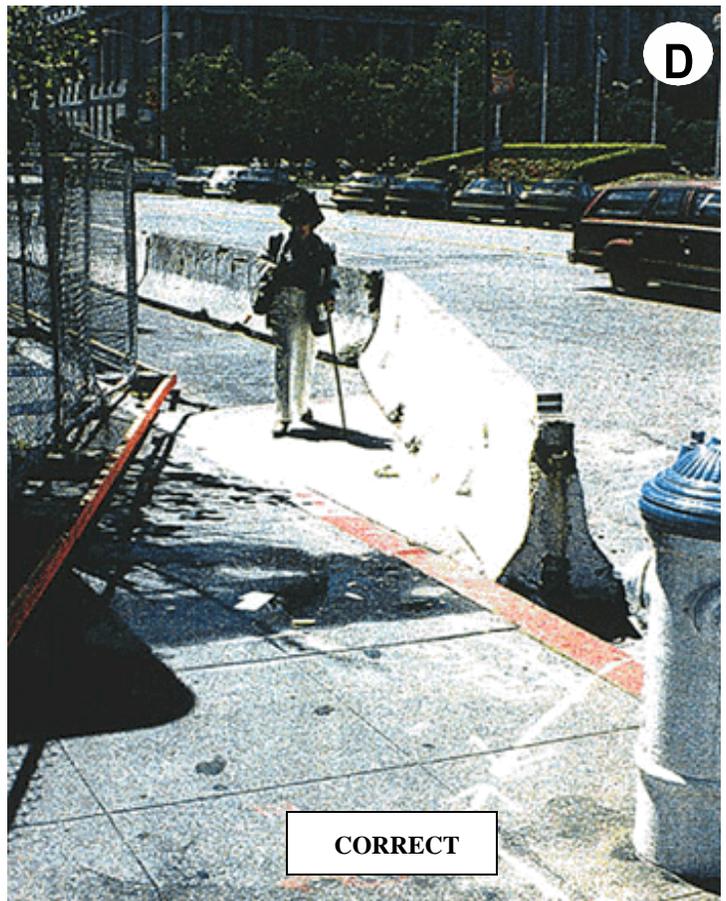
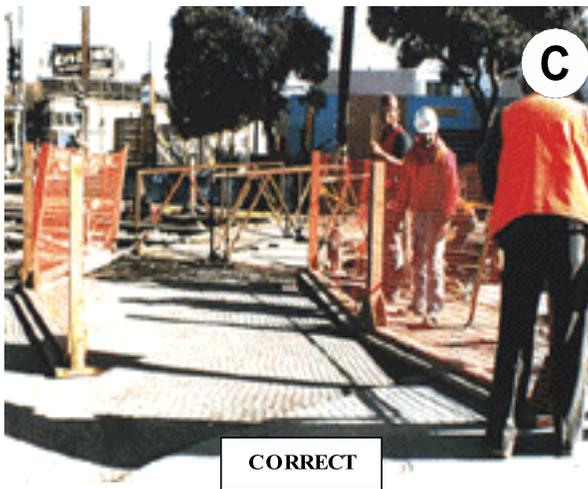
City Department Responsibilities

When contractors are used to perform construction projects for the City, it will be the responsibility of the Department who enlists the contractor to assure all areas of the construction site comply with the applicable local, state, and federal accessibility standards. Any contractor who performs work within the City must ensure that temporary construction areas are designed and constructed to meet all accessibility standards such that individuals with disabilities can approach, enter, and exit the areas safely and unimpeded. Temporary construction sites should be designed in a manner that is sensitive to the special needs of pedestrians with disabilities. All City contracts that require temporary construction measures must include language requiring all accessibility measures be met and that barriers used for the sites meet current accessibility requirements.

Additional Barricading Guidelines

The contractor shall require that no construction materials be stored or placed on the path of travel. The contractor shall maintain the construction barriers in a sound, neat and clean condition. The contractor shall clean public walkways adjoining the construction site of accumulated trash and debris. The contractor's construction operations shall not occupy public sidewalks except where pedestrian protection is provided. The contractor shall not obstruct free and convenient approach to any fire hydrant. The continuous clear width of pedestrian access routes (exclusive of the width of the curb) must be four feet minimum. The contractor shall remove barriers and enclosures upon completion of the work in accordance with applicable regulatory requirements and to the satisfaction of Neighborhood Development Services of the City of Charlottesville

Barrier Examples



VIII.

ATTACHMENTS

ATTACHMENT A	SAMPLE C.O.I AND GUIDE TO THE ACORD FORM
ATTACHMENT B	PRICING SCHEDULE/BID FORM
ATTACHMENT C	VENDOR DATA SHEET
ATTACHMENT D	CERTIFICATION OF NO COLLUSION
ATTACHMENT E	WORKERS COMPENSATION CERTIFICATE OF COVERAGE
ATTACHMENT F	ANTI-DRUG/ALCOHOL PROGRAM
ATTACHMENT G	ESCROW AGREEMENT

ATTACHMENT A

SAMPLE C.O.I. and GUIDE TO THE ACORD FORM

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only . Bidders are not required to submit a C.O.I or Endorsement(s) with their bid response. Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage. The Bidder shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured".

Sample C.O.I. and Guide to the Acord Form

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 07/01/2015

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 - Insurance agency /broker who issues certificate

PRODUCER: Insurance Agency/ Broker
123 Main St., Anytown, VA 21234

CONTACT NAME: John Doe, Agent
PHONE (A/C, H/O, B/O): (123)456-7890
FAX (A/C, H/O): (123)456-7890

NAMED INSURED - Must be legal name of contracting party.

INSURED: XYZ Contractor
456 South St., Anytown, VA 21234

INSURER(S) AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: Insurance Company 1	123456
INSURER B: Insurance Company 2	567890
INSURER C: Insurance Company 3	112233
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.

TYPE	TYPE OF INSURANCE	AGGREGATE LIMIT (USD)	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (if a occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (if a accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB DED. RETENTION \$	X X X	112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUSION? (Mandatory in MD) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ABC123	12-1-2014	12-1-2015	WC STATUTORY LIMITS \$ TOTAL \$ E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - SA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

Must include the types of insurance required by contract

POLICY FORM - Should be "occurrence"

ADDITIONAL INSURED - City of Charlottesville must be named and endorsed (separate document) as additional insured

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

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

CERTIFICATE HOLDER - Must be City of Charlottesville

CERTIFICATE HOLDER: City of Charlottesville
325 4th St. NW
Charlottesville, VA 22903

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: John Doe, Agent

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ATTACHMENT B	PRICING SCHEDULE/BID FORM-- Construction/Installation Mains & Services BID Items
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IFB#:	IFB# 23-04 ON-CALL INSTALLATION OF GAS MAINS & SERVICES & GAS METER/BOLLARD SET AOC SERVICES	Issuing Department/ Agency:
Project:	IFB# 23-04 ON-CALL INSTALLATION OF GAS MAINS & SERVICES & GAS METER/BOLLARD SET AOC SERVICES	City of Charlottesville Department of Utilities

All costs required to complete all the work in accordance with the Contract Documents shall be included in the unit prices as required. Any contract resulting from this IFB will be a fixed unit price contract for all bid items. This is a Unit Price Contract and only work actually completed and accepted by the City will be paid for by the City. The Department of Utilities expects to perform the following work during the 2022/2023 contract year. Quantities are estimated and will vary with actual projects. In the case of error in the extension of prices, the unit price shall govern.

Description of Materials	Estimated Annual Quantities	Unit	Unit Price	Extended Price
A. Main Extensions				
2" HDPE	4,500	FT	\$	\$
4" HDPE	500	FT	\$	\$
Service Lines				
1/2"	3,500	FT	\$	\$
1"	500	FT	\$	\$
1 1/4"	500	FT	\$	\$
2"	500	FT	\$	\$
The Department of Utilities estimates that the following other pay items will be needed.				
B. Other Pay Items				
Rock Excavation (max of \$100 per CY)	200	CY	\$	\$
Select Backfill	4,000	CY	\$	\$
Top Soil	50	CY	\$	\$
Extra Depth	200	VF	\$	\$
Dirt Boring	2,000	FT	\$	\$
Dirt Boring Failed Attempts (max of \$500 per attempt)	3	EA	\$	\$
Rock Boring by Directional Machine	1,000	FT	\$	\$
Main Tie-ins – 2"PE to 2" PE	10	EA	\$	\$
Main Tie-ins – 4" PE to 4" PE	5	EA	\$	\$
Main Tie-ins 2" No-Blo Valves to Steel	5	EA	\$	\$
Mobilization (\$2,500.00 per EA.)	4	EA	\$ 2500.00	\$ 10,000.00
Isolated Main Bell Hole (dry hole) – In Asphalt	10	EA	\$	\$

Isolated Main Bell Hole (dry hole) – In Dirt	10	EA	\$	\$
Isolated Service Bell Hole (dry hole) – In Asphalt	10	EA	\$	\$
Isolated Service Bell Hole (dry hole) – In Dirt	10	EA	\$	\$
Remove and Replace Pavement – Asphalt - City	350	SY	\$	\$
Remove Pavement – Asphalt - VDOT	350	SY	\$	\$
Remove and Replace Concrete	50	SY	\$	\$

IFB# 22-116 ON-CALL INSTALLATION OF GAS MAINS & SERVICES & GAS METER/BOLLARD SET AOC SERVICES BID ITEMS

AOC Category	Estimated Annual Quantities	Unit	Unit Price	Extended Price
A. Rusty Meter/Riser/Cutoff Valve				
Replace 250 Class Meter Set	400	EA	\$	\$
Replace 400 Class Meter Set	100	EA	\$	\$
Install Customer Owned Piping Beyond 5 Feet	100	LF	\$	\$
Install/Replace Riser and Cutoff Valve	250	EA	\$	\$
Install/Replace Customer Valve	100	EA	\$	\$
Replace Meter (250 & 400 Class)	100	EA	\$	\$
Replace Regulator	50	EA	\$	\$
Regulator Vent Too Close to Opening/Ignition Source				
Extend Regulator Vent Pipe Up To 10 Feet	100	LF	\$	\$
Move Meter Set (Including Riser) Up To 10 feet	50	EA	\$	\$
Other Pay Items				
Rock Excavation	200	CY	\$	\$
Select Backfill	200	CY	\$	\$
Top Soil	50	CY	\$	\$
Remove and Replace Pavement – Asphalt - City	50	SY	\$	\$
Remove and Replace Pavement – Concrete	25	SY	\$	\$
Install 2” Bollards	50	EA	\$	\$
Install 4” Bollards	50	EA	\$	\$

EXTENDED PRICE TOTAL OF ALL BID ITEMS (BASIS OF AWARD):

\$ _____

ADDITIONAL PRICING:

Description of Materials	Unit	Unit Price
Welding Services [priced per person per hour] (Minimum of two hours paid per site visit)	HR	\$
Extra depth for Bell Holes: An additional charge for isolated bell holes (dry holes). [Priced per vertical foot]	VFT	\$
Superintendent (Bid item to be used when agreed upon with City)	HR	\$
Foreman (Bid item to be used when agreed upon with City)	HR	\$
Mini Excavator with Operator (Bid item to be used when agreed upon with City)	HR	\$
Dump truck with Operator (Bid item to be used when agreed upon with City)	HR	\$
Laborer (Bid item to be used when agreed upon with City)	HR	\$
Move Meter Set Beyond 10 feet: An additional charge of \$ _____ per foot shall be added.		
Extend Regulator Vent Pipe Beyond 10 feet: An additional charge of \$ _____ per foot shall be added.		
<p align="center">ELECTION OF ESCROW ACCOUNT PROCEDURE FOR RETAINAGE:</p> <p align="center">If determined to be the successful low bidder(s), the below signed elects to use the Escrow Account Procedure for retainage.</p> <p align="center">_____</p> <p align="center">Write “Yes” or “No” on above line</p> <p>If the successful bidder elects to use the Escrow Account Procedure for Retainage, the "Escrow Agreement" form (Attachment G) shall be executed and submitted to the City of Charlottesville within fifteen (15) calendar days after notification. If the "Escrow Agreement" form is not submitted within the fifteen (15) day period, the Contractor shall forfeit his rights to the use of the Escrow Account Procedure.</p>		

PRICING SCHEDULE EXPLANATION/INSTALLATION OF MAINS & SERVICES:

A. Installation of Mains and Services -

This item includes all labor, materials and equipment necessary for completion of the work.

B. Other Pay Items

The following items include labor and equipment. Contractor will be paid the unit price in addition to other payments required under the Contract. Estimated quantities are provided solely for purposes of calculating bid total. Actual quantities are unknown.

1. Rock Excavation

When rock is encountered that requires excavation by hand using pneumatic cutting equipment, by track mounted backhoe, or by drilling and blasting, this item will apply. The Utilities Operations Manager or Gas Utility Engineer shall determine what is to be classified as rock excavation. The Bidder agrees to perform rock excavation as directed by the Utilities Operations Manager or Gas Utility Engineer.

The quantity of rock will be determined by the cubic yard using a maximum trench width of 24 inches as one dimension, the length as the second dimension and the average depth, not to exceed the cover plus the outside diameter of the pipe plus the authorized depth of bedding material as the third dimension. In instances where it is necessary to exceed the maximum depth in order to properly install the pipe and such work is authorized by the Utilities Operations Manager or Gas Utility Engineer, the quantity of rock will be computed as above but with a corresponding increase in depth. The hauling of spoils will be included in this item.

2. Select Backfill

The bidder agrees to perform the removal of unsatisfactory material and the placement of suitable material as directed by the Gas Line Inspector. Select materials will be calculated by the cubic yard.

3. Top Soil

Top soil, if needed, shall be measured in cubic yards.

4. Extra Depth

This item includes extra depth of trench which results in a cover in excess of 60" from the top of the pipe to the top of the finished grade for a minimum continuous distance of 30 feet.

5. Dirt Boring

This item includes boring in non-rock areas with or without casing under highways, railroads, paved driveways, etc. where required by the City including installation of carrier pipe and excavation/backfilling of approaches by the use of dry boring, boring and jacking, auguring, pushing, or horizontal directional drilling. This item does not include hole hogging with a pneumatic piercing device.

INSTALLATION BY DIRECTIONAL DRILLING

- A. The Contractor may, with approval from the Utilities Gas Engineer or Gas Line Inspector, choose to utilize directional drilling as an alternative method of installing polyethylene and steel gas mains or services. Prior to commencing directional drilling operations, the Contractor shall provide proof to the Department of Utilities that the personnel performing the drilling operations have a minimum of 1-year experience performing directional drilling operations of this type.
- B. The requirements of section 3.01 of the Gas Distribution System Standard Specifications and Details shall apply.
- C. The length of each continuous directionally drilled installation shall be limited by the size and type of drilling equipment utilized for the operation, or as otherwise determined by Utilities. A minimum of 1 bell hole per 500-foot interval shall be excavated around the pipe to verify its location, depth, and structural integrity and shall be included in the footage price. The sending and receiving pits for the directional drilling operation shall not be considered as part of the required number of inspection bell holes, but to be included in the footage price.
- D. Tracer wire shall be installed along with all directionally drilled polyethylene pipe. Tracer wire shall not be mechanically fastened to the pipe, and under no circumstances shall the tracer wire be wrapped around the polyethylene pipe. Where new tracer wire is connected to existing tracer wire or where separate spools of tracer wire are connected, the tracer wire shall be spliced using an approved waterproof splice kit.
- E. Equipment. The directional drilling equipment used for pipe installation as specified herein shall be subject to the approval of Utilities and shall incorporate the following features:
 - 1. The system shall be remotely steerable, permitting control of horizontal and vertical alignment within ± 2 inches.
 - 2. The system shall provide forelectronic monitoring of horizontal and vertical alignment. The locating tool shall be calibrated daily to an accuracy of ± 2 inches.
 - 3. The system may utilize an inert and environmentally safe drilling fluid. No toxic or otherwise hazardous chemical additive shall be added to the drilling fluid. Excess drilling fluid shall be captured and be properly disposed.
 - 4. Back reaming bits shall be of a diameter at least 2 inches larger than the outside diameter of the pipe to be installed.
 - 5. Drilling equipment shall be fitted with a permanent alarm system capable of detecting an electric current. The system shall have an audible alarm to warn the operator when the drill head nears electrified cables.

F. Procedure. The leading end of the pipe shall be capped prior to insertion through the boring hole or sleeve.

A "weak link," consisting of smaller diameter pipe or tubing or an approved commercially available fitting, shall be fused to the leading end of the main or service being pulled. Standard pipe used as the weak link shall be half the diameter of the main or service being installed and shall be a minimum of 3 feet in length.

If the weak length breaks or is otherwise substantially damaged during installation, the drilling operation shall be abandoned and new undamaged main or service piping reinstalled at the Contractor's expense.

The leading 6 feet of the installed main or service shall be pulled through the receiving pit and inspected. If any abrasions, gouges, or lacerations are present which, in the opinion of the Utilities Gas Engineer or Gas Line Inspector, may compromise the integrity of the pipe, the pipe shall be exposed back to the point where the damage originated. All damaged pipe that is determined by the Utilities Gas Engineer or Gas Line Inspector to be unacceptable shall be removed and replaced at the Contractor's expense.

6. Dirt Boring Failed Attempts

Prior to attempting Rock Boring by Directional Drill Machine, the contractor must attempt to complete the bore with a dirt drill set up three times, in 3 separate starting locations. If the dirt bores are unsuccessful, the contractor will be compensated \$500 for each failed attempt (maximum of 3 attempts per job).

7. Rock Boring by Directional Drill Machine

Directional boring rock drill machine must be remotely steer able to permit electronic monitoring of tunnel location and depth. Any fluid used in the tunnel cutting process must be totally inert, contain no environmental risk and must be compatible with all installation types. Excess drilling fluid shall be captured and be properly disposed. Unit shall be accessible to rear lots through gates into backyards, minimum of 81 inches or operate with a remote capability up to 200 feet from street or curbside. This machine may not be used until there are at least 3 failed attempts in different locations using a directional dirt machine. The City will only pay for footage of properly installed pipe.

8. Main Tie-ins

Contractor shall make PE to PE tie-ins using City certified electro-fusion methods or City certified Sidewalk fusion methods with contractor supplied equipment. Innogaz coupling to be supplied by the City. PE to steel tie -ins shall also be made by the contractor using a Mueller No-Blo curb valve tee. All welding of steel Curb Valve Tee's (No-Blo valves) and transition fittings shall be done by the approved Welder. The Mueller No-Blo tee assembly shall be air tested with the newly installed main before the existing main is tapped. After a successful pressure test, and approval from the Utilities Operations Manager or the Gas Utility Engineer the main will be tapped by the contractor using a Mueller E-5 or D-5 drilling machine with a working pressure of 500 psi or equal supplied by the contractor. Contractor shall demonstrate proficient use of said equipment on City's test stand.

9. Mobilization

The lump sum price bid for this item shall include all costs for establishing and furnishing field offices and personnel, for Contractor project vehicle, construction of project signs (if any), and moving construction equipment to the City service area. Bid Line Item "Mobilization" will be paid at a rate of \$2500.00 and has been filled in at that amount; no other amount will be accepted.

Mobilization shall be paid for the initial project/first task order issued. Mobilization then will be paid only when a crew is required to travel from outside the Charlottesville-Albemarle area after being away from the area due to lack of assignments from the City for at least one calendar week and if the project is less than 100 linear feet in length. No payment shall be made for demobilization.

10. Isolated Main Bell Hole (dry hole)

This item includes the digging of a dry bell hole for an approximate five foot by five foot hole in asphalt or in dirt. This item is intended to compensate the contractor for sincere efforts to locate a main in the area which it is marked, or as directed by Utilities Personnel, and the line is not at the said location.

11. Isolated Service Bell Hole (dry hole)

This item includes the digging of a dry bell hole for an approximate four foot by four foot hole in asphalt or in dirt. This item is intended to compensate the contractor for sincere efforts to locate a service in the area which it is marked, or as directed by Utilities Personnel, and the line is not at the said location.

12. Miscellaneous

- Stream Crossings –Payment for stream crossings will be negotiated on an as encountered basis.
- Minimum Footage for Service Lines -The minimum footage for service lines shall be 24 feet.
- Meter Guard Installation is not part of any bid item.

13. Remove and Replace Pavement - City

This item includes the removal and replacement of street or driveway surface and subsurface to the original condition as specified including remarking. It includes squaring up existing pavement, removal of paving or subsurface material, and seal tracking of asphalt. Private streets and driveways are to be repaired by City Standard (Current standard attached) Pavement is to be replaced within 10 working days.

14. Remove Pavement - VDOT

This item includes the removal of street or driveway surface and subsurface as specified. It includes squaring up existing pavement and removal of paving or subsurface material. Private streets and driveways are to be repaired by City Standard (Current standard attached) and VDOT streets are to be repaired by VDOT standard (See Attachment for Current standard). The Contractor will be responsible for maintaining the ditch line until final paving is completed. However, the City will take responsibility for all scheduling and payment of pavement restoration in VDOT right of way.

15. Remove and Replace Concrete

This item includes furnishing all new materials, equipment, and labor for saw cutting, removing, and replacing concrete as directed by the Engineer or Inspector. This item shall include removing and replacing any concrete encountered under asphalt roads, as directed by the Engineer or Inspector. This item shall include any and all thickness of concrete removed and replaced. Concrete is to be replaced within 10 working days.

16. Welding Services

This item includes furnishing all materials, equipment, and labor for any and all welding services required by the City. The bid shall be priced per man hour and payment shall be made for a minimum of two hours.

17. Extra Depth for Bell Holes

This item includes furnishing all materials, equipment, and labor to excavate extra depth to an Isolated Bell Hole (items 10 and 11) described above. Payment shall be made on a vertical foot basis over the specified depth listed in items 10 and 11.

18. Performing Work on a Time and Material Basis

The five additional bid items are for specific personnel and equipment to perform tasks that are outside of the scope of work or due to the absence of a bid item to cover the work. Payment shall be determined by the amount of time the personnel and equipment are on site and working in half-hour increments as documented by the Contractor's records. All work requiring hourly rates shall be approved by the Engineer before beginning work. No payment will be made for hourly work done without approval.

AOC BID ITEMS:

PRICING SCHEDULE EXPLANATION/AOC:

A. Rusty Meter/Riser/Cutoff Valve

Replace 250 and 400 Class Meter Sets: This item includes replacing existing meter set which will include all components from the riser to the outlet of the customer valve. This also includes the squeezing off of the service line, pressure testing and fusion of new riser, installation of all above ground components listed above and the re-connection to the customer's piping. All pipe wrench marks are to be touched up with galvanized or matching paint (paint supplied by contractor).

Install Customer Owned Piping Beyond 5 Feet: This item includes the installation or replacement of customer owned piping downstream of the meter set. The contractor will only be paid if the additional piping added beyond 5 feet is needed due to the meter set being moved, reconfiguration of existing connection is needed or if any other AOC existings which would require the replacement of the customer owned piping.

Replace Riser and Cutoff Valve: This item includes squeezing off the service line, pressure testing, fusing on a new riser with new cutoff valve, and connecting to meter set. All pipe wrench marks are to be touched up with galvanized or matching paint (paint supplied by contractor).

IFB# 23-04 ON-CALL INSTALLATION OF GAS MAINS & SERVICES & GAS METER/BOLLARD SET AOC SERVICES

Install/Replace Customer Valve: This item includes the installation or replacement of the customer owned valve and reconnection of new piping to the existing customer owned piping.

Replace Meter: This item includes the replacement of only the gas meter due to length of service or equipment malfunction.

Replace Regulator: This item includes the replacement of domestic regulators due to length of service or equipment malfunction.

Extend Regulator Vent Up To 10 Feet: This item includes installing galvanized steel pipe (one size larger than the vent size) up to 10 feet from the regulator with adequate support stands or brackets. Piping and support brackets supplied by contractor. Piping support method is subject to City approval. All pipe wrench marks are to be touched up with galvanized paint (paint supplied by contractor).

Move Meter Set (Including Riser) Up To 10 feet: This item includes squeezing off the service line, moving the entire meter set to a new location, extending the service line, pressure testing of the new underground piping/riser, pressure testing of all above ground customer owned piping if more than 5 feet is installed and connecting to customers piping. All pipe wrench marks are to be touched up with galvanized or matching paint (paint supplied by contractor). All customer owned piping that is added shall be tested (if equivalent length is over 5 feet) at 10 psi for 15 minutes from the meter to the last fitting before the piping enters the home.

Quantities are estimated and will vary with actual projects. In the event that the City is able to fund additional AOC Projects similar in size and site conditions to the quantities identified above, the Bidder hereby agrees to perform such additional work for the unit prices proposed in the Bid Form.

B. Other Pay Items

The following items include labor and equipment. Contractor will be paid the unit price in addition to other payments required under the Contract. Estimated quantities are provided solely for purposes of calculating bid total. Actual quantities are unknown.

Rock Excavation: When rock is encountered that requires excavation by hand using pneumatic cutting equipment, by track mounted backhoe, or by drilling and blasting, this item will apply. The Utilities Operations Manager shall determine what is to be classified as rock excavation. The Bidder agrees to perform rock excavation as directed by the Utilities Operations Manager. The quantity of rock will be determined by the cubic yard using a maximum trench width of 18 inches as one dimension, the length as the second dimension and the average depth, not to exceed the cover plus the outside diameter of the pipe plus the authorized depth of bedding material as the third dimension. In instances where it is necessary to exceed the maximum depth in order to properly install the pipe and such work is authorized by the Utilities Operations Manager, the quantity of rock will be computed as above but with a corresponding increase in depth. The hauling of spoils will be included in this item.

Select Backfill: The bidder agrees to perform the removal of unsatisfactory material and the placement of suitable material as directed by the Gas Line Inspector. Select materials will be calculated by the cubic yard.

Top Soil: Top soil, if needed, shall be measured in cubic yards.

Remove and Replace Pavement – City: This item includes the removal and replacement of street or driveway surface and subsurface to the original condition as specified including remarking. It includes squaring up existing pavement, removal of paving or subsurface material, and seal tracking of asphalt. Private streets and driveways are to be repaired by City Standard (Current standard attached) Pavement is to be replaced within 10 working days.

Remove and Replace Pavement – Concrete: This item includes removal and replacement of concrete for sidewalks or driveways. Concrete is to be tinted to match as close as possible existing concrete. The City's standard "City Mix" Portland cement concrete mix design shall be used for all curbs, gutters, sidewalks, and driveways. The color shall be "Canvas."

Install 2" Bollards: This item includes material and all labor associated with the installation of 2" Schedule 40 steel bollards to prevent vehicular damage. The bollards are required to be installed per the attached detail.

Install 4" Bollards: This item includes material and all labor associated with the installation of 4" Schedule 40 steel bollards to prevent vehicular damage. The bollards are required to be installed per the attached detail.

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

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

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

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____

Notary Public

My commission expires: _____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT E	WORKERS' COMPENSATION CERTIFICATE OF COVERAGE
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Section 2.2-4332, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the City of Charlottesville.

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

This form must be completed and returned to the City.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia. Yes No

Insurance Company _____

Policy expiration date _____

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

IFB:	ON-CALL INSTALL OF GAS MAINS & SERVICES/ 20-21
Project:	ON-CALL INSTALLATION OF GAS MAINS AND SERVICES

Signed by: _____
 Title: _____
 Firm Name: _____
 Address: _____

AFFIDAVIT

STATE OF

COUNTY / CITY OF

, TO-WIT:

I, _____, being first duly sworn, do depose and say:
(Contractor official)

- (1) I am over the age of eighteen and understand the obligation of an oath.
- (2) I am _____ (name, title) of the _____ contracting firm) and in such capacity I have personal knowledge of the facts and statements set forth in this affidavit and each fact and statement as set forth herein is true to the best of my knowledge and belief;
- (3) That the _____ (contracting firm) has in place a drug and alcohol training and testing program for its employees that meets the requirement of D.O.T. Regulations 382 and 40;
- (4) That the drug-testing laboratory retained by the above named contractor is _____ (laboratory name) which is certified by DHHS/NIDA;
- (5) That the contractor named above has retained _____ (name) as their Medical Review Officer to review the results of its drug-testing program;
- (6) That the contractor named above has named _____ (name) as their Substance Abuse Professional.
- (7) That all employees covered by D.O.T. 382 receive random for-cause and post-accident drug testing pursuant to such regulations;
- (8) That upon 48 hours' notice, _____ (Contractor official) shall deliver to Project Manager all drug training and testing records as requested for the purpose of monitoring the drug training and testing program for compliance with D.O.T. Regulations.

The Affiant

(Contractor official)

Sworn and subscribed to before me by _____ (the Affiant)
on this _____ day of _____, 2019.

My commission expires:

Notary Public - Seal

**CITY OF CHARLOTTESVILLE, VA
ESCROW AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____ 20__ by,

between and among the City of Charlottesville ("City"), _____ ("Contractor"), and

(Name of Bank)

(Address of Bank)

a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia (hereinafter referred to as "Bank" or "Escrow Agent"), and

("Surety") provides:

I.

The City and the Contractor have entered into the Construction Agreement ("Contract") with respect to City Project No. and Name: _____ ("the Contract"). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance by the City of performance by the Contractor or Surety.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the City may, pursuant to the Contract Documents, retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the City, elected to have these retained amounts held in escrow by the Bank. This Agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of, the Contract or any other instrument or agreement between the City and the Contractor.

III.

The City may from time to time pursuant to this Agreement pay to the Bank amounts retained by the City under the Contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look solely to the Bank for payment of funds retained under the Contract and paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this Agreement shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks or warrants drawn by the City's Director of Finance and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in "Approved Securities" within the meaning of this Agreement in accordance with the written instruction of the Contractor. In no event shall the Bank invest the escrowed funds in any security that is not an "Approved Security."

V.

The following securities, and none other, are Approved Securities for all purposes of this Agreement:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,

- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the City,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates,
- (6) Any bonds, notes, or other evidences of indebtedness listed in Section (1) through (3) may be purchased pursuant to a repurchase agreement with a Bank, within or without the City, having a combined capital, surplus and undivided profit of not less than \$25,000,000 provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100 percent of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is an Approved Security hereunder if it matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank Approved Securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the City's Director of Utilities, the Director of Finance or designee shall authorize the Bank to pay the principal of the fund, or any specified amount thereof, to the account of the City of Charlottesville. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the City's Director of Utilities, the Director of Finance or designee shall authorize the Bank to pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services, hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund, and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall first be paid or applied to pay the Bank's fee and any other costs of administration and such income shall be deemed a part of the principal of the fund. After all of the Bank's fees and other costs of administration have been paid from such income, the net income earned thereafter may then be paid over to Contractor in installments.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

EXHIBIT A

FAQ's for Construction/Installation of Mains & Services&AOC/BOLLARD

Does asphalt restoration of City of Charlottesville owned roads need to be performed by a VDOT certified sub-contractor?

No, included in the IFB is a City of Charlottesville asphalt restoration detail. This detail is to be followed for all patching and final paving operations however a qualified sub-contractor is not required.

Does asphalt restoration of VDOT owned roads need to be performed by a VDOT certified sub-contractor?

Yes, however the City of Charlottesville will handle all scheduling of patching and final milling and paving of VDOT roads.

The contractor will only be responsible for the saw cutting and removal of asphalt within VDOT right of way.

The contract calls for all permanent asphalt to be restored within 10 working day, will this be enforced?

Yes, this will be enforced. However, the City understands that the asphalt plants shut down in the winter time. The City will work with the contractor on a case by case basis if permanent paving cannot be restored within 10 days due to the asphalt plant being closed.

Will this contract include the installation of vehicular protection for gas meters?

No, the bollard installation will not be included in this contract.

How many crews will be needed for the workload?

A minimum of 1 crew that consists of at least 3 qualified individuals will be required. However, if workload increases there could be a need for an additional crew.

Will there be a demobilization payment if there is a shortage of work?

No, there will not be a demobilization payment. However, if there is no work assigned to the contractor for 5 continuous work days there will be payment for mobilization.

Any pipe work that exceeds 4" in diameter will be negotiated outside of this contract.

Will a local superintendent be required?

If there are 2 or more crews working in Charlottesville a local superintendent will be required. If there is 1 crew working, a superintendent must be able to respond to Charlottesville within 1 hour.

How will navigational waters be paid when bored across?

This item will be addressed on a case by case basis.

How will cobblestone removal and replacement, Granite curbing etc be compensated?

Contractors will be responsible for restoring the site to its original condition..

Will there be Meter Sets?

No

Is there a line item for bell holes used to spot utilities?

No

Is there a line item for CCTV of sewer mains and services to verify location?

No

- All contractor employees must use MEA Energy U for operator qualifications.
- Blasting has never been approved method of Rock Excavation. Any blasting would be negotiated on a case by case basis.
- The cost of test holes should be factored into the cost of installation. Miss Utility law requires the spotting of utilities. There will not be a bid item added for this.
- All Stream crossing and work in environmentally protected areas will be negotiated on a case by case basis.
- Shoring is very minimal and this can be factored into the cost of installation and the Extra Depth price.
- Rock Excavation will be limited to trench excavation.
- All stream crossings will be negotiated on a case by case basis.
- Extra depth for bell holes will start at 5'. There is a bid item for Extra Depth for Bell Holes and any bell holes over 5' will qualify for extra depth payment.
- There will be no set depth for a dry hole. Payment for a dry hole will be approved if the contractor has made a significant effort to locate the line and it is in a different location. Extra Depth will be paid for excavation over 5'.
- Extra Depth will start at a trench depth of over 60", longer than 30 feet.
- Extra depth will be paid for excavations over 5'.
- Extra depth for bell holes will start at 5'. There is a bid item for Extra Depth for Bell Holes and any bell holes over 5' will qualify for extra depth payment.
- The contractor will only be paid the footage for properly installed gas lines. There will be no payment for abandoned in place pipe.

AOE FAQ's

1. Is fusion going to be socket or electro fusion?
 - a. **Socket Fusion**
2. All materials being supplied by COC with exception of paint?
 - a. **All materials aside from paint will be supplied by COC**
3. All re lights being done by COC?
 - a. **All relights will be done by COC Service Technician/Inspector**
4. Can we use existing soil to backfill if clean?
 - a. **Yes**
5. Install Customer Piping – Does COC supply pipe and fittings?
 - a. **Yes, COC will supply all pipe and fittings**
 - b. **If house piping needs to be moved and must be done by a licensed plumber how will COC compensate the contractor? This contract will not involve relocating house piping. All customer owned piping that is added will be outside of house. A permit will not be required if the added piping is less than 10' however a pressure test will be required on all piping added that is over 5'**
6. Replace Meter – What if fittings are corroded and need to be replaced how will this be paid?
 - a. **If fittings are compromising the meter set, the fittings will be replaced.**
7. Move Meter Set 10' – Does COC pay for licensed plumber to move the house lines more than 10'?
 - a. **No, contractor personnel will be authorized to put the pressure test on all outside piping that is added and reconnect piping to existing customer piping**

8. Replace Meter Set – Does this include the re light? Who schedules the customer outage? Does this include the testing of the customer house line to the first appliance valve?
 - a. All that is required to be tested is the new piping added (over 5') to the first fitting before the piping enters the home/business. The COC will schedule and handle all relights.
9. OQ Requirements
 - a.) All contractors will be required to have all employees qualified using the MEA Energy U OQ Qualification Program.
10. Install Customer pipe – Will any of this work be under the house? Will the drilling of the foundation wall be included in this unit? Does this unit include the re light?
 - a. None of the anticipated work will occur under a house. We will not authorize the drilling of the foundation. All piping that is added will be reconnected to the existing location of the customer piping.
10. Replace Riser – Does this include the re light? Who schedules the customer outage? The COC will handle all relights.
11. Install Replace Customer Valve – Does this include the re light? Does this include re testing of customer house line? This will not require the retesting of the customer
 - Contractor(s) will be responsible of notifying homeowners/tenants of work schedule/outages with Door Hangers; the Door Hangers shall be supplied by the City of Charlottesville
 - Contractor is expected to maintain at least 2 crews for this contract and as work increases the City may require a total of 3 crews be available



EXHIBIT B

City of Charlottesville COVID-19 Response Document: Procedures for City Staff and Contractor work in City Owned and Maintained Facilities

Purpose:

The purpose of this procedure is to outline the process to be taken by City of Charlottesville (“City”) staff and outside contractors during the COVID-19 healthcare pandemic. Health and Safety shall be a prime concern of the Contractor at all times. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and performing construction, including project site safety and safety precautions and programs. The City’s contract administrator or their designee will have final authority regarding the appropriateness of the Contractor’s plan and execution and will have the final decision regarding admission of Contractors to the work site.

Some City owned or maintained facilities will be temporarily and/or conditionally opened and available for site investigations and/or construction work. Based on recommendations set forth by the Centers for Disease Control (CDC), the Virginia Department of Health and the Thomas Jefferson Health District, all City staff, contractors and vendors must adhere to strict social distancing recommendations, wearing of face coverings, enhanced sanitizing procedures, and apply relevant workplace guidance and regulations from state and federal authorities including:

- CDC: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- OSHA: <https://www.osha.gov/SLTC/covid-19/controlprevention.html#health>
- Virginia Department of Labor and Industry: <https://www.doli.virginia.gov/vosh-programs/coronavirus-covid-19-resources/>

NOTE: The Virginia Department of Labor and Industry (“DOLI”) passed its Emergency Temporary Standard for Infectious Disease Prevention related to COVID-19 on July 15: <https://www.doli.virginia.gov/wp-content/uploads/2020/07/COVID-19-Emergency-Temporary-Standard-FOR-PUBLIC-DISTRIBUTION-FINAL-7.17.2020.pdf> It includes hazard assessment, communication and training requirements, depending on the types of tasks employees perform at work. The standard became effective on July 27, 2020.

Authority & Definition

The basis of this policy is rooted in the guidance from the Centers for Disease Control (CDC) and the Virginia Department of Health (VDH) regarding transmission of COVID-19.

Procedure:

I. Responsibilities of all persons who enter City owned or maintained facilities:

a. Practice and enforce social distancing:

- i. Increase distance between shared work spaces. When physically greeting others, avoid physical contact. (i.e. do not fist bump, shake hands, hugs, etc.)
- ii. Limit work groups to 10 individuals or less and keep at least 6 feet apart. When possible, avoid more than 1 person in the elevator at a time.
- iii. Practice and enforce social distancing with colleagues and visitors by keeping space between yourself and others. Actively monitor and ask colleagues to stay 6 feet apart if feasible.
- iv. Convert most in-person meetings to virtual meetings. Ensure in-person groups are no larger

than 10 people and appropriate physical space of at least 6 feet is maintained between each individual.

- v. Increase physical workspace between employees. This includes modifying existing seating arrangements in workspaces, break areas and conference rooms as necessary.
- vi.

b. Practice preventive measures:

c.

- i. Individuals who are sick should remain at home.
- ii. If a worker shows symptoms or indicates they may have been exposed, they must be sent home. Anyone with a temperature above 100.0 degrees Fahrenheit will not be permitted to work on City property, and if a worker is found to have developed a temperature above 100.0 degrees while working, they must leave the work site.
- ii. Hand-shaking and physical contact are prohibited. Practice cough etiquette. Cough or sneeze into your elbow or tissues. If you cough into tissues throw them in the trash **and** wash your hands immediately.
- iii. Request visitors who enter the building wash their hands or use alcohol- based hand rubs containing at least 60% alcohol upon arrival and during their visit.
- iv. Wash hands frequently with soap and water for at least 20 seconds. If

soap and water are not available, use hand sanitizer which should be rubbed on hands until dry, about 20 seconds.

- v. Face coverings are required to be worn by everyone in shared spaces where social distancing measures cannot be maintained.

Note: Cloth face coverings are NOT surgical masks or respirators and are not appropriate substitutes for them in workplaces where masks or respirators are recommended or required.

- vi. Refrain from talking over documents, equipment, or food items that will be distributed to others.
- vii. For certain occupied facilities, special traffic routes and restroom facilities may, or may not, be available for Staff, Contractor staff and subcontractors. Such restrictions will be detailed in solicitations for work but may be modified as conditions change. Contractors shall review and train, daily, with its employees and subcontractors regarding which foot traffic routes, restroom facilities, and areas of the facility are restricted for the Contractor staff and subcontractors.
- viii. Clean all frequently touched surfaces routinely (i.e. daily).
- ix. Maintain an open line of communication with the workforce and keep them informed with the latest news and/or changes which may directly affect them.

d. Specific Responsibilities of the Outside Contractor(s) when entering City owned or maintained facilities:

In addition to the above practices, it is the responsibility of the Outside Contractor to also:

- i. Comply with existing OSHA standards (<https://www.osha.gov/SLTC/covid-19/standards.html>) as these standards apply to protecting workers from the novel coronavirus, COVID-19. The contractor is responsible to remain compliant with all applicable OSHA requirements.
- ii. The Contractor is required to implement a health screening protocol that includes both temperature monitoring and health screening questions to determine if workers are experiencing COVID-19 symptoms or (potentially) exposed to someone with COVID-19 symptoms. Results will be documented and maintained and can be audited by the City's

representative at any time.

- iii. Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand rubs containing at least 60% alcohol.
- iv. Provide reminders to their staff of the importance of regular handwashing and take all precautionary measures to ensure that workers have hand washing facilities, or an alternative to prevent further spread of the virus.
- v. Ensure hand sanitizer is fully stocked in all portable restrooms.
- vi. Provide to workers, customers, and worksite visitors cloth face covers which cover the mouth and nose.
- vii. Maintain enhanced housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment.
- viii. Ensure that all safety related information (including signage) is relayed to the workers in their native language as to ensure that they will understand the message.
- ix. Submit the contractor's plan for responding to a COVID case in terms of worker removal from jobsite, notification, workspace cleaning, and return to work. This plan must include immediate notification of the City's contract administrator of a worker who is or has been working on City property who is suspected or who has tested positive for COVID 19.
NOTE: If a COVID case involving City employees occurs in the proximity of the contractor's jobsite, the contractor will be notified.
- x. Upon completion of work, the entire work area shall be thoroughly cleaned and disinfected with a disinfectant approved by the Environmental Protection Agency.

Thank you in advance for demonstrating community care by implementing the above prevention measures.

II. Resources:

- a. [CDC Guidance on Cleaning and Disinfecting for Community Facilities](#)
- b. [United States Environmental Protection Agency site on approved cleaners](#)