



July 16, 2018

**INVITATION FOR BID**

**Bacon's Castle Slave Quarters and Smokehouse Structural Stabilization**

**Section A**

*(Submit with the bid)*

*McPherson Design Group, P.C.*



July 16, 2018

**INVITATION FOR BID**

**Bacon's Castle Slave Quarters and Smokehouse Structural Stabilization**

Electronic bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed below, until the time and date shown below (local prevailing time), for furnishing the items or services described herein.

**SCOPE OF WORK: Preservation Virginia is seeking a Contractor to perform structural repair and improvements and considerable masonry repairs to insure the structural stability of the historic structures. The Contractor shall provide all labor, materials, equipment and supervision as outlined in the following specifications and drawings.**

**Bid Due: August 13, 2018, 2:00 PM**

**Contract Officer:** \_\_\_\_\_

**\*\* ONE COMPLETE ELECTRONIC SUBMITTAL IS REQUESTED \*\***

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish all of the services on which prices are quoted, at the price set opposite each item, to be performed as specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
City / State /  
Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## ***INVITATION FOR BIDS***

Bids received prior to the opening time specified below shall be privately opened at the Preservation Virginia office in Richmond, Virginia. Electronic bids, subject to the conditions and instructions contained herein, may be sent as an email attachment to: [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org), or delivered on a CD, or USB memory device.

### ***BID DOCUMENTS:***

Bid Documents and any addenda issued may be obtained on the Preservation Virginia website, from the Preservation Virginia office at: 204 W. Franklin Street, Richmond, Virginia 23220, or at the office of McPherson Design Group, p.c. at: 6371 Center Drive, Suite 100, Norfolk, Virginia 23502. The potential bidder will be required to pay a \$100.00 non-refundable fee for a set of bid documents. Addenda and other information after the bid documents will be provided to the bidders at no additional cost.

### ***PRE-BID MEETING***

A pre-bid meeting will NOT be held; however, a Notification of Interest is required so that answers to questions and other information can be sent to all potential bidders. Potential bidders must email all of their information to the following email addresses: Janelle Sahutski: [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org) and Peter Hamilton: [phamilton@mcpersondesigngroup.com](mailto:phamilton@mcpersondesigngroup.com)

It is the potential bidder's responsibility to confirm that their information has been received by Janelle and Peter and assumes all liability for this endeavor. The information that must be provided includes:

- Potential bidder's company name, address, phone number, and email address
- Potential bidder's contact name, address, phone number, and email address

The above information must be received at least seven (7) days prior to bid date.

### ***QUESTIONS:***

Questions concerning this project must be in writing and addressed to [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org) AND to [phamilton@mcpersondesigngroup.com](mailto:phamilton@mcpersondesigngroup.com) ; and, must be received no later than the close of the workday, July 30, 2018. All questions will be answered by close of workday, August 6, 2018.

### ***BID OPENING:***

Bids are due to Preservation Virginia, 204 W. Franklin Street, Richmond, Virginia by 2:00 PM on August 13, 2018. Bids may be delivered to Preservation Virginia's office or emailed to Janelle Sahutski at [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org) or faxed to Janelle at 804-775-0802. Bids shall be privately opened by Preservation Virginia. Preservation Virginia reserves the right to select the most qualified bidder with the best price (best value) and the right to negotiate with the selected bidder. Only bidders listed on the Notification of Interest bidders list can provide bids for this project to ensure all bidders are working from the same, complete set of drawings, specifications, addenda, etc. If the lowest bid exceeds the funding set aside for this project, Preservation Virginia reserves the right to cancel the project, obtain additional funding, or negotiate with the best value bidder to find a scope and fee that is agreeable to both parties. The lowest bid will be based on the total of the base bid and all bid alternates.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT PRESERVATION VIRGINIA AS SOON AS POSSIBLE.

**BID SUBMITTALS:**

The entire bid should be scanned and submitted on the designated Bid Form, signed by an authorized representative, delivered as instructed as an electronic document (.pdf) attached to email to: [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org). Other forms are acceptable if delivered prior to the closing date and time, such as CDs or memory sticks or as previously mentioned.

Bidders should carefully examine the specifications and fully inform themselves to all conditions and matters that could any way affect the cost thereof. Should a bidder find discrepancies in or omissions from the specifications or Invitation to Bid, or should be in doubt as to their meanings, he should notify Janelle Sahutski, by email at: [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org). All questions shall be directed in writing (email) to Ms. Sahutski and copied to: [phamilton@mcpersondesigngroup.com](mailto:phamilton@mcpersondesigngroup.com)

The right is reserved to revise or amend these specifications prior to the date set for receipt of bids as may be required by Preservation Virginia. That date may be delayed if deemed necessary by Preservation Virginia. Any revisions and/or amendments will be in the form of an addendum to this document.

Bidder confirms that they have examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

Bidder has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

**AWARD**

Award shall be given to the most qualified and lowest responsive and responsible bidder based upon *Total Bid*.

**WORK DAY**

Daily work may begin at 7:00 AM with work areas secured by 5:00 PM unless otherwise requested and approved by Preservation Virginia in writing. All internal roads/facility access must remain open unless prior approval from Preservation Virginia is obtained.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

## ***SCOPE OF WORK***

Preservation Virginia is seeking a Contractor to perform structural repair and improvements and masonry repairs to insure the integrity of the historic structure. The scope of work includes repairs to two chimneys, repairs to the wood structures, and strengthening of the structures. The Contractor shall provide all labor, materials, equipment and supervision as outlined in the following specifications and drawings.

It is believed that the Smokehouse and Slave Quarters were built circa 1829. The Slave Quarters is a two-story wood framed structure constructed over a crawlspace. The faced is wood siding. There are two masonry chimneys; one at each end of the building. Both chimneys need major repairs. The building is supported on brick piers.

The Smokehouse is a one-story wood framed structure with multiple levels of framing for hanging meats. The façade is wood siding with several areas in need of repair. The foundations are multiple courses of brick resting directly on the ground. On top of the brick are large wood sills that are totally deteriorated. Preservation Virginia will replace and repair parts of the sills and make all of them available for reinstallation by the General Contractor. Preservation Virginia will need 60 days to rebuild the sills. Deteriorated studs will need repair. A large part of the project will include jacking up the structure and keeping it jacked up while the sills are rebuilt and other work completed. The General Contractor shall submit jacking and shoring plans to the engineer of record for review and approval.

***QUALIFICATIONS:*** Minimum qualifications requires that the Contractor will have appropriate experience in the restoration of comparable historic buildings. The Bidder is required to show and confirm considerable experience with historic masonry and wood structures. Specifically, for the restoration/rebuild of the historic portions of this project, the Bidder's superintendent for this project, as well as subcontractors to be used for specific work, shall demonstrate to Preservation Virginia's satisfaction that have at least five years of construction experience in masonry and wood structures older than the year, 1900. In addition, the bidder shall show that they have completed five similar projects for buildings dating prior to 1900. Such work must include work with historic brick and lime mortar. Proof of this experience shall include the following:

- A. Name and phone number of reference who can testify/confirm projects as the owner's representative for previously completed projects.
- B. Photographs of the completed work.
- C. Resume for the Bidder's Superintendent and for the masons to be assigned to the project.

***PERMITS: THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL PERMITS.***

**BID FORM**

TO: Preservation Virginia  
204 W. Franklin Street  
Richmond, Virginia 23220

RE: Bacon's Castle Smokehouse and Slave Quarters  
Structural Stabilization

The undersigned Bidder, \_\_\_\_\_, offers and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Total Bid of (\$ \_\_\_\_\_) for the Slave Quarters and (\$ \_\_\_\_\_) for the Smokehouse (Bid Alternate).

Bidder agrees to begin the Work within ten (10) days of Notice to Proceed and that Final Completion shall be within one hundred eighty (180) calendar days after Notice to Proceed. In submitting this bid, Bidder represents, as more fully set forth in the Bid Documents, that:

Bidder has examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, State and local laws, ordinance, rules and regulations) and has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

The Method of Payment is invoice processing upon presentation with Terms of Net 30 days.

Bidders shall provide a list of at least three (3) references (1 each from the last 3 construction projects). Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Bidder accepts all terms and conditions of the Contract Documents.

I certify by my signature below that I have received the documents associated with this Bid and understand that the review for completeness of these documents and the understanding and comprehension of the specifications is solely my responsibility; based on this, by my signature below, I waive all rights to future claims against Preservation Virginia that the documents were incomplete or not understandable.

My signature below certifies that this Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Section 18.2-498.1 et. seq. of the Code of Virginia (1950, as amended). Furthermore, I understand that fraudulent bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and federal law and can result in fines, prison sentences, and civil damage awards.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Section 2.2-3100 Et Seq., of the Code of Virginia (1950, as amended).

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid.

Virginia Contractor No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

State Corporation Commission Identification No: \_\_\_\_\_

Or

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**(An Individual, Partnership, or Non-Incorporated Organization)**

Type/Print

Name \_\_\_\_\_

Title \_\_\_\_\_

Name of Organization \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

**(A Corporation)**

Corporation Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Person Authorized to Sign \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

Attest (Secretary) \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

**(A Joint Venture)**

By (Signature) \_\_\_\_\_

Type/Print Name \_\_\_\_\_

Title \_\_\_\_\_

Virginia Contractor No. \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

By (Signature) \_\_\_\_\_

Type/Print Name \_\_\_\_\_

Title \_\_\_\_\_

Virginia Contractor No. \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

(Each joint venturer must sign. The name of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.)

## ***SCHEDULE OF UNIT PRICES***

Project: Bacon's Castle Slave Quarters and Smokehouse Structural Stabilization

Bid Submitted By: \_\_\_\_\_

Unit Prices shall include the furnishing of labor, material and all incidental work called for in the Contract Documents.

**Unit Price #1:**

1. Repair deteriorated brick per square foot.     \$ \_\_\_\_\_
2. Repoint mortar per square foot.                 \$ \_\_\_\_\_

## *CONDITIONS AND INSTRUCTIONS*

1. **Use of Form:** All bids shall be submitted in electronic (.pdf) format in accordance with this form. The offeror may attach/scan other information as required to the electronic document that will be made a part of the bid. Electronic submittals on CD, DVD, USB drives, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org) Preservation Virginia's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception. Preservation Virginia requests that the entire document be returned.
2. **Submittals:** Except as noted above, all bids shall be sent as an attachment to email to: [jsahutski@preservationvirginia.org](mailto:jsahutski@preservationvirginia.org) The subject line must show the bid name. This form shall be included as part of your submittal; else, your response may be considered 'non-responsive.'
3. **Late Bids:** Bids and amendments thereto, if submitted after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their electronic response is sent before the time specified. There will be no exceptions. Electronic proposals sent as an email attachment will show the date and time sent and this will constitute evidence whether proposals are timely.
4. **Preservation Virginia Closures:** Should Preservation Virginia's offices be closed, or its electronic network connectivity prevent receipt of bids at the time of the scheduled proposal closing, the Bids will be opened on the next business day of Preservation Virginia, at the original scheduled hour, or as soon as connectivity is restored during normal business hours. While the opening may be delayed by any such occurrence, it is NOT to be considered an extension of the due date/time. The opening is a private opening.
5. **Acceptance of Bid:** Receipt of the bid by Preservation Virginia is not to be construed as an award or an order to ship.
6. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by Preservation Virginia to the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and Preservation Virginia, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and Preservation Virginia on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or materials during the compilation of the bid, by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of said error(s) may be required.  
  
Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead in person, electronically (email) or by certified mail. Proof of identification may be required. Verbal requests cannot be honored.
8. **Addenda:** If issued, addenda to this solicitation will be posted on the Preservation Virginia website <https://preservationvirginia.org> It is the bidder's responsibility to check the website or

to contact Preservation Virginia prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda should be indicated on the bid form in the appropriate spaces.

9. **Governing Document:** The solicitation document maintained by Preservation Virginia in the electronic bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to Preservation Virginia, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.
10. **Award:** Award will be made to the lowest responsive and responsible bidder also considering their qualifications (best value). The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making determination that the bid is responsive and responsible. Preservation Virginia reserves the right to refuse all bids and to waive any informalities. Determination of low bid shall be determined by the audited figure shown on the pricing page titled ‘Total Bid.’
11. **Negotiation:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, Preservation Virginia may negotiate with the apparent low bidder to adjust the scope in order to obtain a contract price within the available funds.
12. **Announcements:** Upon the award or the announcement of the decision to award a contract, Preservation Virginia will publicly post such notice on their website.
13. **Preservation Virginia’s Rights:** Preservation Virginia reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of Preservation Virginia. Any such action shall be explained in the bid file.
14. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed to Preservation Virginia, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to Preservation Virginia.
15. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid. No price changes are allowed after the bid opening except as allowed in paragraph 11, above.
16. **Delivery:** The time of delivery when requested, must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state. If delivery does not meet the particular and expressed needs of Preservation Virginia, such bids shall be determined to be non-responsive.
17. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder’s risk and expense. Once a decision to award has been made, samples may be returned. Those left for more than 60 days may incur storage fees or be disposed of by Preservation Virginia.
18. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal

accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.

19. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
20. **Capacity of Bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
21. **Rights to Damages:** By signing this bid, the bidder assigns to Preservation Virginia any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of Preservation Virginia.
22. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
23. **Indemnification:** The Contractor shall defend, indemnify and hold Preservation Virginia, and Preservation Virginia's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against Preservation Virginia, Preservation Virginia's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by Preservation Virginia due to the negligent, fraudulent or criminal acts of the contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
24. **Copyright Protection:** The Contractor agrees to defend and save Preservation Virginia, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

25. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affects the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
26. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
27. **SCC Authorization:** All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. 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, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**SCC Number or Statement:** \_\_\_\_\_

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. Preservation Virginia may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

28. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

29. **Payment Terms:** Payment terms shall be 'Net 30'days, from the date of Contractor invoice approval by Preservation Virginia.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

Contractor shall submit invoices in duplicate, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

Contractor shall submit signed lien waivers for all subcontractors with pay request and will not receive payments until these are in place.

30. **Default:** In event of default by the Contractor, Preservation Virginia reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by Preservation Virginia shall not release the contractor from additional remedies that may be allowed by this contract or law.
31. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
32. **Faith-based Organizations:** Preservation Virginia does not discriminate against faith-based organizations.
33. **Anti-Discrimination:** By submitting their bids, bidders certify to Preservation Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
34. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
35. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Preservation Virginia.
36. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of Preservation Virginia.
37. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of Preservation Virginia. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. Preservation Virginia shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by Preservation Virginia. If Preservation Virginia delays the project for any reason for a continuous period of thirty (30) days or more, Preservation Virginia



and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of Preservation Virginia due to causes within Preservation Virginia's control, the above waiver or release shall not apply.

38. **Governing Law:** This Agreement is made, entered into, and shall be performed in the County of Surry, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the County of Surry, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of Preservation Virginia, or written instruction/order from the Court.

39. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

40. **Termination for Convenience:** Preservation Virginia may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by Preservation Virginia, at the time of termination. If Preservation Virginia terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to Preservation Virginia any work completed or in process for which payment has been made.

41. **Termination for Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, Preservation Virginia may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, Preservation Virginia may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to Preservation Virginia any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by Preservation Virginia and provisions herein with respect to opportunity to cure default shall not be applicable.

42. **Contact Prohibition:** Direct contact with Preservation Virginia departments other than Janelle Sahutski, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of Janelle Sahutski. Violation of this prohibition may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contracting Officer shown on the title page of the bid. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of Preservation Virginia regarding this IFB. Any such unauthorized contact may disqualify the bidder from consideration of award regarding this procurement.

43. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and must be noted as an exception. Such exceptions may result in a finding that the submittal is ‘non-responsive’ to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.
44. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of Preservation Virginia’s non-acceptance of additional conditions submitted after the award shall result in termination of the contract by Preservation Virginia, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by Preservation Virginia of any other rights or remedies available to Preservation Virginia by law or contract.
45. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by Preservation Virginia, the contract documents shall control.
46. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Preservation Virginia and its employees, agents or authorized representatives after giving at least three (3) days’ notice to the Contractor by Preservation Virginia. Preservation Virginia shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by Preservation Virginia to the Contractor pursuant to this contract or any renewal or extension of this contract. Preservation Virginia’s employees, agents or authorized representatives shall have access to the Contractor’s facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
47. **Rights and Remedies Not Waived:** In no event shall the making by Preservation Virginia of any payment to the Contractor, or the waiver by Preservation Virginia of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by Preservation Virginia of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by Preservation Virginia while any such breach or default exists shall not impair or prejudice any right or remedies available to Preservation Virginia.

48. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
49. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of Preservation Virginia.
50. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to Preservation Virginia, correct or revise any errors or deficiencies in his performance. Neither Preservation Virginia's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by Preservation Virginia, and the Contractor shall remain liable to Preservation Virginia for all costs which are incurred by Preservation Virginia as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
51. **Changes and Additions:** It shall be the responsibility of the Contractor to notify Preservation Virginia, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement, if approved, shall be negotiated and approved by Preservation Virginia, in writing.

It is understood and agreed to by both Preservation Virginia and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of Preservation Virginia's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to Preservation Virginia's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by Preservation Virginia.

52. **Debarment Status:** By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia, or other governmental jurisdictions, 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.
53. **Safety:** All Contractors and subcontractors performing services for Preservation Virginia are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County 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.
54. **License Requirement:** All firms doing business in the County of Surry are required to be licensed in accordance with the County of Surry business license ordinance. Wholesale and retail merchants without a business location in the County of Surry are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, 757-365-6222.
55. **Contractor's Form:** In cases where Preservation Virginia may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement

cannot be accepted by Preservation Virginia, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, Preservation Virginia's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.

56. **Bidder Qualifications**: Only bids from established contractors for work similar in scope to work herein shall be considered; Preservation Virginia reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

Preservation Virginia may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. (This restriction does not apply to subcontractors)
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- Contractor does not meet project-specific requirements, as identified in the Contract Documents

57. **Pricing to be F.O.B. Destination – Freight Allowed**: Pricing shall be F.O.B. destination, freight allowed, for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to Preservation Virginia location(s) at the unit cost. No additional shipping charges shall be allowed. Ownership of the deliverables shall transfer at delivery.

58. **Value Engineering**: The purchasing agent may provide for incentive contracting that offers a Contractor whose bid is accepted, the opportunity to share in any cost savings realized by the locality when the projects costs are reduced by such Contractor, without affecting project quality, during the construction of the project. The fee, if any, charged by the project engineer or architect for determining such cost savings shall be paid as a separate cost and shall not be calculated as part of any cost savings. Such provisions, including the percentage of cost sharing, shall be included in the language of the contract or may be added by change order with the agreement of both parties.

59. **Competition Intended**: It is Preservation Virginia's intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by Preservation Virginia prior to the date set for bids to close.

60. **Default on Taxes**: Preservation Virginia reserves the right to withhold payment to any contractor that is in arrears, or in default to Preservation Virginia on any debt or Contract, or that has defaulted as a surety, or otherwise on any obligation to Preservation Virginia.

## INSURANCE REQUIREMENTS

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to Preservation Virginia, and such proof has been approved by Preservation Virginia. The Contractor confirms to Preservation Virginia that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
  
- B. Contractor, including all subcontractors, shall, at their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. Preservation Virginia and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing Preservation Virginia of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to Preservation Virginia with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
  - (1) Preservation Virginia and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to Preservation Virginia and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, Preservation Virginia's Attorney, in such Attorney's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Attorney deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit.

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

**(3) Workers' Compensation and Employer's Liability:**

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(A) Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of 3 years after the Contractor's work is concluded.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided

under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against Preservation Virginia and its officers, employees, agents, assigns, and volunteers.

- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish Preservation Virginia with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by Preservation Virginia, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. Preservation Virginia does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that Preservation Virginia or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for Preservation Virginia to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

## **Section B**

*(To be filled out and returned by Successful Bidder)*



## AGREEMENT

THIS AGREEMENT, made and entered into this day of \_\_\_\_\_, 2018, by and between the PRESERVATION VIRGINIA, whose principal office is 204 W. Franklin Street, Richmond, Virginia 23220, hereinafter called "OWNER", party of the first part, and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR", party of the second part.

The CONTRACTOR did, on the \_\_\_\_ day of \_\_\_\_\_ 2018, submit a sealed bid to perform the services stipulated in accordance with plans and specifications prepared by the OWNER entitled Bacon's Castle Slave Quarters and Smokehouse Structural Stabilization which by reference is made a part hereof.

It is mutually understood and agreed by the parties hereto that the Invitation to Bid (**Bacon's Castle Slave Quarters and Smokehouse Structural Stabilization**) inviting Contractors to bid as published, Instructions to Bidder, Schedule of Unit Prices, Bid Form, Contract Agreement, Hold Harmless Agreement, Certificate of Insurance, Scope of Services and Drawings, all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract, all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

- a. The CONTRACTOR agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made a part hereof in strict compliance with the Contract Documents and Contract Sum of \_\_\_\_\_ for the Base Bid and \_\_\_\_\_ for Bid Alternate No. 1.
- b. Invoice payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.
- c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both Preservation Virginia and the Contractor that any modifications or additions to this agreement shall be made only by the full execution of Preservation Virginia's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to Preservation Virginia's execution of its standard Contract Change Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by Preservation Virginia.
- d. CONTRACTOR agrees to begin the work within ten (10) days of Notice to Proceed and

that final completion shall be within one hundred eighty (180) calendar days of Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

OWNER: Preservation Virginia

By: \_\_\_\_\_  
Preservation Virginia Representative

CONTRACTOR:

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, Preservation Virginia Attorney

## **Section C**

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*GENERAL CONDITIONS*

**ARTICLE 1. DEFINITION OF TERMS**

- A. THE "**CONTRACT DOCUMENTS**" SHALL CONSIST OF THE INVITATION TO BID, CONDITIONS AND INSTRUCTIONS, BID CONTRACT AGREEMENT, CONTRACTOR'S CERTIFICATE OF INSURANCE AND ENDORSEMENTS, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATION SECTIONS, CONSTRUCTION DETAILS, ADDENDA, THE DRAWINGS, NOTICE OF AWARD, NOTICE TO PROCEED, INCLUDING ALL MODIFICATIONS THERETO INCORPORATED IN ANY OF THE DOCUMENTS BEFORE AND AFTER EXECUTION OF THE AGREEMENT.
- B. THE WORD "**OWNER**" IS USED TO DESIGNATE THE NON-PROFIT ENTITY OF PRESERVATION VIRGINIA, ACTING THROUGH THE PROPERLY AUTHORIZED REPRESENTATIVES.
- C. THE WORD "**ENGINEER**" SHALL MEAN THE ENGINEER DESIGNATED BY THE OWNER, WHETHER ACTING DIRECTLY OR THROUGH PROPERLY AUTHORIZED AGENTS, INSPECTORS OR REPRESENTATIVES OF THE ENGINEER, ACTING WITHIN THE SCOPE OF DUTIES ENTRUSTED TO THEM. IN THE EVENT THE OWNER SHOULD NOT REQUIRE THE SERVICES OF THE ENGINEER FOR CONTRACT ADMINISTRATION OR INSPECTIONS, THEN THE POWERS, DUTIES, AND RESPONSIBILITIES CONFERRED HEREIN TO THE ENGINEER SHALL BE CONSTRUED TO BE THOSE OF THE OWNER.
- D. THE WORD "**BIDDER**" SHALL BE USED TO DESIGNATE ANY PARTY OR PARTIES SUBMITTING IN PROPER FORM A BID TO PERFORM THE WORK HEREINAFTER SPECIFIED. THE SUCCESSFUL BIDDER, SELECTED BY THE OWNER TO PERFORM THE WORK SPECIFIED, WILL THEREAFTER BE KNOWN AS THE CONTRACTOR.
- E. THE WORD "**CONTRACTOR**" IS USED TO DESIGNATE THE PARTY OR PARTIES CONTRACTING TO PERFORM THE WORK OR HIS OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS.
- F. THE WORD "**SUPERINTENDENT**" SHALL BE USED TO DESIGNATE THE PERSON APPOINTED BY THE CONTRACTOR, ACTING UNDER HIS INSTRUCTIONS AND IN DIRECT CHARGE OF THE WORK FOR THE CONTRACTOR.
- G. THE TERM "**SUBCONTRACTOR**" SHALL MEAN ANY INDIVIDUAL, FIRM OR CORPORATION HAVING A DIRECT CONTRACT, WITH THE CONTRACTOR OR WITH ANY OTHER SUBCONTRACTOR FOR PERFORMANCE OF ANY PART OF THE WORK.
- H. THE TERM "**WORK**" SHALL INCLUDE LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, OR OTHER FACILITIES, DUTIES, OR INCIDENTALS NECESSARY TO COMPLETE THE PROJECT IN COMPLIANCE WITH THE TERMS OF THE CONTRACT DOCUMENTS.
- I. THE WORD "**PROJECT**" SHALL MEAN THE ENTIRE CONSTRUCTION TO BE PERFORMED AS PROVIDED IN THE CONTRACT DOCUMENTS.
- J. "**PROJECT AREA**" SHALL MEAN THE AREA WHERE WORK IS BEING PERFORMED FOR PRESERVATION VIRGINIA.

- K. **"WRITTEN NOTICE"** SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF DELIVERED IN PERSON TO THE INDIVIDUAL OR TO A MEMBER OF THE FIRM OR TO AN OFFICER OF THE CORPORATION FOR WHOM IT IS INTENDED, OR IF DELIVERED AT OR SENT BY REGISTERED MAIL TO THE LAST BUSINESS ADDRESS KNOWN TO HIM WHO GIVES THE NOTICE.
- L. THE WORDS **"AS DIRECTED," "AS REQUIRED," "AS PERMITTED," "AS ALLOWED,"** OR PHRASES OF LIKE EFFECT OR IMPORT AS USED HEREIN SHALL MEAN THAT THE DIRECTION, REQUIREMENT, PERMISSION OR ALLOWANCE OF THE ENGINEER OR OWNER IS INTENDED, AND SIMILARLY THE WORDS **"ACCEPTED," "APPROVED," "REASONABLE," "SUITABLE," "PROPERLY," "SATISFACTORY,"** OR WORDS OF LIKE EFFECT OR IMPORT, UNLESS OTHERWISE PARTICULARLY SPECIFIED HERE, SHALL MEAN ACCEPTABLE, APPROVED, REASONABLE, SUITABLE, PROPERLY OR SATISFACTORY IN THE JUDGMENT OF THE ENGINEER OR OWNER.
- M. THE WORD **"ADDENDUM"** SHALL MEAN A MODIFICATION OF THE CONTRACT DOCUMENTS ISSUED IN WRITING BY THE ENGINEER OR OWNER PRIOR TO THE OPENING OF THE BIDS.
- N. THE TERM **"FIELD ORDER"** SHALL MEAN A WRITTEN ORDER ISSUED BY THE OWNER SUBSEQUENT TO THE FORMAL EXECUTION OF THE CONTRACT DOCUMENTS. WHICH ORDERS MINOR CHANGES IN THE WORK WHICH ARE COMPATIBLE WITH THE DESIGN CONCEPT OF THE COMPLETED PROJECT AS A FUNCTIONING WHOLE AS INDICATED BY THE CONTRACT DOCUMENTS BUT WHICH DOES NOT INVOLVE A CHANGE IN CONTRACT PRICE OR THE CONTRACT TIMES.
- O. THE TERM **"CHANGE ORDER"** SHALL MEAN A MODIFICATION OF THE CONTRACT REQUIREMENTS ISSUED IN WRITING BY THE OWNER SUBSEQUENT TO THE FORMAL EXECUTION OF THE CONTRACT DOCUMENTS WHICH INVOLVES A CHANGE IN CONTRACT PRICE OR THE CONTRACT TIMES.
- P. ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE CONTRACT. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL "DAYS" SHALL BE CONSTRUED TO MEAN CALENDAR DAYS.
- Q. THE WORDS **"SUBSTANTIAL COMPLETION"** SHALL MEAN THE WORK (OR A SPECIFIED PORTION THEREOF) HAS PROGRESSED TO THE POINT WHERE, IN THE OPINION OF THE ENGINEER, IT IS SUFFICIENTLY COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SO THAT THE WORK CAN BE UTILIZED FOR THE PURPOSES FOR WHICH IT WAS INTENDED.
- R. THE TERM **"OR APPROVED EQUAL"** PERTAINS TO THE USE OF MATERIALS CURRENTLY ACCEPTED BY THE DEPARTMENT OF PUBLIC UTILITIES. ITEMS NOT CURRENTLY ACCEPTED MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO INCORPORATION IN THE WORK.
- S. THE TERM **"FORCE ACCOUNT"** SHALL MEAN WORK NOT SHOWN ON THE PLANS OR REQUIRED BY THE CONTRACT DOCUMENTS THAT IS NECESSARY FOR THE COMPLETION



OF THE CONTRACT, WHICH SHALL BE CONSIDERED ADDITIONAL WORK AND WILL BE PAID FOR IN THE MANNER SET FORTH HEREINAFTER.

**ARTICLE 2. EXECUTION, CORRELATION, AND INTENT OF CONTRACT DOCUMENTS.**

THE CONTRACT DOCUMENTS SHALL BE EXECUTED BY THE OWNER AND THE CONTRACTOR IN SUCH NUMBERS AS REQUIRED BY THE OWNER.

THE CONTRACT DOCUMENTS ARE COMPLEMENTARY AND WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY FOR THE PROPER EXECUTION OF THE WORK. IT IS NOT INTENDED, HOWEVER, THAT MATERIALS OR WORK NOT COVERED BY OR PROPERLY INFERABLE FROM ANY HEADING, BRANCH, CLASS, OR TRADE OF THE SPECIFICATIONS SHALL BE SUPPLIED UNLESS DISTINCTLY SO NOTED ON THE DRAWINGS. MATERIALS OR WORK DESCRIBED IN WORDS WHICH SO APPLIED HAVE A WELL-KNOWN TECHNICAL OR TRADE MEANING SHALL BE HELD TO REFER TO SUCH RECOGNIZED STANDARDS. THE DESIGNATION "ARCHITECTURAL," "STRUCTURAL," "ELECTRICAL," AND THE LIKE, IN THE DRAWING TITLES ARE PROVIDED FOR CONVENIENCE ONLY, AND ARE NOT INTENDED TO DEFINE THE WORK TO BE DONE BY ANY TRADES OR SUBCONTRACTORS.

**ARTICLE 3. CONTRACTOR'S UNDERSTANDING.**

IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS, BY CAREFUL EXAMINATION, SATISFIED HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, THE CONFORMATION OF THE GROUND, THE CHARACTER, EQUIPMENT AND FACILITIES NEEDED PRELIMINARY TO AND DURING THE PROSECUTION OF THE WORK, THE GENERAL AND LOCAL CONDITIONS, AND ALL OTHER MATTERS WHICH CAN IN ANY WAY AFFECT THE WORK UNDER THIS CONTRACT. NO VERBAL AGREEMENT OR CONVERSATION WITH ANY OFFICER, AGENT OR EMPLOYEE OF THE OWNER, EITHER BEFORE OR AFTER THE EXECUTION OF THIS CONTRACT, SHALL AFFECT OR MODIFY ANY OF THE TERMS OR OBLIGATIONS HEREIN CONTAINED.

THE SUBMISSION OF A BID SHALL BE PRIMA FACIE EVIDENCE THAT THE BIDDER THOROUGHLY UNDERSTANDS THE DRAWINGS, TERMS OF THE SPECIFICATIONS, AND HAS MADE HIMSELF FAMILIAR WITH ALL FEDERAL AND STATE LAWS, LOCAL LAWS, ORDINANCES, AND REGULATIONS WHICH IN ANY MANNER AFFECT THE WORK OR ITS PROSECUTION.

**ARTICLE 4. CONSTRUCTION STANDARDS.**

THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLYING WITH ALL LOCAL CODES AND ALL REVISIONS THERETO WHERE CONFLICTS OCCUR WITH THE CODES AND THE REQUIREMENTS SET FORTH HEREIN, THE CODES SHALL GOVERN. WAIVER OF ANY REQUIREMENTS SET FORTH BY THE CODES IS AT THE DISCRETION OF THE OWNER.

**ARTICLE 5. DETAILED DRAWINGS AND INSTRUCTIONS.**

THE ENGINEER SHALL FURNISH WITH REASONABLE PROMPTNESS, ADDITIONAL INSTRUCTION, BY MEANS OF DRAWINGS OR OTHERWISE, NECESSARY FOR THE PROPER EXECUTION OF THE WORK. ALL SUCH DRAWINGS AND INSTRUCTIONS SHALL BE CONSISTENT WITH THE CONTRACT DOCUMENTS. WHERE SIZES ARE NOT MARKED PLAINLY ON THE DRAWINGS, THE SIZE OF CORRESPONDING PARTS MAY BE FOLLOWED, OR THE ENGINEER WILL DETERMINE THE SIZES WHEN DIMENSIONS ARE ENTIRELY OMITTED.

THE CONTRACTOR SHALL VERIFY ALL FIGURES ON THE PLANS AND WILL BE RESPONSIBLE FOR THE PROPER COORDINATION OF ALL DIMENSIONS AS WELL AS THE DIFFERENT PARTS OF THE WORK.

**ARTICLE 6. SHOP DRAWINGS.**

- A. THE TERM "SHOP DRAWINGS," AS USED HEREIN SHALL INCLUDE FABRICATION, ERECTION AND SETTING DRAWINGS, MANUFACTURERS' STANDARD DRAWINGS, SCHEDULES, DESCRIPTIVE LITERATURE, CATALOGS, BROCHURES, PERFORMANCE AND TEST DATA, WIRING AND CONTROL DIAGRAMS AND ALL OTHER DESCRIPTIVE DATA PERTAINING TO THE MATERIALS AND EQUIPMENT AS REQUIRED TO DEMONSTRATE COMPLIANCE WITH THE CONTRACT REQUIREMENTS.
- B. THE CONTRACTOR SHALL SUBMIT FOR THE APPROVAL OF THE OWNER ALL SHOP DRAWINGS REQUIRED BY THE SPECIFICATIONS OR REQUESTED BY THE OWNER. ALL SUCH SUBMISSIONS SHALL BE MADE WITH SUCH PROMPTNESS AS TO CAUSE NO DELAY IN THIS OR ANY OTHER CONTRACTOR ON THE PROJECT, AND TO ALLOW REASONABLE TIME FOR REVIEW.
- C. SHOP DRAWINGS SHALL BE SUBMITTED IN SUCH NUMBER OF COPIES THAT THREE (3) COPIES MAY BE RETAINED BY THE OWNER. EACH SUBMISSION SHALL BE ACCOMPANIED BY A LETTER OF TRANSMITTAL IN DUPLICATE, LISTING THE CONTENTS OF THE SUBMISSION AND IDENTIFYING EACH ITEM BY REFERENCE TO SPECIFICATION SECTION OR DRAWING. ALL SHOP DRAWINGS SHALL BE CLEARLY LABELED WITH THE NAME OF THE PROJECT AND OTHER NECESSARY INFORMATION. CATALOG PLATES AND OTHER SIMILAR MATERIAL THAT CANNOT BE SO LABELED CONVENIENTLY, SHALL BE BOUND IN SUITABLE COVERS BEARING THE IDENTIFYING DATA.
- D. SHOP DRAWINGS SHALL BE ACCOMPANIED BY ALL REQUIRED CERTIFICATIONS AND OTHER SUCH SUPPORTING MATERIAL, AND SHALL BE SUBMITTED IN SUCH SEQUENCE OR IN SUCH GROUPS THAT ALL RELATED ITEMS MAY BE REVIEWED TOGETHER. WHEN SHOP DRAWINGS CANNOT BE REVIEWED BECAUSE THE SUBMISSION IS NOT COMPLETE, OR BECAUSE SHOP DRAWINGS ON RELATED ITEMS HAVE NOT BEEN RECEIVED, THEN SUCH SHOP DRAWINGS WILL BE RETURNED WITHOUT ACTION OR WILL BE HELD, AND NOT REVIEWED, UNTIL THE LACKING MATERIAL IS RECEIVED.
- E. SHOP DRAWINGS SHALL HAVE BEEN CHECKED BY THE CONTRACTOR AND COORDINATED WITH ALL OTHER RELATED OR AFFECTED WORK BEFORE THEY ARE SUBMITTED FOR APPROVAL, AND SHALL BEAR THE CONTRACTOR'S CERTIFICATION THAT HE HAS CHECKED AND APPROVED THEM AS COMPLYING WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. SHOP DRAWINGS SUBMITTED WITHOUT SUCH CERTIFICATION AND COORDINATION WILL BE RETURNED TO THE CONTRACTOR WITHOUT ACTION, AND WILL NOT BE CONSIDERED A FORMAL SUBMISSION.
- F. IF THE SHOP DRAWINGS SHOW VARIATIONS FROM THE DRAWINGS AND SPECIFICATIONS BECAUSE OF STANDARD SHOP PRACTICE OR OTHER REASONS, THE CONTRACTOR SHALL MAKE SPECIFIC MENTION OF SUCH VARIATION IN HIS LETTER OF TRANSMITTAL IN ORDER THAT, IF ACCEPTABLE, SUITABLE ACTION MAY BE TAKEN FOR PROPER ADJUSTMENT; OTHERWISE, THE CONTRACTOR WILL NOT BE RELIEVED OF THE RESPONSIBILITY FOR EXECUTING THE WORK IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS EVEN THOUGH SUCH SHOP DRAWINGS HAVE BEEN APPROVED.

- G. THE OWNER SHALL PASS UPON THE SHOP DRAWINGS WITH REASONABLE PROMPTNESS. REVIEWING AND/OR APPROVAL OF SHOP DRAWINGS WILL BE GENERAL, FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS, AND WILL NOT INCLUDE QUANTITIES, DETAIL DIMENSIONS, NOR ADJUSTMENTS OF DIMENSIONS TO ACTUAL FIELD CONDITIONS. APPROVAL SHALL NOT BE CONSTRUED AS PERMITTING ANY DEPARTURE FROM CONTRACT REQUIREMENTS, AUTHORIZATION OF ANY INCREASE IN PRICE NOR AS RELIEVING THE CONTRACTOR OF THE RESPONSIBILITY FOR ANY ERROR IN DETAILS, DIMENSIONS OR OTHERWISE THAT MAY EXIST.

**ARTICLE 7. DISCREPANCIES.**

ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND SPECIFICATIONS AND SITE CONDITIONS OR ANY INCONSISTENCIES OR AMBIGUITIES IN THE PLANS OR SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER, IN WRITING, WHO SHALL PROMPTLY CORRECT SUCH INCONSISTENCIES OR AMBIGUITIES IN WRITING. WORK DONE BY THE CONTRACTOR AFTER HIS DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES OR AMBIGUITIES SHALL BE DONE AT THE CONTRACTOR'S RISK. IF THE CONTRACTOR, IN THE COURSE OF THE WORK, FINDS ANY DISCREPANCY BETWEEN THE DRAWINGS AND THE PHYSICAL CONDITIONS OF THE LOCALITY, OR ANY ERRORS, OR OMISSIONS IN DRAWINGS OR IN THE LAYOUT AS GIVEN BY POINTS AND INSTRUCTIONS, IT SHALL BE HIS DUTY TO IMMEDIATELY INFORM THE ENGINEER AND THE OWNER IN WRITING, AND THE ENGINEER AND OWNER SHALL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH DISCOVERY, UNTIL AUTHORIZED, WILL BE DONE AT THE CONTRACTOR'S RISK AND EXPENSE.

**ARTICLE 8. COPIES OF DRAWINGS FURNISHED.**

**ARTICLE 9. OWNERSHIP OF DRAWINGS.**

ALL DRAWINGS AND SPECIFICATIONS FURNISHED BY THE ENGINEER ARE PROPERTY OF THE OWNER. THEY ARE NOT TO BE USED ON OTHER WORK AND, WITH THE EXCEPTION OF THE SIGNED CONTRACT SET, ARE TO BE RETURNED TO THE OWNER ON REQUEST, AT THE COMPLETION OF THE WORK. ALL MODELS ARE THE PROPERTY OF THE OWNER.

**ARTICLE 10. DRAWINGS AND SPECIFICATIONS ON THE WORK.**

THE CONTRACTOR SHALL KEEP ONE (1) COPY OF ALL DRAWINGS AND THE SPECIFICATIONS AT THE JOB SITE, IN GOOD ORDER, AVAILABLE TO THE OWNER.

**ARTICLE 11. PROGRESS OF THE WORK.**

IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR WILL EXECUTE THE AGREEMENT WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE OF AWARD. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE FORCE OF LABOR AND EQUIPMENT TO PROSECUTE THE WORK AT AS MANY DIFFERENT POINTS AS MAY BE NECESSARY TO INSURE THE COMPLETION OF SAME WITHIN THE TIME LIMIT FOR THE COMPLETION AS SET FORTH IN THIS AGREEMENT.

THE CONTRACTOR SHALL FURNISH A PROGRESS SCHEDULE FOR APPROVAL BY THE OWNER AND THE ENGINEER. IT SHALL BE INCUMBENT UPON THE CONTRACTOR TO PROVIDE THE MANPOWER AND EQUIPMENT TO MAINTAIN THIS SCHEDULE. IN THE EVENT PERIODIC ESTIMATES INDICATE THE SCHEDULE IS NOT BEING MET, THE CONTRACTOR MAY BE REQUIRED TO FURNISH IN WRITING TO THE ENGINEER THE METHOD HE PROPOSES TO EMPLOY TO RETURN THE PROJECT TO THE ORIGINAL SCHEDULE. THE OWNER MAY WITHHOLD PAYMENTS IF THE WORK IS NOT

PROCEEDING IN ACCORDANCE WITH TERMS OF THIS AGREEMENT. ALL WORK SHALL BE FAITHFULLY UNDERTAKEN, PERFORMED AND COMPLETED WITHIN THE TIME DESIGNATED IN THE CONTRACT, AS TIME IS UNDERSTOOD TO BE THE ESSENCE OF THE CONTRACT.

**ARTICLE 12. ORDER OF COMPLETION.**

THE CONTRACTOR SHALL SUBMIT AT SUCH TIME AS MAY BE REQUESTED BY THE OWNER, SCHEDULES WHICH SHALL SHOW THE ORDER IN WHICH THE CONTRACTOR WILL START THE SEVERAL PARTS OF THE WORK AND ESTIMATED DATES OF COMPLETION OF THE SEVERAL PARTS. WHEN APPROVED, SUCH SCHEDULE SHALL GOVERN THE WORK. THE OWNER RESERVES THE RIGHT TO ESTABLISH AN ORDER OF PRECEDENCE FOR THE COMPLETION OF THE WORK.

**ARTICLE 13. SUPERINTENDENCE, SUPERVISION.**

THE CONTRACTOR SHALL KEEP ON HIS WORK DURING ITS PROGRESS A COMPETENT SUPERINTENDENT AND ANY NECESSARY ASSISTANTS, ALL SATISFACTORY TO THE OWNER. THE SUPERINTENDENT SHALL NOT BE CHANGED EXCEPT WITH THE CONSENT OF THE OWNER, UNLESS THE SUPERINTENDENT PROVES TO BE UNSATISFACTORY TO THE CONTRACTOR AND CEASES TO BE IN HIS EMPLOY. THE SUPERINTENDENT SHALL REPRESENT THE CONTRACTOR IN HIS ABSENCE AND ALL DIRECTIONS GIVEN TO HIM SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. IMPORTANT DIRECTIONS SHALL BE CONFIRMED UPON WRITTEN REQUEST IN EACH CASE. THE CONTRACTOR SHALL GIVE EFFICIENT SUPERVISION TO THE WORK, USING HIS BEST SKILL AND ATTENTION.

**ARTICLE 14. MATERIALS, APPLIANCES, EMPLOYEES.**

UNLESS OTHERWISE STIPULATED, THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL MATERIALS, LABOR, WATER, TOOLS, EQUIPMENT, LIGHT, POWER, TRANSPORTATION, SANITARY FACILITIES, AND OTHER FACILITIES NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK.

UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE NEW AND BOTH WORKMANSHIP AND MATERIALS SHALL BE OF GOOD QUALITY. THE CONTRACTOR SHALL, IF REQUIRED, FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS.

THE CHARACTER, CONDITIONS, ADAPTABILITY, AND QUANTITY OF EQUIPMENT USED BY THE CONTRACTOR SHALL BE SUCH AS MAY BE NECESSARY FOR THE PROPER EXECUTION OF THE WORK WITHIN THE SPECIFIED WORKING TIME. THE EQUIPMENT USED SHALL BE MAINTAINED IN GOOD CONDITION AND SHALL BE SUBJECT TO APPROVAL OF THE OWNER PRIOR TO AND DURING ITS USE IN CONNECTION WITH THE WORK TO BE PERFORMED UNDER THIS CONTRACT.

THE CONTRACTOR SHALL AT ALL TIMES ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG HIS EMPLOYEES. NO PERSON UNDER THE AGE OF SIXTEEN (16) YEARS, NO PERSON WHO, AT THE TIME, IS SERVING A SENTENCE IN A PENAL OR CORRECTIONAL INSTITUTION, AND NO PERSON WHO HAS BEEN CONVICTED OF COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC CONTRACT OR SUBCONTRACT, SHALL BE EMPLOYED ON THE WORK COVERED BY THIS CONTRACT.

NEITHER PARTY SHALL EMPLOY OR HIRE ANY EMPLOYEES OF THE OTHER PARTY WITHOUT HIS CONSENT. THE CONTRACTOR SHALL AT ALL TIMES ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG HIS EMPLOYEES. IF THE CONTRACTOR OR ANY OF HIS EMPLOYEES AT ANY TIME IN ANY WAY ABUSES PHYSICALLY OR VERBALLY ANY PRESERVATION VIRGINIA EMPLOYEE ENGAGED IN PERFORMANCE OF HIS DUTIES WITH REFERENCE TO SUPERVISION OR INSPECTION OF THE PROJECT OR PERFORMANCE OF ANY OTHER DUTIES RELATED TO PRESERVATION

VIRGINIA, THE CONTRACTOR MAY BE ORDERED BY PRESERVATION VIRGINIA TO REMOVE HIS PERSON AND/OR ANY OF HIS EMPLOYEES ENGAGING IN SUCH CONDUCT FROM THE JOB SITE FOR THE DURATION OF THE CONTRACT. SHOULD THE CONTRACTOR REFUSE TO DO SO, THE CONTRACT MAY IMMEDIATELY AND WITHOUT ADVANCE NOTICE TO SURETIES BE TERMINATED BY PRESERVATION VIRGINIA.

**ARTICLE 15. ROYALTIES AND PATENTS.**

THE CONTRACTOR SHALL PAY ROYALTIES AND LICENSE FEES. HE SHALL DEFEND ALL SUITS OR CLAIMS FOR THE INFRINGEMENT OF ANY PATENT RIGHTS AND SHALL SAVE THE OWNER HARMLESS FROM LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE OWNER SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED, BUT IF THE CONTRACTOR HAS INFORMATION THAT THE PROCESS OR ARTICLE SPECIFIED IS INFRINGEMENT OF A PATENT, HE SHALL BE RESPONSIBLE FOR SUCH LOSS UNLESS HE PROMPTLY GIVES SUCH INFORMATION IN WRITING TO THE ENGINEER AND OWNER.

**ARTICLE 16. SURVEYS, PERMITS, AND REGULATIONS.**

PERMITS AND LICENSES NECESSARY FOR THE PROSECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR. EASEMENTS AND RIGHT-OF-WAY FOR PERMANENT STRUCTURES OR PERMANENT CHANGES IN EXISTING FACILITIES SHALL BE SECURED AND PAID FOR BY THE OWNER, UNLESS OTHERWISE SPECIFIED.

THE CONTRACTOR WILL HAVE IN HAND, ON SITE, AN APPROVED TRAFFIC CONTROL PLAN AND AN APPROVED HIGHWAY PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. NO CONSTRUCTION WILL BE PERFORMED UNTIL THESE REQUIREMENTS ARE MET.

THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, AND REGULATIONS BEARING ON THE CONDUCT OF THE WORK AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER AND OWNER IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED AS PROVIDED IN THE CONTRACT FOR CHANGES IN THE WORK. IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH LAWS, ORDINANCES, RULES AND REGULATIONS AND WITHOUT SUCH NOTICE TO THE ENGINEER AND OWNER, HE AGREES TO BEAR ALL COSTS AND PENALTIES ARISING THEREFROM.

UNLESS OTHERWISE SPECIFIED, THE OWNER SHALL FURNISH ALL LAND SURVEYS ANDESTABLISH ALL BASE LINES FOR LOCATING THE PRINCIPAL COMPONENT PARTS OF THEWORK TOGETHER WITH A SUITABLE NUMBER OF BENCH MARKS ADJACENT TO THE WORK. FROM THE INFORMATION PROVIDED BY THE OWNER, THE CONTRACTOR SHALL DEVELOP AND MAKE ALL DETAIL SURVEYS NEEDED FOR CONSTRUCTION.

**ARTICLE 17. POINTS AND INSTRUCTIONS.**

THE CONTRACTOR SHALL PROVIDE REASONABLE AND NECESSARY OPPORTUNITIES AND FACILITIES FOR SETTING POINTS AND MAKING MEASUREMENTS. HE SHALL NOT PROCEED UNTIL HE HAS MADE TIMELY DEMAND UPON THE OWNER FOR, AND HAS RECEIVED FROM HIM, SUCH POINTS AND INSTRUCTIONS AS MAY BE NECESSARY AS THE WORK PROGRESSES. THE WORK SHALL BE DONE IN STRICT CONFORMITY WITH SUCH POINTS AND INSTRUCTIONS.

**ARTICLE 18. EXISTING STRUCTURES.**

THE LOCATION OF EXISTING SEWERS, WATER AND GAS PIPES, CONDUITS AND OTHER STRUCTURES ACROSS OR ALONG THE LINE OF THE PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN, THE LOCATION, DEPTH AND DIMENSION OF SUCH STRUCTURE ARE ONLY APPROXIMATELY CORRECT. THE CONTRACTOR SHALL HAVE A WORKING PIPE LOCATOR ON THE JOB AT ALL TIMES.

THE CONTRACTOR SHALL DIG THE NECESSARY TEST HOLES FOR THE PURPOSE OF LOCATING EXISTING UNDERGROUND STRUCTURES. SUCH EXCAVATION SHALL NOT BE UNDERTAKEN WITHOUT FORTY-EIGHT (48) HOURS PRIOR NOTICE TO THE OWNER.

NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE OR OTHER OBSTRUCTION OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF SAME.

**ARTICLE 19. CARE OF EXISTING STRUCTURES.**

THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE DONE TO ANY STRUCTURES OR PROPERTY ARISING THROUGH HIS NEGLIGENCE OR CARELESSNESS. HE SHALL TAKE CARE OF AND MAINTAIN ALL UNDERGROUND, OVERHEAD OR SURFACE UTILITIES ENCOUNTERED IN THE PERFORMANCE OF THE WORK. PRIOR TO COMMENCING WORK, CONTRACTOR SHALL CONTACT THE UTILITY INFORMATION CENTER ("MISS UTILITY"), TELEPHONE 1-800-552-7001 FOR ASSISTANCE IN LOCATING EXISTING UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL OBSERVE ALL PRECAUTIONS WITH RESPECT TO FIRE AND AVOID THE INDISCRIMINATE MUTILATION, OR CUTTING DOWN OF TREES, WITHIN AND OUTSIDE OF PROJECT WORK AREAS OR EASEMENTS. ANY DAMAGE TO PROPERTY OR EASEMENTS NOT IN THE WORK AREA ARISING FROM THE CONTRACTOR'S NEGLIGENCE OR CARELESSNESS IN PERFORMANCE OF THE WORK WILL BE THE CONTRACTOR'S RESPONSIBILITY.

THE CONTRACTOR SHALL NOT USE PRIVATE PROPERTY IN CONNECTION WITH THE WORK UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE PROPERTY OWNER. A COPY OF THE WRITTEN PERMISSION SHALL BE FURNISHED TO PRESERVATION VIRGINIA. THE WRITTEN STATEMENT OF PERMISSION SHALL ALSO INDICATE THE NAME, ADDRESS, AND PHONE NUMBER OF THE PROPERTY OWNER. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO TAKE PHOTOGRAPHS OF THE PROPERTY PRIOR TO ITS USE IN CASE OF DISPUTES ARISING FROM THE USE OF THE PROPERTY. VERIFICATION OF OWNERSHIP SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

**ARTICLE 20. PROTECTION OF WORK AND PROPERTY.**

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY WATCHMEN, BARRICADES, LIGHTS AND WARNING SIGNS, AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION AND SAFETY OF THE PUBLIC. HE SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL WORK FROM DAMAGE AND SHALL TAKE ALL REASONABLE PRECAUTIONS TO PROTECT THE OWNER'S PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THIS CONTRACT. HE SHALL MAKE GOOD ANY DAMAGE, INJURY OR LOSS TO HIS WORK AND TO THE PROPERTY OF THE OWNER RESULTING FROM LACK OF REASONABLE PROTECTIVE PRECAUTIONS, EXCEPT SUCH AS MAY BE DUE TO ERRORS IN THE CONTRACT DOCUMENTS, OR CAUSED BY AGENT OR EMPLOYEES OF THE OWNER. HE SHALL ADEQUATELY PROTECT ADJACENT PRIVATE AND PUBLIC PROPERTY, AS PROVIDED BY LAW AND THE CONTRACT DOCUMENTS.

IN AN EMERGENCY AFFECTING THE SAFETY OF LIFE OR LOSS OR DAMAGE TO THE WORK OR TO THE ADJOINING PROPERTY, THE CONTRACTOR WITHOUT SPECIAL INSTRUCTION OR AUTHORIZATION FROM THE ENGINEER OR OWNER, IS HEREBY PERMITTED TO ACT, AT HIS DISCRETION, TO PREVENT SUCH THREATENED LOSS OR INJURY, AND HE SHALL SO ACT, WITHOUT APPEAL AS IF INSTRUCTED OR AUTHORIZED. THE CONTRACTOR SHALL PROVIDE WRITTEN DOCUMENTATION CONCERNING THE CIRCUMSTANCES OF THE EMERGENCY TO THE OWNER AS SOON AS PRACTICAL. ANY COMPENSATION, CLAIMED BY THE CONTRACTOR ON ACCOUNT OF EMERGENCY WORK, SHALL BE DETERMINED BY AGREEMENT OR LITIGATION AS PROVIDED FOR IN ARTICLE 59 HEREIN.

THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCH MARKS, REFERENCE POINTS AND STAKES, AND IN CASE OF WILLFUL OR CARELESS DESTRUCTION, HE SHALL BE CHARGED WITH THE RESULTING EXPENSE AND SHALL BE RESPONSIBLE FOR ANY MISTAKES THAT MAY BE CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.

**ARTICLE 21. PROJECT COORDINATION.**

WHERE REQUIRED BY STATE, FEDERAL, OR LOCAL REGULATIONS, THE CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION PLAN WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND WILL OBTAIN THEIR APPROVALS TO DATE OF WORK, PERMITS, TYPE OF TEMPORARY PATCHING, TRAFFIC CONTROL, TYPE AND PLACEMENT OF TRAFFIC CONTROLS, SAFETY DEVICES, AND FLAGMEN. EXISTING COUNTY WATER AND SEWER VALVES MAY ONLY BE OPENED AND CLOSED BY OR UNDER THE DIRECT SUPERVISION OF DEPARTMENT OF PUBLIC UTILITIES PERSONNEL. THE ONLY EXCEPTION IS AN EMERGENCY SITUATION AFFECTING PUBLIC HEALTH OR SAFETY IN WHICH CASE THE CONTRACTOR WOULD ACT IN ACCORDANCE WITH ARTICLE 20.

ANY CONTRACTOR FOUND VIOLATING THIS PROVISION MAY BE SUBJECT TO PROSECUTION FOR TAMPERING WITH COUNTY PROPERTY.

**ARTICLE 22. INSPECTION OF SITE AND WORK.**

THE OWNER AND HIS REPRESENTATIVES SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHENEVER IT IS, IN PREPARATION OR PROGRESS, AND THE CONTRACTOR SHALL PROVIDE FOR SUCH ACCESS AND FOR INSPECTION.

THE OWNER WILL APPOINT SUCH PERSON OR PERSONS AS HE MAY DEEM NECESSARY TO PROPERLY INSPECT THE MATERIALS FURNISHED AND WORK DONE UNDER THE CONTRACT, AND TO SEE THAT THE SAME STRICTLY CORRESPONDS WITH THE DRAWINGS AND SPECIFICATIONS. WORK AND MATERIALS WILL BE INSPECTED PROMPTLY, BUT IF, FOR ANY REASON DELAY SHOULD OCCUR, THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTRA COMPENSATION.

THE FAILURE OF THE INSPECTOR TO REJECT OR CONDEMN IMPROPER MATERIALS AND WORKMANSHIP SHALL NOT PREVENT THE OWNER FROM REJECTING MATERIALS AND WORKMANSHIP FOUND DEFECTIVE AT ANY TIME PRIOR TO THE FINAL ACCEPTANCE OF THE COMPLETED WORK, NOR SHALL IT BE CONSIDERED AS A WAIVER OF ANY DEFECTS WHICH MAY BE DISCOVERED LATER, OR AS PREVENTING PRESERVATION VIRGINIA AT ANY TIME PRIOR TO THE EXPIRATION OF THE GUARANTEE PERIOD FROM RECOVERING DAMAGES FOR WORK ACTUALLY DEFECTIVE.

IF THE SPECIFICATIONS, OWNER'S INSTRUCTIONS, LAWS, ORDINANCES, OR ANY PUBLIC AUTHORITY REQUIRE ANY WORK TO BE SPECIFICALLY TESTED OR APPROVED, THE CONTRACTOR SHALL GIVE THE OWNER TIMELY NOTICE OF ITS READINESS FOR INSPECTION AND, IF THE INSPECTION IS BY ANOTHER AUTHORITY THAN THE OWNER, OF THE DATE FIXED

FOR SUCH INSPECTION. INSPECTIONS BY THE OWNER SHALL BE PROMPTLY MADE, AND WHERE PRACTICABLE AT THE SOURCE OF SUPPLY. IF ANY WORK SHOULD BE COVERED UP WITHOUT APPROVAL OR CONSENT OF THE OWNER, IT MUST, IF REQUIRED BY THE OWNER, BE UNCOVERED FOR EXAMINATION.

REEXAMINATION OF QUESTIONED WORK MAY BE ORDERED BY THE OWNER AND IF SO ORDERED, THE WORK MUST BE UNCOVERED BY THE CONTRACTOR. IF SUCH WORK BE FOUND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE OWNER SHALL PAY THE COST OF REEXAMINATION AND REPLACEMENT. IF SUCH WORK BE FOUND NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL PAY SUCH COST, UNLESS HE SHALL SHOW THAT THE DEFECT IN THE WORK WAS CAUSED BY ANOTHER CONTRACTOR, AND IN THAT EVENT THE OWNER SHALL SEEK CORRECTIVE ACTION FROM THE OTHER CONTRACTOR.

**ARTICLE 23. ENGINEER'S/OWNER'S STATUS.**

THE ENGINEER AND/OR OWNER SHALL MAKE PERIODIC VISITS TO THE JOB TO FAMILIARIZE HIMSELF GENERALLY WITH THE PROGRESS AND QUALITY OF THE WORK BEING CONSTRUCTED. HE WILL CARRY OUT REASONABLE INSPECTIONS OF THE WORK TO DETERMINE IF, IN GENERAL, THE CONTRACTOR IS PROCEEDING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE OWNER MAY STOP THE PROCEEDING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE OWNER MAY STOP THE WORK WHENEVER SUCH STOPPAGE MAY BE NECESSARY TO INSURE THE PROPER EXECUTION OF THE CONTRACT. HE SHALL ALSO HAVE AUTHORITY TO REJECT ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE CONTRACT, TO REQUIRE THE APPLICATION OF FORCES TO ANY PORTION OF THE WORK AS IN HIS JUDGEMENT IS NECESSARY, AND TO DECIDE QUESTIONS WHICH ARISE IN THE EXECUTION OF THE WORK.

**ARTICLE 24. CORRECTION OF WORK BEFORE FINAL PAYMENT.**

THE CONTRACTOR SHALL PROMPTLY REMOVE FROM THE PREMISES ALL MATERIALS CONDEMNED BY THE OWNER AS FAILING TO CONFORM TO THE CONTRACT, WHETHER INCORPORATED IN THE WORK OR NOT, AND THE CONTRACTOR SHALL PROMPTLY REPLACE AND RE-EXECUTE HIS OWN WORK IN ACCORDANCE WITH THE CONTRACT AND WITHOUT EXPENSE TO THE OWNER AND SHALL BEAR THE EXPENSE OF MAKING GOOD ALL WORK OF OTHERS DESTROYED OR DAMAGED BY SUCH REMOVAL OR REPLACEMENT.

IF THE CONTRACTOR DOES NOT REMOVE SUCH CONDEMNED WORK AND MATERIALS WITHIN A REASONABLE TIME, FIXED BY WRITTEN NOTICE, THE OWNER MAY REMOVE AND THEN MAY STORE THE MATERIALS AT THE EXPENSE OF THE CONTRACTOR. IF THE CONTRACTOR DOES NOT PAY THE EXPENSE OF SUCH REMOVAL AND STORAGE WITHIN TEN (10) DAYS TIME THEREAFTER, THE OWNER MAY UPON TEN (10) DAYS WRITTEN NOTICE, SELL SUCH MATERIALS AT AUCTION OR AT PRIVATE SALE AND SHALL ACCOUNT FOR THE NET PROCEEDS THEREOF AFTER DEDUCTING ALL THE COSTS AND EXPENSES THAT SHOULD HAVE BEEN BORNE BY THE CONTRACTOR.

**ARTICLE 25. SUSPENSION OF WORK.**

THE OWNER MAY AT ANY TIME SUSPEND THE WORK, OR ANY PART THEREOF BY GIVING TEN (10) DAYS NOTICE TO THE CONTRACTOR IN WRITING. THE WORK SHALL BE RESUMED BY THE CONTRACTOR WITHIN TEN (10) DAYS AFTER THE DATE FIXED IN THE WRITTEN NOTICE FROM THE OWNER TO THE CONTRACTOR TO DO SO. THE OWNER SHALL REIMBURSE THE CONTRACTOR FOR EXPENSES INCURRED BY THE CONTRACTOR IN CONNECTION WITH THE WORK UNDER HIS CONTRACT AS A RESULT OF SUCH SUSPENSION.



BUT IF THE WORK OR ANY PART THEREOF SHALL BE STOPPED BY THE NOTICE IN WRITING AFORESAID, AND IF THE OWNER DOES NOT GIVE NOTICE IN WRITING TO THE CONTRACTOR TO RESUME WORK AT A DATE WITHIN NINETY (90) DAYS OF THE DATE FIXED IN THE WRITTEN NOTICE TO SUSPEND, THE CONTRACTOR MAY ABANDON THAT PORTION OF THE WORK SO SUSPENDED AND HE WILL BE ENTITLED TO PAYMENT FOR ALL WORK COMPLETED UP TO THE DATE OF NOTICE TO SUSPEND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

**ARTICLE 26. CHANGED CONDITIONS.**

NOTWITHSTANDING ANY OTHER PROVISION OR CONDITION SET FORTH IN THE CONTRACT DOCUMENTS AS HEREIN DEFINED, IT IS UNDERSTOOD AND AGREED THAT SHOULD THE CONTRACTOR ENCOUNTER OR THE OWNER DISCOVER, DURING THE PROGRESS OF THE WORK, SUBSURFACE AND/OR LATENT CONDITIONS AT THE SITE MATERIALLY DIFFERING FROM THOSE SHOWN ON THE DRAWINGS OR INDICATED IN THE SPECIFICATIONS, OR UNKNOWN CONDITIONS OF AN UNUSUAL NATURE DIFFERING MATERIALLY FROM THOSE ORDINARILY ENCOUNTERED AND GENERALLY RECOGNIZED AS INHERENT IN WORK OF THE CHARACTER PROVIDED FOR IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE PROJECT ENGINEER VERBALLY AND SHALL THEN FOLLOW UP IN WRITING WITHIN TEN (10) DAYS OF THE FIRST OBSERVATION OF ANY SUCH CONDITION. IF THE CONTRACTOR SHOULD FAIL TO NOTIFY THE PROJECT ENGINEER AS REQUIRED ABOVE, THEN ANY WORK PERFORMED SHALL BE DONE AT THE CONTRACTOR'S RISK AND EXPENSE. IF IT IS FOUND CONDITIONS DO MATERIALLY DIFFER, THE CONTRACT SHALL BE MODIFIED VIA WRITTEN CHANGE ORDER TO PROVIDE ANY INCREASE OR DECREASE OF COST AND/OR DIFFERENCE IN TIME RESULTING FROM SUCH CONDITION; THE OWNER MAY TERMINATE THE CONTRACT DUE TO CHANGED CONDITIONS BY DELIVERY OF WRITTEN NOTICE TO THE CONTRACTOR AND THE CONTRACTOR WILL BE ENTITLED ONLY TO PAYMENT FOR WORK COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AS OF THE RECEIPT OF SUCH NOTICE.

**ARTICLE 27. CHANGE OF PLANS.**

IT IS AGREED THAT THE ENGINEER, WITH THE APPROVAL OF THE OWNER, MAY MAKE ALTERATIONS FOR LINE, GRADE, PLAN POSITIONS, DIMENSIONS OR MATERIALS OF WORK HEREIN CONTEMPLATED OR ANY PART THEREOF, EITHER BEFORE OR AFTER COMMENCEMENT OF THE CONSTRUCTION UNDER THIS AGREEMENT SO LONG AS SUCH CHANGES DO NOT RENDER THE TERMS OF THE AGREEMENT INAPPLICABLE.

**ARTICLE 28. ENGINEER'S/OWNER DECISIONS.**

THE OWNER SHALL WITHIN FIFTEEN (15) DAYS TIME AFTER PRESENTATION TO HIM IN WRITING, RENDER DECISIONS, IN WRITING, ON ALL CLAIMS OF THE CONTRACTOR, OR OTHER MATTERS RELATING TO THE EXECUTION AND PROGRESS OF THE WORK.

QUESTIONS WHICH ARISE AND PERTAIN TO THE INTERPRETATION OF THE CONTRACT DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE ENGINEER. THE ENGINEER SHALL WITHIN FIFTEEN (15) DAYS TIME RENDER A DECISION AS TO THE INTERPRETATION OF THE CONTRACT DOCUMENTS.

**ARTICLE 29. CLEANING UP AND RESTORATION OF SITE.**

THE CONTRACTOR SHALL, DURING THE PROGRESS OF THE WORK AND AS DIRECTED BY THE OWNER, REMOVE FROM THE OWNER'S PROPERTY AND FROM ALL PUBLIC AND PRIVATE PROPERTY AND RIGHTS-OF-WAY, AT HIS OWN EXPENSE, ALL TEMPORARY STRUCTURES, RUBBISH, DEBRIS, PILES OF EARTH, FOREIGN MATTER, AND WASTE MATERIALS RESULTING FROM HIS OPERATIONS. THE SITE OF THE WORK SHALL BE RESTORED TO THE CONDITIONS

EXISTING BEFORE THE WORK WAS STARTED, TO THE SATISFACTION OF THE OWNER. LAWNS, PAVEMENTS, SIDEWALKS, AND OTHER SURFACES SHALL BE PRESERVED WHERE PRACTICABLE BUT IF DAMAGED SHALL BE FULLY RESTORED.

IF THE CONTRACTOR FAILS TO PERFORM CLEANUP AND RESTORATION IN AN ORDERLY, CONTINUOUS, AND EXPEDITIOUS MANNER, THE OWNER MAY TAKE CORRECTIVE ACTION THREE (3) DAYS AFTER DELIVERY OF NOTICE TO DO SO TO THE CONTRACTOR; ANY EXPENSE RESULTING FROM CORRECTIVE ACTION TAKEN BY THE OWNER FOR CLEANUP OR RESTORATION SHALL BE DEDUCTED FROM PAYMENTS DUE TO THE CONTRACTOR.

**ARTICLE 30. FINAL INSPECTION.**

THE OWNER SHALL SCHEDULE A FINAL INSPECTION OF THE WORK INCLUDED IN THE CONTRACT WITHIN TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION FROM THE CONTRACTOR THAT THE WORK IS COMPLETED. IF THE WORK IS NOT ACCEPTABLE TO THE ENGINEER OR OWNER, THE CONTRACTOR SHALL BE ADVISED AS TO THE PARTICULAR DEFECTS TO BE REMEDIED BEFORE FINAL ACCEPTANCE CAN BE MADE.

FAILURE OF THE OWNER TO MAKE THIS INSPECTION WITHIN THE TIME SPECIFIED IN NO WAY RELIEVES THE CONTRACTOR OF ANY OF HIS OBLIGATIONS UNDER THE CONTRACT.

ONLY WRITTEN NOTIFICATION FROM THE OWNER WILL CONSTITUTE FINAL ACCEPTANCE OF ANY PART OF THE WORK UNDER THIS CONTRACT.

**ARTICLE 31. GUARANTEE OF WORK.**

CONTRACTOR WARRANTS AND GUARANTEES TO THE OWNER AND TO THE ENGINEER THAT ALL WORK WILL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND WILL BE WITHOUT DEFECT. THE GUARANTEE PERIOD SHALL BE NOT LESS THAN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION. SHOULD ANY MANUFACTURER'S WARRANTY BE GREATER THAN ONE YEAR OR SHOULD ANY PERMIT, SPECIFICATION, OR REGULATORY WARRANTY REQUIREMENT BE GREATER THAN ONE YEAR, THE CONTRACTOR SHALL GUARANTEE THE WORK FOR THE LONGER PERIOD. IF DURING THE GUARANTEE PERIOD ANY WORK IS FOUND TO BE DEFECTIVE, CONTRACTOR SHALL PROMPTLY, WITHOUT COST TO OWNER, AND IN ACCORDANCE WITH OWNER'S WRITTEN INSTRUCTION, EITHER CORRECT SUCH DEFECTIVE WORK OR REMOVE IT FROM THE SITE AND REPLACE IT WITH NON-DEFECTIVE WORK. IF CONTRACTOR DOES NOT PROMPTLY COMPLY WITH THE TERM OF SUCH INSTRUCTION, OR IN AN EMERGENCY WHERE DELAY WOULD CAUSE SERIOUS RISK OF LOSS OR DAMAGE, OWNER MAY HAVE THE DEFECTIVE WORK CORRECTED OR THE REJECTED WORK REMOVED AND REPLACED, AND ALL DIRECT AND INDIRECT COSTS OF SUCH REMOVAL AND REPLACEMENT, INCLUDING COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES, SHALL BE PAID BY CONTRACTOR.

**ARTICLE 32. STATUTE OF LIMITATIONS; WARRANTIES;**

AS BETWEEN THE OWNER AND THE CONTRACTOR:

- A. ANY APPLICABLE STATUTE OF LIMITATIONS SHALL COMMENCE TO RUN AND ANY ALLEGED CAUSE OF ACTION SHALL BE DEEMED TO HAVE ACCRUED IN ANY AND ALL EVENTS NO EARLIER THAN THE DATE OF FINAL PAYMENT.
- B. AS TO ACTS OR FAILURES TO ACT OCCURRING AFTER THE DATE OF FINAL PAYMENT, ANY APPLICABLE STATUTE OF LIMITATIONS SHALL COMMENCE TO RUN AND ANY ALLEGED CAUSE OF ACTION SHALL BE DEEMED TO HAVE ACCRUED IN ANY AND ALL EVENTS NO EARLIER THAN THE DATE OF ANY ACT OR FAILURE TO ACT BY THE

CONTRACTOR PURSUANT TO ANY REQUIRED OR OTHERWISE PROVIDED WARRANTY, THE DATE OF ANY CORRECTION OF THE WORK OR FAILURE TO CORRECT THE WORK BY THE CONTRACTOR, OR THE DATE OF ACTUAL COMMISSION OF ANY OTHER ACT OR FAILURE TO PERFORM ANY DUTY OR OBLIGATION BY THE CONTRACTOR OR OWNER, WHICHEVER OCCURS LAST.

**ARTICLE 33. USE OF COMPLETED PORTIONS.**

THE OWNER SHALL HAVE THE RIGHT TO TAKE POSSESSION OF AND USE ANY COMPLETED OR PARTIALLY COMPLETED PORTIONS OF THE WORK, NOTWITHSTANDING THAT THE TIME FOR COMPLETING THE ENTIRE WORK OR SUCH PORTIONS MAY NOT HAVE EXPIRED, BUT SUCH TAKING POSSESSION AND USE SHALL NOT BE DEEMED AN ACCEPTANCE OF ANY WORK NOT COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. IF SUCH PRIOR USE INCREASES THE COST OF OR DELAYS THE WORK, THE CONTRACTOR SHALL BE ENTITLED TO SUCH EXTRA COMPENSATION OR EXTENSION OF TIME OR BOTH AS THE OWNER MAY DETERMINE.

**ARTICLE 34. RECORD DOCUMENTS.**

THE CONTRACTOR SHALL AT THE END OF CONSTRUCTION PROVIDE THE OWNER WITH ONE COMPLETE SET OF DRAWINGS RECORDING THE INSTALLATION OF THE PROJECT. DURING THE COURSE OF THE CONSTRUCTION THE AS-BUILTS SHALL BE UPDATED DAILY BY THE END OF EACH WORKING DAY. UNDER ARTICLE 47, PARTIAL PAYMENTS MAY BE WITHHELD FOR FAILURE TO KEEP NEAT, ACCURATE AND COMPLETE AS-BUILTS. UNDER ARTICLE 43, THE OWNER MAY ELECT TO PREPARE THE AS-BUILTS AT THE EXPENSE OF THE CONTRACTOR SHOULD THE CONTRACTOR FAIL TO PERFORM UNDER THIS PROVISION OF THE CONTRACT. AS-BUILT INFORMATION SHALL INCLUDE THE FOLLOWING AS A MINIMUM, WHERE APPLICABLE:

THESE RECORDS ARE A SPECIFIC CONTRACT REQUIREMENT OF THE CONTRACTOR. FINAL PAYMENT WILL NOT BE ISSUED UNTIL SAID DOCUMENTS HAVE BEEN SUBMITTED IN AN ACCEPTABLE FORM.

**ARTICLE 35. PARTIAL PAYMENTS.**

PARTIAL PAYMENTS WILL BE MADE EACH MONTH FOR THE QUANTITY OF WORK PERFORMED IN THE PRECEDING MONTH LESS FIVE PERCENT (5%) TO BE RETAINED UNTIL FINAL COMPLETION OF THE WORK. REQUESTS FOR PAYMENTS SHALL BE SUBMITTED TO THE OWNER BY THE FIRST OF THE MONTH FOR PAYMENT TERMS NET THIRTY (30).

**ARTICLE 36. METHOD OF MEASUREMENT.**

EXCEPT WHEN STIPULATED OTHERWISE, ALL QUANTITIES OF WORK PERFORMED AND TO BE PAID FOR UNDER THIS CONTRACT SHALL BE CONSTRUED AS THOSE MEASURED IN PLACE BY THE OWNER.

**ARTICLE 37. BASIS OF PAYMENT.**

THE PRICES TO BE PAID FOR THE WORK PERFORMED UNDER THIS CONTRACT SHALL BE THE PRICES STIPULATED IN THE CONTRACTOR'S BID.

**ARTICLE 38. INCREASED OR DECREASED QUANTITIES AND METHOD OF PAYMENT - UNIT PRICES.** THE OWNER RESERVES THE RIGHT TO INCREASE OR DECREASE THE ESTIMATED VALUE OF THE CONTRACT. SUCH INCREASE OR DECREASE MAY BE BROUGHT ABOUT EITHER BY VARYING QUANTITIES WITHIN THE ORIGINAL UNITS OF THE CONTRACT OR BY AN EXTENSION OR REDUCTION IN THE ORIGINAL LIMITS OF THE PROJECT.

FOR ANY INCREASED OR DECREASED QUANTITIES, SETTLEMENT SHALL BE MADE FOR THE ACTUAL AMOUNT OF WORK PERFORMED AT THE UNIT PRICES SHOWN IN THE PROPOSAL FOR THE WORK UNDER CONSIDERATION.

**ARTICLE 39. EXTRA WORK AND METHOD OF PAYMENT.**

THE OWNER MAY AT ANY TIME BY A WRITTEN ORDER, AND WITHOUT NOTICE TO SURETIES, MAKE CHANGES IN DRAWINGS OR SPECIFICATIONS, WITHIN THE GENERAL SCOPE THEREOF. ANY EXTRA WORK DONE PRIOR TO THE EXECUTION OF PRESERVATION VIRGINIA'S STANDARD CHANGE ORDER FORM IS DONE AT THE CONTRACTOR'S TOTAL RISK AND WITH NO OBLIGATION ON THE PART OF PRESERVATION VIRGINIA TO PAY FOR THE WORK.

THE CONTRACTOR SHALL PERFORM UNFORESEEN WORK OR WORK WHICH MAY EXCEED THE TWENTY-FIVE PERCENT (25%) STATED IN ARTICLE 40 OR WORK FOR WHICH THERE IS NO PRICE INCLUDED IN THE CONTRACT, WHENEVER IT IS DEEMED NECESSARY OR DESIRABLE IN ORDER TO COMPLETE FULLY THE WORK AS CONTEMPLATED. SUCH WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND AS DIRECTED BY THE OWNER, AND WILL BE PAID FOR AS STIPULATED HEREINAFTER.

EXTRA WORK SHALL BE PAID FOR AT THE UNIT PRICES OR LUMP SUM AS AGREED TO BY THE CONTRACTOR AND THE OWNER, OR IN LIEU OF SUCH AGREEMENT, THE OWNER MAY REQUIRE THE CONTRACTOR TO DO SUCH WORK ON A FORCE ACCOUNT BASIS TO BE COMPENSATED FOR IN THE FOLLOWING MANNER.

- A. LABOR. FOR ALL LABOR AND FOREMEN IN DIRECT CHARGE OF THE SPECIFIC OPERATIONS, THE CONTRACTOR SHALL RECEIVE THE RATE OF WAGE (OR SCALE) AS SET FORTH IN HIS MOST RECENT PAYROLL ON WHICH THE APPLICABLE CLASS OF LABOR AND FOREMEN WERE USED FOR EACH HOUR OF REGULAR TIMES AND 1-1/2 TIMES SUCH RATES FOR OVERTIME WHEN SUCH OVERTIME WORK IS AUTHORIZED, THAT SAID LABOR AND FOREMEN ARE ACTUALLY ENGAGED IN SUCH WORK. IN THE EVENT THE CLASS OF LABOR NEEDED HAS NOT BEEN EMPLOYED ON THE PROJECT, MUTUALLY AGREED UPON RATES WILL BE ESTABLISHED, PROVIDED, HOWEVER, THAT THE RATES SHALL CONFORM TO PREDETERMINED RATES AUTHORIZED FOR THE PROJECT. AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE SUM THEREFORE SHALL BE ADDED TO THESE RATES.
- B. BOND, INSURANCE, AND TAX, FOR PROPERTY DAMAGE, LIABILITY, AND WORKMEN'S COMPENSATION INSURANCE PREMIUMS, UNEMPLOYMENT INSURANCE CONTRIBUTIONS AND SOCIAL SECURITY TAXES ON FORCE ACCOUNT WORK, THE CONTRACTOR SHALL RECEIVE AN AMOUNT EQUAL TO TWENTY PERCENT (20%) THE BASE COST FOR LABOR.
- C. MATERIALS. FOR MATERIALS ACCEPTED BY THE OWNER AND USED, THE CONTRACTOR SHALL RECEIVE THE ACTUAL COST OF SUCH MATERIALS DELIVERED ON THE WORK, INCLUDING TRANSPORTATION, AND HANDLING CHARGES PAID BY HIM (EXCLUSIVE OF EQUIPMENT RENTALS AS HEREINAFTER SET FORTH), TO WHICH COST TEN PERCENT (10%) WILL BE ADDED.
- D. EQUIPMENT. FOR ANY MACHINERY OR SPECIAL EQUIPMENT (OTHER THAN SMALL TOOLS AND OPERATOR) INCLUDING FUEL, LUBRICANTS AND REPAIRS, THE CONTRACTOR SHALL RECEIVE HOURLY RENTAL RATES WHICH SHALL NOT EXCEED THE RENTAL RATES BASED ON 1/40TH OF THE WEEKLY RATE OF THE CURRENT SCHEDULE PUBLISHED BY THE ASSOCIATED EQUIPMENT DISTRIBUTORS (AED) PLUS TRANSPORTATION COST FOR

EQUIPMENT NOT ALREADY ON THE PROJECT. SUCH RATE WILL BE PAID FOR THE ACTUAL TIME THE EQUIPMENT IS IN OPERATION ON THE FORCE ACCOUNT WORK.

THE RATES FOR LICENSED TRUCKS AND SPECIAL EQUIPMENT NOT LISTED IN THE AED SCHEDULE USED ON THE FORCE ACCOUNT WORK SHALL NOT EXCEED THE HOURLY RATE BEING PAID FOR SUCH TRUCKS AND EQUIPMENT BY THE CONTRACTOR AT THE TIME OF THE FORCE ACCOUNT AUTHORIZATION. IN THE ABSENCE OF SUCH RATES, THE PREVAILING RATES BEING PAID IN THE AREA WHERE THE WORK IS CONTEMPLATED SHALL BE USED.

- E. MISCELLANEOUS. NO ADDITIONAL ALLOWANCE WILL BE MADE FOR GENERAL SUPERINTENDENCE, THE USE OF SMALL TOOLS, OR OTHER COSTS FOR WHICH NO SPECIFIC ALLOWANCE IS HEREIN PROVIDED.
  
- F. COMPENSATION. THE COMPENSATION AS SET FORTH IN THIS SECTION SHALL BE ACCEPTED BY THE CONTRACTOR AS PAYMENT IN FULL INCLUDING PROFIT FOR EXTRA WORK DONE ON A FORCE ACCOUNT BASIS. AT THE END OF EACH DAY THE CONTRACTOR'S REPRESENTATIVE AND THE INSPECTOR SHALL COMPARE RECORDS OF THE COST OF WORK DONE AS ORDERED ON A FORCE ACCOUNT BASIS.
  
- G. STATEMENTS. NO PAYMENT WILL BE MADE FOR WORK PERFORMED ON A FORCE ACCOUNT BASIS UNTIL THE CONTRACTOR HAS FURNISHED THE ENGINEER OR OWNER WITH DUPLICATE ITEMIZED STATEMENTS OF THE COST OF SUCH FORCE ACCOUNT WORK DETAILED AS FOLLOWS:
  - 1. NAME, CLASSIFICATION, DATE, DAILY HOURS, TOTAL HOURS, RATE AND EXTENSION FOR EACH LABORER, AND FOREMAN
  - 2. DESIGNATION, DATES, DAILY HOURS, TOTAL HOURS, RENTAL RATE, AND EXTENSION FOR EACH UNIT OF EQUIPMENT
  - 3. QUANTITIES OF MATERIALS, PRICES AND EXTENSIONS
  - 4. TRANSPORTATION OF MATERIAL
  - 5. COST OF PROPERTY DAMAGE, LIABILITY AND WORKERS' COMPENSATION INSURANCE PREMIUMS, UNEMPLOYMENT INSURANCE CONTRIBUTIONS, AND SOCIAL SECURITY TAX

STATEMENTS SHALL BE ACCOMPANIED AND SUPPORTED BY RECEIPTED INVOICES FOR ALL MATERIALS USED AND TRANSPORTATION CHARGES. HOWEVER, IF MATERIALS USED ON THE FORCE ACCOUNT WORK ARE NOT SPECIFICALLY PURCHASED FOR SUCH WORK BUT ARE TAKEN FROM THE CONTRACTOR'S STOCK THEN, IN LIEU OF THE INVOICES, THE CONTRACTOR SHALL FURNISH AN AFFIDAVIT CERTIFYING THAT SUCH MATERIALS WERE TAKEN FROM HIS STOCK, THAT THE QUANTITY CLAIMED WAS ACTUALLY USED AND THAT THE PRICE AND TRANSPORTATION AND HANDLING CLAIMED REPRESENT THE ACTUAL COST TO THE CONTRACTOR.

**ARTICLE 40. WORK OUTSIDE REGULAR HOURS.**

IF THE CONTRACTOR DESIRES TO PERFORM WORK OUTSIDE THE REGULAR HOURS OR ON SATURDAY, HE SHALL REQUEST PERMISSION TO WORK FORTY-EIGHT (48) HOURS IN ADVANCE TO ALLOW ARRANGEMENTS TO BE MADE FOR PROPER INSPECTION. THE OWNER MAY REFUSE THE CONTRACTOR PERMISSION TO WORK IF THE 48-HOUR NOTICE IS NOT GIVEN OR FOR OTHER JUST CAUSE. REASONABLE EFFORTS SHALL BE MADE BY THE CONTRACTOR TO AVOID UNDUE

NOISE DURING THE NIGHT AND ON SUNDAYS, IF IT IS NECESSARY TO WORK AT SUCH TIMES. UNDER NORMAL CIRCUMSTANCES THE CONTRACTOR WILL NOT BE PERMITTED TO WORK ON SUNDAYS OR FEDERAL HOLIDAYS.

UNLESS SPECIFICALLY SCHEDULED TO WORK OUTSIDE NORMAL HOURS BY THE OWNER IN THE INTEREST OF PUBLIC SAFETY OR CONVENIENCE, THE CONTRACTOR WILL BE LIABLE FOR THE EXPENSE OF OVERTIME WORK REQUIRED BY PRESERVATION VIRGINIA EMPLOYEES. THIS EXPENSE INCLUDES BUT IS NOT LIMITED TO PRESERVATION VIRGINIA EMPLOYEES' PERFORMING INSPECTIONS OUTSIDE NORMAL WORKING HOURS AS WELL AS EMPLOYEES BEING CALLED TO THE JOB SITE OUTSIDE NORMAL WORKING HOURS TO RESOLVE PROBLEMS DIRECTLY RELATED TO THIS CONTRACT. NORMAL WORKING HOURS ARE DEFINED AS 7:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY, EXCLUDING FEDERAL HOLIDAYS.

THE OWNER RESERVES THE RIGHT TO SCHEDULE THE CONTRACTOR TO WORK OUTSIDE NORMAL WORKING HOURS IN THE INTEREST OF PUBLIC SAFETY OR CONVENIENCE. NO CLAIM FOR ADDITIONAL COMPENSATION SHALL BE MADE BY THE CONTRACTOR WHEN SUCH OCCASIONS OCCUR.

**ARTICLE 41. DEDUCTIONS FOR UNCORRECTED WORK.**

IF THE OWNER DEEMS IT INEXPEDIENT TO CORRECT WORK DAMAGED OR NOT DONE IN ACCORDANCE WITH THE CONTRACT, AN EQUITABLE DEDUCTION FROM THE CONTRACT PRICE SHALL BE MADE THEREFOR.

**ARTICLE 42. DAMAGES.**

ANY CLAIM FOR DAMAGE ARISING UNDER THIS CONTRACT SHALL BE MADE IN WRITING TO THE PARTY LIABLE WITHIN FIFTEEN (15) DAYS TIME OF THE FIRST OBSERVANCE OF SUCH DAMAGE AND NOT LATER THAN THE TIME OF FINAL PAYMENT EXCEPT AS EXPRESSLY STIPULATED OTHERWISE IN GUARANTEE OF WORK AS IN THE CASE OF THE DEFECTIVE WORK OR MATERIALS, AND SHALL BE ADJUSTED BY AGREEMENT OR LITIGATION AS PROVIDED BY ARTICLE 59.

**ARTICLE 43. LIENS.**

NEITHER THE FINAL PAYMENT NOR ANY PART OF THE RETAINED PERCENTAGE SHALL BECOME DUE UNTIL THE CONTRACTOR, IF REQUIRED, SHALL DELIVER TO THE OWNER A COMPLETE RELEASE OF ALL LIENS ARISING OUT OF THIS CONTRACT, OR RECEIPTS IN FULL IN LIEU THEREOF, AND IF REQUIRED IN EITHER CASE AN AFFIDAVIT THAT SO FAR AS HE HAS KNOWLEDGE OR INFORMATION THE RELEASES AND RECEIPTS INCLUDE ALL THE LABOR AND MATERIAL FOR WHICH A LIEN COULD BE FILED; BUT THE CONTRACTOR MAY IF ANY SUBCONTRACTOR REFUSES TO FURNISH A RELEASE OR RECEIPT IN FULL, FURNISH A BOND SATISFACTORY TO THE OWNER TO INDEMNIFY THE OWNER AGAINST ANY LIEN. IF ANY LIEN REMAINS UNSATISFIED AFTER ALL PAYMENTS ARE MADE, THE CONTRACTOR SHALL REFUND TO THE OWNER ALL MONIES THAT THE LATTER MAY BE COMPELLED TO PAY IN DISCHARGING SUCH A LIEN, INCLUDING ALL COST AND A REASONABLE ATTORNEY'S FEE.

**ARTICLE 44. PAYMENTS WITHHELD.**

THE OWNER MAY WITHHOLD OR, ON ACCOUNT OF SUBSEQUENTLY DISCOVERED EVIDENCE, NULLIFY THE WHOLE OR PART OF ANY PAYMENT TO SUCH EXTENT AS MAY BE NECESSARY TO PROTECT HIMSELF FROM LOSS ON ACCOUNT OF:

- A. DEFECTIVE WORK NOT REMEDIED

- B. CLAIMS OR LIENS THAT HAVE BEEN FILED OR EVIDENCE INDICATING THAT THERE IS REASONABLE CAUSE TO BELIEVE SUCH MAY BE FILED
- C. FAILURE OF THE CONTRACTOR TO PAY FOR LABOR OR MATERIALS, OR TO MAKE PAYMENTS PROPERLY TO SUBCONTRACTORS
- D. A REASONABLE DOUBT THAT THE CONTRACT CAN BE COMPLETED FOR THE BALANCE THEN UNPAID
- E. DAMAGE TO ANOTHER CONTRACTOR
- F. THE OWNER HAVING BEEN REQUIRED TO CORRECT DEFECTIVE WORK, COMPLETE ANY WORK, PERFORM EMERGENCY WORK, OR PERFORM OTHER WORK
- G. UNSATISFACTORY PROSECUTION OF THE WORK, INCLUDING FAILURE TO FURNISH ACCEPTABLE SUBMITTALS, FAILURE TO MAKE ADEQUATE PROGRESS TOWARDS COMPLETING THE WORK WITHIN THE CONTRACT TIME OR FAILURE TO MAINTAIN THE WORK SITE AT ALL TIMES IN A NEAT, ORDERLY, AND WORKMAN-LIKE APPEARANCE.
- H. FAILURE TO KEEP NEAT, ACCURATE, AND COMPLETE SET OF "AS-BUILTS" UPDATED ON A DAILY BASIS.
- I. FAILURE TO SUBMIT A DAILY PERFORMANCE RECORD IN SUITABLE FORMAT.

WHEN THE ABOVE GROUNDS ARE REMOVED, PAYMENT SHALL BE MADE FOR AMOUNTS WITHHELD BECAUSE OF THEM.

**ARTICLE 45. THE OWNER'S RIGHT TO DO WORK.**

IF THE CONTRACTOR SHOULD FAIL TO PROSECUTE THE WORK OR FAITHFULLY PERFORM ANY PROVISIONS OF THIS CONTRACT, IT SHALL BE CONSTRUED AS GROUNDS FOR THE OWNER'S RIGHT TO PERFORM WORK. THE OWNER, HAVING DULY SERVED WRITTEN NOTICE TO THE CONTRACTOR OF HIS INTENT TO PERFORM WORK, MAY REMEDY SUCH DEFICIENCIES AFTER THREE (3) DAYS FROM DELIVERY OF SAID NOTICE TO THE CONTRACTOR. THE COSTS INCURRED BY THE OWNER IN CORRECTING THE DEFICIENCY SHALL BE PAID FOR BY THE CONTRACTOR.

**ARTICLE 46. THE OWNER'S RIGHT TO TERMINATE CONTRACT.**

IF THE CONTRACTOR SHOULD BE ADJUDGED BANKRUPT, OR IF HE SHOULD MAKE A GENERAL ASSIGNMENT FOR THE BENEFIT OF HIS CREDITORS, OR A RECEIVER SHOULD BE APPOINTED ON ACCOUNT OF HIS INSOLVENCY, OR IF HE SHOULD PERSISTENTLY OR REPEATEDLY REFUSE OR SHOULD FAIL, EXCEPT IN CASES FOR WHICH EXTENSION OF TIME IS PROVIDED, TO SUPPLY ENOUGH PROPERLY SKILLED WORKMEN OR PROPER MATERIALS, OR IF HE SHOULD FAIL TO MAKE PROMPT PAYMENT TO SUBCONTRACTORS OR FOR MATERIALS OR LABOR OR PERSISTENTLY DISREGARD LAWS, ORDINANCES, OR THE INSTRUCTIONS OF THE OWNER, OR OTHERWISE BE GUILTY OF A VIOLATION OF ANY PROVISION OF THE CONTRACT, THEN THE OWNER, UPON THE CERTIFICATE OF THE ENGINEER THAT CAUSE EXISTS TO JUSTIFY SUCH ACTIONS, MAY, WITHOUT PREJUDICE TO ANY OTHER RIGHT OF REMEDY AND AFTER GIVING THE CONTRACTOR SEVEN (7) DAYS WRITTEN NOTICE, TERMINATE THE EMPLOYMENT OF THE CONTRACTOR AND TAKE POSSESSION OF THE PREMISES AND ALL OF THE MATERIALS, TOOLS, AND EQUIPMENT THEREON AND FINISH THE WORK BY WHATEVER METHOD HE MAY DEEM

EXPEDIENT. IN SUCH CASE THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE ANY FURTHER PAYMENT UNTIL THE WORK IS FINISHED. IF THE UNPAID BALANCE OF THE CONTRACT PRICE SHALL EXCEED THE EXPENSE OF FINISHING THE WORK INCLUDING COMPENSATION FOR ADDITIONAL MANAGERIAL AND ADMINISTRATIVE SERVICES, SUCH EXCESS SHALL BE PAID TO THE CONTRACTOR. IF SUCH EXPENSE SHALL EXCEED SUCH UNPAID BALANCE THE CONTRACTOR SHALL PAY THE DIFFERENCE TO THE OWNER. THE EXPENSE INCURRED BY THE OWNER AS HEREIN PROVIDED, AND THE DAMAGE INCURRED THROUGH THE CONTRACTOR'S DEFAULT, SHALL BE CERTIFIED BY THE ENGINEER.

**ARTICLE 47. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.**

IF THE WORK SHOULD BE STOPPED UNDER AN ORDER OF ANY COURT, OR OTHER PUBLIC AUTHORITY, FOR A PERIOD OF NINETY (90) DAYS, THROUGH NO ACT OR FAULT OF THE CONTRACTOR OR OF ANYONE EMPLOYED BY HIM, OR IF THE ENGINEER SHOULD FAIL TO ISSUE ANY ESTIMATE FOR PAYMENT WITHIN THIRTY (30) DAYS AFTER IT IS DUE, OR IF THE OWNER SHOULD FAIL TO PAY THE CONTRACTOR WITHIN THIRTY (30) DAYS OF ITS MATURITY AND PRESENTATION, ANY SUM CERTIFIED BY THE ENGINEER OR AWARDED BY ARBITRATORS; THEN THE CONTRACTOR MAY, UPON SEVEN (7) DAYS WRITTEN NOTICE TO THE OWNER AND THE ENGINEER, STOP WORK OR TERMINATE THIS CONTRACT AND RECOVER FROM THE OWNER PAYMENT OF ALL WORK EXECUTED AND ANY LOSS SUSTAINED UPON ANY PLANT OR MATERIAL AND REASONABLE PROFIT AND DAMAGES.

**ARTICLE 48. REMOVAL OF MATERIALS AND EQUIPMENT.**

IN THE CASE OF ANNULMENT OF THIS CONTRACT BEFORE COMPLETION FROM ANY CAUSE WHATEVER OR IN THE CASE OF ACCEPTANCE OF THE WORK AFTER COMPLETION, THE CONTRACTOR WHEN NOTIFIED BY THE OWNER IN WRITING, SHALL WITHIN FIVE (5) DAYS AFTER RECEIPT OF NOTIFICATION REMOVE ALL OR ANY PORTION AS DIRECTED OF HIS EQUIPMENT AND MATERIALS FROM THE PROPERTY OF THE OWNER. SHOULD THE CONTRACTOR BE UNABLE OR UNWILLING TO COMPLY WITH THE OWNER'S REQUEST, THEN THE OWNER RESERVES THE RIGHT TO REMOVE AND/OR STORE SUCH EQUIPMENT AND MATERIALS AT THE CONTRACTOR'S EXPENSE.

**ARTICLE 49. ASSIGNMENT.**

NEITHER PARTY TO THE CONTRACT SHALL ASSIGN THE CONTRACT OR SUBLET IT AS A WHOLE WITHOUT THE WRITTEN CONSENT OF THE OTHER, NOR SHALL THE CONTRACTOR ASSIGN ANY MONIES DUE OR TO BECOME DUE TO HIM HEREUNDER, WITHOUT THE PREVIOUS WRITTEN CONSENT OF THE OWNER. SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

**ARTICLE 50. RIGHTS OF VARIOUS INTEREST.**

WHEREVER WORK BEING DONE BY THE OWNER'S FORCES OR OTHER CONTRACTORS IS CONTIGUOUS TO WORK COVERED BY THIS CONTRACT, THE RESPECTIVE RIGHTS OF THE VARIOUS INTERESTS INVOLVED SHALL BE ESTABLISHED BY THE OWNER, TO SECURE THE COMPLETION OF THE VARIOUS PORTIONS OF THE WORK IN GENERAL HARMONY.

**ARTICLE 51. SEPARATE CONTRACT.**

THE OWNER RESERVES THE RIGHT TO LET OTHER CONTRACTS IN CONNECTION WITH THIS WORK. THE CONTRACTOR SHALL AFFORD OTHER CONTRACTORS REASONABLE OPPORTUNITY FOR THE INTRODUCTION AND STORAGE OF THEIR MATERIALS AND THE EXECUTION OF THEIR WORK, AND SHALL PROPERLY CONNECT AND COORDINATE HIS WORK WITH THEIRS.



IF ANY PART OF THE CONTRACTOR'S WORK DEPENDS FOR PROPER EXECUTION OR RESULTS UPON THE WORK OF ANY OTHER CONTRACTOR, THE CONTRACTOR SHALL INSPECT AND PROMPTLY REPORT TO THE OWNER ANY DEFECTS IN SUCH WORK THAT RENDER IT UNSUITABLE FOR SUCH PROPER EXECUTION AND RESULTS. HIS FAILURE SO TO INSPECT AND REPORT SHALL CONSTITUTE AN ACCEPTANCE OF THE OTHER CONTRACTOR'S WORK, AS FIT AND PROPER FOR THE RECEPTION OF HIS WORK, EXCEPT AS TO DEFECTS WHICH MAY DEVELOP IN THE OTHER CONTRACTOR'S WORK AFTER THE EXECUTION OF HIS WORK.

TO INSURE THE PROPER EXECUTION OF HIS SUBSEQUENT WORK, THE CONTRACTOR SHALL MEASURE WORK ALREADY IN PLACE AND SHALL AT ONCE REPORT IN WRITING TO THE OWNER ANY DISCREPANCY BETWEEN THE EXECUTED WORK AND THE DRAWINGS.

**ARTICLE 52. SUBCONTRACTS.**

THE CONTRACTOR SHALL, WITHIN TEN (10) DAYS AFTER THE SIGNATURE OF THE CONTRACT, NOTIFY THE OWNER IN WRITING OF THE NAMES OF SUBCONTRACTORS PROPOSED FOR THE WORK AND SHALL NOT EMPLOY ANY THAT THE OWNER MAY WITHIN TEN (10) DAYS AFTER RECEIPT OF NOTIFICATION OBJECT TO AS INCOMPETENT OR UNFIT OR ANY THAT APPEAR ON THE HUD AREA OFFICE CONSOLIDATED LIST OF DEBARRED, SUSPENDED, AND INELIGIBLE CONTRACTORS.

THE CONTRACTOR AGREES THAT HE IS AS FULLY RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS SUBCONTRACTORS AND PERSONS EITHER DIRECTLY OR INDIRECTLY EMPLOYED BY THEM AS HE IS FOR THE ACTS OR OMISSIONS OF PERSONS DIRECTLY EMPLOYED BY HIM.

WITH THE EXCEPTION OF SUBCONTRACTS FOR LESS THAN \$10,000 EACH, AND SUBCONTRACTS WITH A MANUFACTURER OR A FABRICATOR, ANY AGREEMENT BETWEEN THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL REQUIRE OF THE SUBCONTRACTOR A PAYMENT BOND WITH SURETY THEREON IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE WORK SUBLET TO THE SUBCONTRACTOR, WHICH SHALL BE CONDITIONED UPON THE PAYMENT TO ALL PERSONS WHO HAVE AND FULFILL, CONTRACTS WHICH ARE DIRECTLY WITH THE SUBCONTRACTOR FOR PERFORMING LABOR AND/OR FURNISHING MATERIALS IN THE PROSECUTION OF THE WORK PROVIDED FOR IN THE SUBCONTRACT, AND TO PAY THOSE PERSONS WHO FURNISH LABOR AND/OR MATERIALS AS AFORESAID. IN THE EVENT THE CONTRACTOR FAILS TO REQUIRE SAID BOND, ANY PERSON WHO HAS AND FULFILLS A CONTRACT DIRECTLY WITH SUCH SUBCONTRACTOR IN PERFORMING LABOR AND/OR FURNISHING MATERIALS IN THE PROSECUTION OF THE WORK PROVIDED FOR IN THE SUBCONTRACT SHALL HAVE A DIRECT RIGHT OF ACTION AGAINST THE OBLIGORS AND SURETIES ON THE PAYMENT BOND REQUIRED OF THE CONTRACTOR.

PAYMENTS TO SUBCONTRACTORS SHALL BE MADE IN ACCORDANCE WITH THE TERMS OF VIRGINIA CODE SECTION 2.2-4354, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE ANY CONTRACTUAL RELATION BETWEEN ANY SUBCONTRACTOR AND THE OWNER.

**ARTICLE 53. EMPLOYMENT DISCRIMINATION PROHIBITED.**

IN ACCORDANCE WITH SECTION 2.2-4311 OF THE CODE OF VIRGINIA, EVERY CONTRACT FOR GOODS OR SERVICES OVER \$10,000 SHALL INCLUDE THE FOLLOWING PROVISIONS DURING THE PERFORMANCE OF THIS CONTRACT.

- A. THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORIGIN EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
- B. THE CONTRACTOR, IN ALL SOLICITATION OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.
- C. NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000 SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FURTHER, ALL INDIVIDUALS OR FIRMS CONTRACTING WITH PRESERVATION VIRGINIA ARE ENCOURAGED TO USE MINORITY BUSINESS ENTERPRISES AS SUBCONTRACTORS AND SUPPLIERS TO THE FULLEST EXTENT POSSIBLE IN PROVIDING SERVICES OR PRODUCTS TO PRESERVATION VIRGINIA.

**ARTICLE 54. DRUG FREE WORKPLACE.**

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER TEN THOUSAND DOLLARS (\$10,000), SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSES OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OF WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

**ARTICLE 55. INSURANCE.**

CONTRACTOR SHALL PURCHASE AND MAINTAIN INSURANCE WITH THE LIMITS OF LIABILITY NOT LESS THAN THE FOLLOWING AMOUNTS OR GREATER WHERE REQUIRED BY LAW:

- A. SEE SECTION "INSURANCE REQUIREMENTS."
  
- B. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS PRESERVATION VIRGINIA, THE ENGINEER, CONSULTANTS OF THE ENGINEER, AND EMPLOYEES OR AGENTS OF ANY OF THEM FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, FINES, PENALTIES, SUITS AND COSTS, INCLUDING INJURY OR DEATH OF ANY PERSONS, OR DAMAGE TO OR LOSS OF PROPERTY, AS WELL AS FINES, ASSESSMENTS AND PENALTIES IMPOSED BY ANY AUTHORITY WHICH ARISE OUT OF ANY VIOLATION OF LAW BY, AND ALL ACTS AND OMISSION OF THE CONTRACTOR, THE CONTRACTOR'S AGENTS, EMPLOYEES, OR CUSTOMERS, OCCURRING IN CONNECTION WITH THE PRODUCTS AND SERVICES COVERED HEREIN.

A CERTIFICATE EVIDENCING INSURANCE COVERAGE AS ABOVE SHALL BE PROVIDED BY THE CONTRACTOR TO PRESERVATION VIRGINIA. PRESERVATION VIRGINIA AND ITS CONSULTING ENGINEERS SHALL BE NAMED AS ADDITIONAL INSURES UNDER GENERAL LIABILITY COVERAGE; ENDORSEMENT OF SAME SHALL BE SUBMITTED WITH THE CERTIFICATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO KEEP SAID INSURANCE COVERAGE IN FULL FORCE AND EFFECT UNTIL FINAL PAYMENT AND AT ALL TIMES THEREAFTER WHEN CONTRACTOR MAY BE CORRECTING, REMOVING OR REPLACING DEFECTIVE WORK IN ACCORDANCE WITH TERMS OF THIS AGREEMENT. SUCH CERTIFICATE SHALL PROVIDE THAT THIRTY (30) DAYS ADVANCE WRITTEN NOTICE SHALL BE GIVEN TO PRESERVATION VIRGINIA IN THE EVENT OF ANY CHANGE IN, OR CANCELLATION OF SUCH INSURANCE.

ALL INSURANCE SHALL BE WRITTEN BY INSURANCE COMPANIES LICENSED TO DO BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

**ARTICLE 56. CONTRACTUAL CLAIMS.**

CONTRACTUAL CLAIMS, WHETHER FOR MONEY OR OTHER RELIEF, SHALL BE SUBMITTED IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER FINAL PAYMENT; HOWEVER, WRITTEN NOTICE OF THE CONTRACTOR'S INTENTION TO FILE SUCH CLAIM SHALL HAVE BEEN GIVEN AT THE TIME OF THE OCCURRENCE OR BEGINNING OF THE WORK UPON WHICH THE CLAIM IS BASED. ANY NOTICE OR CLAIM SHALL BE DELIVERED TO JANELLE SAHUTSKI, ARCHITECTURAL CONSERVATOR, PRESERVATION VIRGINIA, 204 W. FRANKLIN STREET, RICHMOND, VIRGINIA 23220 AND SHALL INCLUDE A DESCRIPTION OF THE FACTUAL BASIS FOR THE CLAIM AND A STATEMENT OF THE ACCOUNTS CLAIMED OR OTHER RELIEF REQUESTED. THE ARCHITECTURAL CONSERVATOR SHALL RENDER A DECISION ON THE CLAIM AND SHALL NOTIFY THE CONTRACTOR WITHIN THIRTY (30) DAYS OF RECEIPT OF THE CLAIM. INVOICES FOR ALL SERVICES OR GOODS PROVIDED BY THE CONTRACTOR SHALL BE DELIVERED TO PRESERVATION VIRGINIA NO LATER THAN THIRTY (30) DAYS FOLLOWING THE CONCLUSION OF THE WORK OR DELIVERY OF THE GOODS.

**ARTICLE 57. LITIGATION.**

IN ANY CLAIM OR DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF, THE PARTIES CONSENT TO THE JURISDICTION AND SOLE VENUE OF THE CIRCUIT COURT OF SURRY COUNTY, VIRGINIA.

ACCEPTANCE OF FINAL PAYMENT SHALL BE DEEMED A WAIVER OF CONTRACTOR'S RIGHT TO FILE CLAIM FOR DISPUTE OR BREACH RELATING TO THIS AGREEMENT.

THE CONTRACTOR SHALL NOT CAUSE A DELAY OF WORK BECAUSE OF THE PENDING LITIGATION PROCEEDINGS, EXCEPT WITH THE EXPRESS, WRITTEN CONSENT OF THE OWNER OR WRITTEN INSTRUCTION FROM THE COURT.

**ARTICLE 58. NON-APPROPRIATION.**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS CONTRACT SHALL BE TERMINATED IF ALL OF THE FOLLOWING EVENT SHALL HAVE OCCURRED:

- A. FUNDS ARE NOT APPROPRIATED FOR A SUBSEQUENT FISCAL PERIOD DURING THE TERM OF THIS CONTRACT FOR THE ACQUISITION OF SUBSTANTIALLY THE SAME FUNCTIONS AS PROVIDE FOR HEREIN, AND WRITTEN NOTICE THEREOF IS GIVEN TO THE CONTRACTOR AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF SUCH SUBSEQUENT FISCAL PERIOD OR WITHIN FIVE (5) DAYS OF THE APPROVAL OF THE FINAL BUDGET FOR SUCH FISCAL YEAR, WHICHEVER OCCURS LATER.
  
- B. PRESERVATION VIRGINIA HAS EXHAUSTED ALL FUNDS LEGALLY AVAILABLE FOR PAYMENT UNDER THIS CONTRACT.

UPON SUCH TERMINATION, CONTRACTOR'S ONLY REMEDY SHALL BE TO TERMINATE THE CONTRACT AT THE END OF THE FISCAL PERIOD DURING WHICH NOTICE IS GIVEN; AND PAYMENT IN COMPLIANCE WITH THE CONTRACT FOR MATERIALS, GOODS, AND SERVICES RENDERED THEREUNDER DURING THE FISCAL YEAR AT THE END OF WHICH TERMINATION OCCURS, WITHOUT PENALTY, TERMINATION, PROFIT OR OVERHEAD EXPENSES OF ANY KIND, SHALL CONSTITUTE FULL PERFORMANCE ON THE PART OF THE OWNER.

**ARTICLE 59. SEVERABILITY.**

IN THE EVENT THAT ANY PROVISION OR PORTION THEREOF OF ANY CONTRACT DOCUMENT SHALL BE FOUND TO BE LEGALLY INVALID OR UNENFORCEABLE, THEN SUCH PROVISION OR PORTION THEREOF, SHALL BE REFORMED IN ACCORDANCE WITH APPLICABLE LAW. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OR PORTION OF ANY CONTRACT DOCUMENT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OR PORTION OF THE CONTRACT DOCUMENTS.

**ARTICLE 60. AGREEMENT CONSTRUED UNDER VIRGINIA LAWS.**

THE AGREEMENT AND BOND GIVEN TO SECURE IT ARE TO BE EXECUTED AND PERFORMED IN THE COMMONWEALTH OF VIRGINIA AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

**END OF SECTION**

## SECTION 040120.63 - BRICK MASONRY REPAIR

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes repairing brick masonry, including replacing units.

#### 1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."

#### 1.3 DEFINITIONS

- A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Quality-control program.

#### 1.7 QUALITY ASSURANCE

- A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work. Qualifications are specified in detail in front end specifications.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

- C. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
  - 1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Construct sample areas in locations in existing walls where directed by Engineer or Owner unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work.

## PART 2 - PRODUCTS

### 2.1 MASONRY MATERIALS

- A. Building Brick: As required to complete brick masonry repair work.
  - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork.
    - a. Physical Properties: According to ASTM C 62 and as follows:
      - 1) Compressive Strength: 1,500 psi.
      - 2) 24-Hour Cold-Water Submersion Absorption: Match existing.
      - 3) Five-Hour Boil Absorption: Match existing.
      - 4) Saturation Coefficient: Match existing.
      - 5) Initial Rate of Absorption: Match existing.
    - b. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
  - 2. Special Shapes:
    - a. Provide molded, 100 percent solid shapes for applications where core holes or "frogs" could be exposed to view or weather when in final position and where shapes produced by sawing would result in sawed surfaces being exposed to view.
    - b. Provide specially ground units, shaped to match patterns, for arches and where indicated.
    - c. Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesive, are unacceptable procedures for fabricating special shapes.

### 2.2 MORTAR MATERIALS

- A. Determine historic mortar composition by laboratory testing. Match materials in new mortar.

## 2.3 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units, less the required depth of pointing materials unless removed before pointing.
- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could leave residue on surfaces.

## 2.4 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent.
- C. Do not use admixtures in mortar.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Match historic mortar proportions as determined by testing.

## PART 3 - EXECUTION

### 3.1 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- D. Notify Engineer of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.

- E. Remove in an undamaged condition as many whole bricks as possible.
  - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
- F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- G. Replace removed damaged brick with other removed brick in good condition, where possible, matching existing brick. Do not use broken units unless they can be cut to usable size.
- H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - 1. Maintain joint width for replacement units to match existing joints.
  - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- I. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  - 2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
  - 3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

### 3.2 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.

END OF SECTION 040120.63



## SECTION 040120.64 - BRICK MASONRY REPOINTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes repointing joints with mortar.

#### 1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Quality-control program.

#### 1.6 QUALITY ASSURANCE

- A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work. Qualifications are specified in detail in front end specifications.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.
- C. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Repointing: Rake out joints in two separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide, unless otherwise indicated, for each type of repointing required, and repoint one of the areas.

## PART 2 - PRODUCTS

### 2.1 MORTAR MATERIALS

- A. Determine historic mortar composition by laboratory testing. Match materials in new mortar.

### 2.2 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Engineer's approval.
  1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  1. Match historic mortar proportions as determined by testing.

## PART 3 - EXECUTION

### 3.1 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
  1. All joints in areas indicated.
  2. Joints at locations of the following defects:
    - a. Holes and missing mortar.
    - b. Cracks that can be penetrated 1/4 inch (6 mm) or more by a knife blade 0.027 inch (0.7 mm) thick.

- c. Cracks **1/8 inch (3 mm)** or more in width and of any depth.
  - d. Hollow-sounding joints when tapped by metal object.
  - e. Eroded surfaces **1/4 inch (6 mm)** or more deep.
  - f. Deterioration to point that mortar can be easily removed by hand, without tools.
  - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
- 1. Remove mortar from joints to depth of 1 inch, but not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 1-1/2 inches deep; consult Engineer for direction.
  - 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  - 3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Engineer.
- D. Notify Engineer of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
- 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
  - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than **3/8 inch (9 mm)** until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
  - 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than **3/8 inch (9 mm)**. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
  - 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
  - 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

### 3.2 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.

END OF SECTION 040120.64

## SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Framing with lumber.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of process.

#### 1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For lumber specified to comply with minimum allowable unit stresses or standard grade rating. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES or equivalent testing laboratory:

1. Wood-preservative-treated wood.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of the Southern Pine Inspection Bureau (SPIB). Grade lumber by SPIB to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: Using a digital moisture meter, new lumber must be within 3% of the moisture content of the existing wood when joints are cut.

#### 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review. For exposed lumber, omit grade stamp and provide Certificates of Compliance for review.
- D. Application: Treat items indicated on Drawings, and the following:
  1. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  2. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.

## 2.3 LUMBER FRAMING

- A. Load Bearing Framing: select structural grade.
  1. Application: All framing.
  2. Species:
    - a. Southern pine; SPIB.
- B. Exposed Framing: Hand-select material for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
  1. Species and Grade: As indicated above for load-bearing construction of same type.

## 2.4 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
  1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Do not splice structural members between supports unless otherwise indicated.

- C. Comply with AWWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.

### 3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

## SECTION 062013 - EXTERIOR FINISH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Exterior wood trim.
  - 2. Lumber siding.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Samples: For each type of product involving selection of colors, profiles, or textures.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Compliance Certificates:
  - 1. For lumber that is not marked with grade stamp.
  - 2. For preservative-treated wood that is not marked with treatment-quality mark.
- B. Evaluation Reports: For the following, from ICC-ES or equivalent testing laboratory:
  - 1. Wood-preservative-treated wood.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20.
  - 1. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
    - a. For exposed lumber, omit grade stamp and provide certificates of grade compliance issued by inspection agency.

#### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b.



1. Kiln dry lumber after treatment to a maximum moisture content of 19 percent.
2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
3. Application: All exterior lumber.

## 2.3 EXTERIOR TRIM

- A. Lumber Trim:
1. Species and Grade: Southern pine, pressure-preservative treated; C & Btr; SPIB.
  2. Maximum Moisture Content: 15 percent.
  3. Face Surface: Saw textured.

## 2.4 LUMBER SIDING

- A. Provide kiln-dried lumber siding complying with DOC PS 20.
- B. Species and Grade: C & Btr pressure-preservative-treated southern pine; SPIB.

## 2.5 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than **1-1/2 inches (38 mm)** into wood substrate.
1. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
  2. For applications not otherwise indicated, provide stainless-steel fasteners.

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Prime lumber and moldings to be painted. Cut to required lengths and prime ends. Comply with requirements in Section 099113 "Exterior Painting."

## 3.2 INSTALLATION, GENERAL

- A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

## 3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install flat-grain lumber with bark side exposed to weather.

- B. Install trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long except where necessary.
  - 1. Use scarf joints for end-to-end joints.
  - 2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water. Cope at returns and miter at corners.

### 3.4 SIDING INSTALLATION

- A. Install siding to comply with manufacturer's written instructions and warranty requirements.
- B. Lumber Siding: Apply starter strip along bottom edge of sheathing or sill. Install first course of siding with lower edge at least 1/8 inch (3 mm) below starter strip and subsequent courses lapped as indicated to match existing over course below. Nail at each stud. Do not allow nails to penetrate more than one thickness of siding.

END OF SECTION 062013

## SECTION 099113 - EXTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates.

#### 1.2 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- B. Samples: For each type of paint system and each color and gloss of topcoat.

#### 1.4 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 25 sq. ft.
    - b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.
  - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

## PART 2 - PRODUCTS

### 2.1 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: White.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Engineer, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 EXTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Wood trim and Wood board siding.
  - 1. Latex over Latex Primer System:
    - a. Prime Coat: Primer, latex for exterior wood.
    - b. Intermediate Coat: Latex, exterior, matching topcoat.
    - c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1).

END OF SECTION 099113