

**CHESTERFIELD COUNTY  
PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA  
(804) 748-1617  
April 2, 2010**



INVITATION FOR BID #10-0007

ROCKE HALL CIRCA 1610 EXHIBIT STRUCTURE AT  
HENRICUS PARK

DUE: 2:00 PM, April 28, 2010

*Invitation For Bid Prepared By*  
*Lorie W. Newton*  
*Senior Contract Officer*  
*Purchasing Department*  
[www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing)

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS  
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

**3. WITHDRAWAL OF BIDS:**

**Withdrawal: Construction** (*Code of Virginia 2.2-4330*)

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

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**Withdrawal: (other than construction)**

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision E of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-E is necessary.

**4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia 2.2-4330*)**

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

**5. MISTAKES IN BIDS**

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**6. PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor in accordance with the "Send Invoice To" address shown on the purchase order. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such

infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.

16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
  - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
  - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
  - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
  - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
  - e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.

- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
  - g. The resale value, life cycle costing and value analysis of a product.
  - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
  - i. Timely delivery of goods or timely completion of services as stated by bidder.
  - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
  - k. Inventory capability as it relates to a particular bid.
  - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing). Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
29. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
30. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

31. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services 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, 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 the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

32. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.

33. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.

34. **REQUIREMENTS CONTRACTS:**

- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
- b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
- c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
- d. The County may award a bid to a single contractor or to multiple contractors.
- e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
- f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
- g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

- j. The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following any term of the contract.

**35. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

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.

- 36. **ENVIRONMENTAL MANAGEMENT:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.
- 37. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.
- 38. **COOPERATIVE PROCUREMENT (Use of contracts by other public bodies):** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *CODE OF VIRGINIA*. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield Contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 39. **CONTRACTOR BACKGROUND CHECKS:** In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 40. **SENSITIVE INFORMATION HANDLING:** Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside

temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/county Information Security Manager and Chief Information Officer or designees.

41. **PRECEDENCE OF TERMS AND CONDITIONS:** Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.
42. **VENDOR REWARDS/GIFT PROGRAMS:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
43. **SECTION 2.2-4311.1 CODE OF VIRGINIA – ILLEGAL ALIENS:** The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Revised: March 31, 2010

CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA 23832-0001  
(804) 748-1617

IFB Prepared By:

**Lorie W. Newton  
Senior Contract Officer**

Invitation for Bid Number:

**10-0007**

April 2, 2010

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Room 118 on the 1<sup>st</sup> Floor of the 3-Story building adjacent to the 5-Story Administration Building (enter through lobby of 5-Story building), 9901 Lori Road, Chesterfield, Virginia 23832-0001, until, but no later than **2:00 p.m.** Local Time Prevailing, **April 28, 2010**, and then publicly opened and read aloud for **furnishing all labor, equipment and materials necessary to construct Roche Hall circa 1610 exhibit structure at Henricus Park in accordance with drawings and specifications, all attached, for the Chesterfield County Parks & Recreation Department.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Chesterfield County Purchasing Department, Room 118 on the first floor of the 3-Story building adjacent to the 5-Story Administration Building (enter through lobby of 5-Story building), 9901 Lori Road, Chesterfield, Virginia 23832-0001. **Mark outside of your envelope with Invitation for Bid #10-0007 and opening date of bid.**

**Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and decision to award and/or award on this procurement transaction, bidders may access public notification electronically at [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing).

**COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

**DEFINITIONS:**

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-4310*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

## DEFINITIONS

1. **ADDENDUM or ADDENDA** – Shall mean the additional contract provisions in writing by the County prior to the receipt of bids.
2. **BID** - The proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
3. **BIDDER** - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the County, that submits a Bid for the Work, either directly or through a duly authorized representative.
4. **BID DOCUMENTS** - All Contract Documents that the County or Engineer provides to potential Bidders before the time established for the submission of Bids.
5. **BID SECURITY** - The bond, with corporate surety, supplied by a Bidder to the County, and in all respects satisfactory to the County's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the County, delivered with the Bid, may also constitute a Bid Bond.
6. **CHANGE ORDER** - An amendment or modification to the Contract properly executed by authorized representatives of the County and the Contractor on the form provided in the Contract Documents.
7. **COMPLETION OF THE WORK** - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
8. **CONSULTANT** – Shall mean a representative designated by the County as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the County.
9. **CONTRACT BONDS** - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the County's Attorney.
10. **CONTRACT DOCUMENTS** - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Pricing Schedule, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and material payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
11. **CONTRACT PRICE** - The amount of money which the County and the Contractor have agreed that the County will pay to the Contractor for performing and completing the Work.
12. **CONTRACTOR** - The party who has contracted to perform and complete the Work.
13. **ENGINEER** - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.

14. **EXTRA WORK** – Shall mean work other than that required, either expressed or implied, by the Contract in its present form.
15. **FINAL ACCEPTANCE** - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the County and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.
16. **FINAL INSPECTION** - The inspection conducted by the County or Engineer to determine what items of the Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final Inspection is conducted, the County or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The County may perform the Final Inspection instead of, or together with, the Engineer.
17. **FINAL PAYMENT** - Payment by the County to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
18. **INSPECTOR** - The person appointed by the County to carry out instructions given by the County and to inspect the Work performed and the materials supplied by the Contractor.
19. **COUNTY** - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
20. **PLANS** - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, showing design, location and dimensions.
21. **PUNCH LIST** - The list provided to the Contractor by the Engineer or County after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
22. **SITE** – Shall mean the area upon, or in which, the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.
23. **SPECIFICATIONS** - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
24. **SUBCONTRACTOR** - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
25. **SURETY** – Shall mean any person, firm, or corporation that has executed as surety, the Contractor's performance bond securing the performance of this Contract.
26. **TIME OF COMPLETION** - The time agreed upon by the County and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any extensions of time granted to the Contractor by the County pursuant to the Contract Documents.
27. **THE WORK** - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

## **PURPOSE**

The purpose of this Invitation for Bid (IFB) is to solicit bids for furnishing all labor, equipment and materials necessary to construct Rocke Hall circa 1610 exhibit structure at Henricus Park in accordance with the specifications and drawings for the Chesterfield County Parks & Recreation Department.

## **PRE-BID CONFERENCE - NON-MANDATORY**

A non-mandatory pre-bid conference will be held on **Tuesday, April 13, 2010 at 1:00 p.m.** at the Visitor's Center, Henricus Historical Park, 251 Henricus Park Road, Chesterfield, VA 23831. Attendance at this pre-bid conference is non-mandatory.

## **SPECIAL TERMS AND CONDITIONS**

### **Inquiries**

Any questions which may arise as a result of this solicitation may be addressed to Lorie W. Newton, Senior Contract Officer, at (804) 717-6760, or by email to [purchasing@chesterfield.gov](mailto:purchasing@chesterfield.gov). Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

### **Responsibility of Bidder**

The Bidder shall make a careful examination of the project site, familiarize himself with existing conditions, and satisfy himself as to the quantity and quality of materials and workmanship required for the Work.

### **Licenses, Permits and Fees**

All bids submitted shall have included in the price the cost of any licenses, permits or fees required by Chesterfield County or the Commonwealth of Virginia.

### **Environmental Management System Procedures**

Contractors shall include in submitted pricing any costs associated with activities to ensure environmental compliance and minimize environmental impacts per Chesterfield County Environmental Management System requirements.

Contractors shall complete the Contractor Environmental Activity Statement and return with the bid.

The following documents are included in this solicitation:

- a. Contractor Environmental Checklist (*completed by County Project Manager*)
- b. Contractor Environmental Procedures & Policy
- c. Contractor Environmental Activity Statement (**to be completed by bidder and returned with bid**)

**For questions or additional information regarding the above requirements, contact Mr. Jeff Howard with the Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531.**

## **Guarantee**

All materials and workmanship shall be guaranteed for a period of twelve (12) months after final payment is made by the County and repairs necessary shall be made by the contractor at his expense.

## **Bonds**

Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to: TREASURER, CHESTERFIELD COUNTY, in an amount equal to five (5) percent of the total bid price.

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the County's Attorney will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the County may, at its option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the County.

## **Location**

Henricus Historical Park  
251 Henricus Park Road  
Chesterfield, VA 23831

## **Access to County Property**

Access to the County's property shall be coordinated between Chris Duball, Senior Office Assistant, at (804) 318-8726 office and the Contractor.

## **Drawings**

**NOTE: "The drawings are downloadable." The drawings only approximates the existing conditions. Contractors must visit the site to determine all measurements and quantities required to perform the requested work.**

The drawings are being provided electronically for bidders' convenience, but the copy of the dated document is considered the bidding and working drawings/document.

The drawings, prepared by Tom McLaughlin, Architect, consists of 16 pages. Drawings may also be obtained by contacting the County Purchasing Department at (804) 748-1617, by e-mail at [purchasing@chesterfield.gov](mailto:purchasing@chesterfield.gov) or by fax at (804) 717-6378. Bidders may obtain a limit of 2 sets of drawings at no charge.

Bidders shall ensure that the drawings and bid documents are printed properly, and that the print matches the image on the screen prior to using them for bidding or distributing the drawing to sub-contractors.

NOTICE: The Drawings are protected by the common copyright laws of the United States of America. Permission to copy or reproduce this document in any way or any form whatsoever is not granted without the express written permission of the County/Architect.

## **Insurance**

**A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County as additional insured**. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the County, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

For projects with a construction cost of less than \$50,000, Builder's Risk coverage for the full project value shall be paid for and provided by the Contractor and be subject to approval by the Office of Risk Management. This coverage shall be provided by a company with an A.M. Best rating of no less than B+. The County shall be named as an additional insured.

For projects with a construction cost of more than \$50,000, the Builder's Risk coverage will be provided by the County, however, the Contractor shall be responsible for the first \$10,000 of any claim. The County's Builder's Risk coverage is \$50,000 self insured retention.

**PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.**

**Instructions Regarding Insurance Certificates**

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County is additional insured or that  
Chesterfield County is additional insured with respects to General Liability;  
and/or Umbrella Liability policies.**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

**NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.**

3. The Certificate Holder should be listed as:  
Chesterfield County  
c/o Purchasing Department  
P. O. Box 51  
Chesterfield, VA 23832-0001  
**IFB/RFP #**
4. Certificate of Insurance must be signed.

## SUPPLEMENTARY GENERAL CONDITIONS

### 1. QUALIFICATIONS OF BIDDERS

The County may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### 2. SUBMITTALS

If requested, the Bidder shall submit the following information to the County within seven days of notification of selection for the award of a Contract for the Work:

- a. a designation of the Work to be performed by the Bidder with his own forces;
- b. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work;
- c. a list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable objection to any such proposed person or entity. If the County has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity.

The County may, at his discretion, accept the substitution, or he may disqualify the Bidder. In the event of disqualification under this Sub-paragraph, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom the County has made no reasonable objection under the provisions of Sub-paragraph (c) must be used on the Work for which they were proposed and shall not be changed except with the written consent of the County.

### 3. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference to include representatives of the County, the Engineer (if applicable), and the Contractor shall be mandatory prior to start of construction unless waived by the County. Pre-construction conference shall be scheduled at least three (3) days prior to start of construction.

### 4. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the County for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

5. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the Work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in as good condition after completion of the work as it was before operations began.

Debris shall be disposed of by the end of "every" working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the Work, the Contractor shall remove all his waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials.

6. MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The County reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the County may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the County in making these tests.

7. NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the County. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the County.

8. INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the County shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

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.

9. OTHER PLANS AND WORKING DRAWINGS (SHOP DRAWINGS)

Such information as is necessary to give a comprehensive idea of the construction contemplated, are shown on the Plans. Contractor shall submit to the County for his approval such additional detailed shop or working drawings as may be required for the construction of any part of the work. Pending the approval of such drawings, any work done or materials ordered shall be at the risk of the Contractor.

10. DISCREPANCIES

The Contractor shall immediately report to the County, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The County 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.

11. FINAL INSPECTION

At time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The County or Engineer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

12. PAYMENT

If the Contractor performs, properly, all of the obligations of the Contract Documents, the County shall pay the Contractor for the performance of the Work in the manner and within the time specified in the Contract Documents.

13. MONTHLY ESTIMATES AND RETAINAGE

On the 20th day of each month, or at any other regular time agreed upon by the County and Contractor, the Contractor shall prepare and submit to the County a monthly estimate for Partial Payment. The monthly estimate shall cover items of work for which the Contractor is entitled to be paid since the last previous monthly estimate was submitted, including (1) the value of the Work done, (2) major items of equipment or materials delivered to the site of the project to be installed by the Contractor, as substantiated by submitted invoices and as approved by the inspector, and (3) materials incorporated into the Work.

The County shall pay to the Contractor all sums due under the monthly estimate less five percent (5%) retainage on or before the 15th day of the month following the submission of the monthly estimate, unless the County asserts a right to withhold some or all of the payment under the provisions of the Contract Documents.

The Contractor will be paid for materials delivered to and stored on the job site. Payment will be for actual cost of materials as evidenced by receipted invoices, less five percent (5%) retainage. The contractor shall make a separate accounting of these materials and shall submit an accounting of them, with four (4) copies, along with the monthly estimate for partial payment.

14. PARTIAL PAYMENT NO WAIVER OF RIGHTS

Partial payments made under this Contract by the County are not evidence of the proper performance by the Contractor either in whole or in part, and no payment made by the County shall be construed to be an acceptance of defective or improper work. No act of the County or the Engineer or the representative of either of them in superintending or directing the Work, no failure to disapprove or reject any material used in the Work, and no extension of time for the completion of the Work shall be construed as acceptance of the Work either in whole or in part. Acceptance of the work by the County shall occur only upon Final Payment by the County.

15. TERMINATION FOR BREACH OR NON-PERFORMANCE

If the Contractor fails to perform the Work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

- a. after providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- b. terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the County pursuant to this paragraph, the Contractor shall not be entitled to receive any further payment from the County until Completion of the Work has occurred. After completion of the Work, the County shall pay to the Contractor the amount of the unpaid balance due to the contractor at the time the Contract was terminated minus the cost incurred by the County to complete the Work. If the cost incurred by the County to complete the Work exceeds the unpaid balance due to the Contractor, the contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the Work.

16. WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

No waiver by the County or its agents or employees of any breach of this Contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the Contract by the Contractor. All remedies provided by this Contract are cumulative, and in addition to each and every other remedy under the law.

17. CHANGE ORDERS:

Change Orders must be approved by the County prior to work being performed.

18. SUBSTITUTIONS

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate any equivalent or substitute products, which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings were developed. The necessary changes shall be made at the Contractor's expense. The Contractor shall submit sufficient data concerning the substitute equivalent products and resulting necessary changes to the project to the County documenting that the substitute product(s) can be properly integrated with the project.

**BASIS OF AWARD**

The County will award to the lowest responsive and responsible bidder based on the Bid Amount.

**PRICING SCHEDULE**

BID AMOUNT \$ \_\_\_\_\_

**TIME OF PERFORMANCE**

Bidders are required to state the time of proposed project completion. Unless otherwise specified, bid the earliest completion possible. Bidders must insert a definitive time frame IN CALENDAR DAYS, within which completion will be made after receipt of Notice to Proceed. Indefinite terms such as “promptly”, “as soon as possible”, etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE COMPLETION TIME WILL RESULT IN THE DISQUALIFICATION OF THE BID IN ITS ENTIRETY.**

Completion in calendar days: \_\_\_\_\_

**ADDENDA**

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**CONFIRMATION OF SUBMITTALS:** The following submittals are included with the bid submission:

\_\_\_\_\_ (√) 5% Bid Bond

\_\_\_\_\_ (√) Contractor Data Sheet

\_\_\_\_\_ (√) Contractor Environmental Activity Statement

**NEGOTIATION WITH LOW BIDDER**

If the bid from the lowest responsive and responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

**CONTRACTOR BUSINESS LICENSE**

In accordance with the *Code of Virginia* §54.1-1100, contractors that for a fixed price, commission, fee, or percentage undertake to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a Bidder/Offeror shall fail to obtain the required license prior to submission of a bid/proposal, the bid/proposal shall not be considered.

**Class of License Definitions:**

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

Class B Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$7,500 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

Class C Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$7,500, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

Provide contractor license number below:

Class A Virginia Contractor Registration No. \_\_\_\_\_

Class B Virginia Contractor Registration No. \_\_\_\_\_

Class C Virginia Contractor Registration No. \_\_\_\_\_

Classification/Specialty: \_\_\_\_\_

**TERMS AND SIGNATURE SHEET**

**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are \_\_\_\_\_

All prices shall be F.O.B.: Henricus Historical Park, 251 Henricus Park Road, Chesterfield, VA 23831. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #10-0007 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying 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, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive 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.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act* 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.**

|                                 |                  |                 |
|---------------------------------|------------------|-----------------|
| <b>Minority-Owned Business:</b> | <b>Yes</b> _____ | <b>No</b> _____ |
| <b>Women-Owned Business:</b>    | <b>Yes</b> _____ | <b>No</b> _____ |
| <b>Chesterfield Business:</b>   | <b>Yes</b> _____ | <b>No</b> _____ |

**CONTRACTOR DATA SHEET**  
**TO BE COMPLETED AND SUBMITTED WITH BID**

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

\_\_\_\_\_ years      \_\_\_\_\_ months

Provide a minimum of three (3) references who may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1.
2.
3.



## CHESTERFIELD COUNTY

### *ENVIRONMENTAL MANAGEMENT SYSTEM CONTRACTOR ENVIRONMENTAL CHECKLIST*

|                |                                                      |         |  |
|----------------|------------------------------------------------------|---------|--|
| PROJECT TITLE: | HENRICUS HISTORICAL PARK ROCKE HALL EXHIBIT BUILDING |         |  |
| BID / RFP #:   |                                                      | P.O. #: |  |

*The following information is to be filled out by the Project Manager for the contracted work or service to be performed.*

Will the contracted work or service include any of the following activities?

#### COMBUSTION SOURCES SUCH AS:

|                                                  |                                         |                                        |
|--------------------------------------------------|-----------------------------------------|----------------------------------------|
| Air Heating and Supply                           | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Mobile Transportation, such as forklift or carts | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Construction Activities                          | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Excavation or Grading                            | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| Drilling or Blasting                             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Rock Crushing                                    | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Demolition                                       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Welding or Soldering                             | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Painting                                         | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| Asphalt Paving                                   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Use or Storage of Chemicals or Fuels             | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Transfer of Bulk Materials                       | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| Disposal of Chemical Wastes                      | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Disposal of General Wastes                       | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |

If yes, please describe waste streams:

Construction debris

**BUILDING MAINTENANCE ACTIVITIES**

|                                                                                     |                                     |     |                          |    |
|-------------------------------------------------------------------------------------|-------------------------------------|-----|--------------------------|----|
| Architectural Paint Removal                                                         | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Architectural Painting                                                              | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Hydroblasting                                                                       | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Sandblasting                                                                        | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Surface Preparation / Treatments, such as<br>floors and roof repair                 | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Purging or repair of distribution lines such<br>as those for fuel, oil, or solvents | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Use of chemicals, solvents, caustics,<br>acids, oils, etc.                          | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Use of herbicides, pesticides, or insecticides                                      | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |

**BUSINESS OR WORK RELATED ACTIVITIES**

|                                                                                        |                                     |     |                          |    |
|----------------------------------------------------------------------------------------|-------------------------------------|-----|--------------------------|----|
| Use or receipt of chemical materials<br>(other than janitorial or cleaning materials.) | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Generation and disposal of chemical wastes                                             | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Generation of sealers, adhesives, coatings, or paints                                  | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Welding, soldering, brazing or similar activities                                      | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Use of caustics or acids                                                               | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Use of combustion gases                                                                | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Please list fuels used:                                                                | <hr/>                               |     |                          |    |
| Laboratory installation                                                                | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Medical Waste                                                                          | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Discharge to storm drains                                                              | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |

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*To be completed by the Chesterfield County Project Manager after a review is conducted.*

A review of the above activities determined that:



This Contractor/Supplier Environmental Checklist is approved, no further action is needed.



The Contractor/Supplier Environmental Activity Statement (ENVGT.FORM.0009) needs to be completed.

Project Manager Signature: STUART W. CONNOCK, JR. Date: 2.8.2010



## **Requirements**

- 1.0 Introduction**
- 2.0 General Environmental Management Procedures**
- 3.0 Waste Disposal**
- 4.0 Equipment Decommissioning**
- 5.0 Water Discharges**
- 6.0 Material Storage/Spills**
- 7.0 Storm Water Management**
- 8.0 PCBs**
- 9.0 Asbestos**
- 10.0 Lead**
- 11.0 CFCs**
- 12.0 Environmental Activity Review**
- APP Chesterfield County Environmental Management Policy**

## **1.0 Introduction**

- 1.1 The following information is supplied to contractors and suppliers who perform work on site for Chesterfield County. The information presented in these guidelines has been developed in response to the Environmental Management System (EMS). The intent of this information is to make contractors and suppliers aware of the EMS and to ensure conformance to applicable EMS procedures and instructions.
- 1.2 An important part of the EMS relates to the control of contractors and their subcontractors who are required to comply with relevant environmental policies and procedures. The nature of contractor activities is such that their personnel have significant potential to affect environmental performance and regulatory compliance within Chesterfield County. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance.
- 1.3 Chesterfield County operates an EMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, suppliers and their employees while working on site. Failure to follow these requirements can be grounds for termination of the on-site contract work.
- 1.4 For further information, please contact the Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531.

## **2.0 General Environmental Management Procedures**

- 2.1 Contractors will not transport hazardous chemicals on site without having prior knowledge of the associated Material Safety Data Sheets (MSDS). These materials include but are not limited to sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 2.2 Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 2.3 Contractors will not discharge anything to drains and or sewers without the prior approval of the Chesterfield County WWTP Plant Manager or designee.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.

- 2.5 Contractors will immediately notify the Chesterfield County Project Manager of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Environmental Tracking of Spills and Releases form.
- 2.6 Contractors will properly label, store and dispose of all waste materials.
- 2.7 Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- 2.8 All contractors shall practice good housekeeping. Clean up of trash, etc. generated by the contractor's activities or the activities of its employees are the contractor's responsibility.
- 2.9 Contractors are responsible for keeping the site clean and orderly.
- 2.10 Contractors will not engage in any excavation activities on site without the prior approval of the Chesterfield County Project Manager.

### **3.0 Waste Disposal**

- 3.1 All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 The Chesterfield County Project Manager must be informed of all generated hazardous waste streams before a waste is generated and collected on site.
- 3.3 The Chesterfield County Project Manager must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- 3.4 Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Shipping information and paperwork (MSDS, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- 3.6 Contractors will be contractually responsible for all regulated wastes.

### **4.0 Equipment Decommissioning**

- 4.1 All equipment will be thoroughly inspected by the contractor for fluids and other

hazardous materials prior to removal.

- 4.2 All fluids and other hazardous materials in the equipment will be removed prior to decommissioning and disposal of any waste generated will be handled in accordance with the above instructions in 3.0.

## **5.0 Water Discharges**

- 5.1 Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of the Chesterfield County WWTP Plant Manager.
- 5.2 Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- 5.3 In the event that the WWTP Plant Manager approves discharges to sewers, the wastewater treatment plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

## **6.0 Material Storage/Spills**

- 6.1 There will be no outside storage of any materials without the consent of the Chesterfield County Project Manager.
- 6.2 Approved outside storage areas for chemical materials must be equipped with **non-earthen** secondary containment equal to 150% of the capacity of the largest container by the contractor.
- 6.3 The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA HAZARD COMMUNICATION STANDARD (i.e., contents, primary hazard).
- 6.4 The contractor will have available the material safety data sheets (MSDS) for all chemical products in use at all times that their employees are working on site. MSDS's will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- 6.5 The contractor will ensure that chemical containers are closed except when in use.
- 6.6 Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.

- 6.7 THE CONTRACTOR WILL IMMEDIATELY REPORT ALL SPILLS OR RELEASES OF MATERIALS OTHER THAN INCIDENTAL SPILLS to the Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531. Contractors will follow up by submitting a completed Environmental Tracking of Spills and Releases form.

## **7.0 Storm Water Management**

- 7.1 No process materials or any other sources of water pollutant shall be commingled with storm water.
- 7.2 Solids must be prevented from entering sewer drains. Roadways and outside areas must be kept clean.
- 7.3 It is the contractor's responsibility to install storm water control measures such as silt fences, straw bales, etc. to control the solids entering storm drains from erosion or other processes if necessary.
- 7.4 All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 7.5 Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- 7.6 In the event that a stormwater management plan is required (i.e. greater than 1 acre of land is disturbed), the plan will be submitted to the Chesterfield County Project Manager for approval.

## **8.0 PCBs**

- 8.1 If a material is suspected to have PCB contamination, the Chesterfield County Project Manager is to be notified.
- 8.2 All PCB removals shall be coordinated by the Chesterfield County Project Manager.
- 8.3 Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

## **9.0 Asbestos**

- 9.1 Contractors will contact the Chesterfield County Project Manager prior to any construction or demolition work that could disturb existing structures or equipment.

- 9.2 All asbestos removal and disposal activities will be conducted in accordance with procedures approved by the Chesterfield County Project Manager.

#### **10.0 Lead**

- 10.1 Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by the Chesterfield County Project Manager.
- 10.2 All lead removal and disposal activities will be conducted in accordance with procedures approved by the Chesterfield County Project Manager.

#### **11.0 CFCs**

- 11.1 Contractors will provide copies of employee training certificates to the Chesterfield County Project Manager upon request.
- 11.2 Intentional venting of CFCs to the atmosphere is prohibited.

#### **12.0 Contractor/Supplier Environmental Activity Review**

- 12.1 Upon request, contractors are to submit a written statement outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations using the Contractor and Supplier Environmental Activity Statement form provided. The Activity Statement must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with on-site activities and proposed measures for minimizing these risks.

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*For questions or additional information regarding this form, contact the Chesterfield County, Virginia Office of Environmental Management at (804) 717-6531.*



## Chesterfield County, Virginia

James J. L. Stegmaier, County Administrator

9901 Lori Road – P.O. Box 40 – Chesterfield, VA 23832-0040

Phone: (804) 748-1211 – Fax: (804) 717-6297 – Internet: chesterfield.gov

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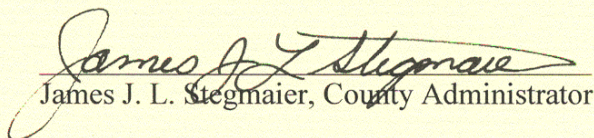
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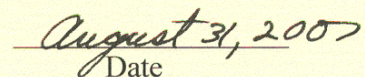
## Chesterfield County Environmental Management Policy

The County of Chesterfield is committed to improving countywide environmental practices, and to being responsible protectors of the environment in conformance with its mission of providing a "First Choice Community through Excellence in Public Service." In support of this commitment, the county will:

1. Meet or exceed all applicable environmental laws, regulations, municipal standards, and other environmental initiatives to which the county subscribes.
2. Educate, train, and recognize employees for enhanced environmental performance and increased awareness of environmental issues.
3. Practice the principles of pollution prevention.
4. Respond to environmental incidents at county properties and facilities quickly and effectively.
5. Continually improve our environmental management program and make it an integral part of our standard business practices.
6. Develop and periodically review environmental objectives and targets as part of maintaining the county's environmental management program.
7. Promote the education of all citizens in the awareness of environmental issues and pollution prevention.
8. Encourage the use of sound environmental principles and practices by all county contractors and vendors.

This commitment to protect the environment is required by all persons working for Chesterfield County at all levels.

  
James J. L. Stegmaier, County Administrator

  
Date



## CHESTERFIELD COUNTY

### *ENVIRONMENTAL MANAGEMENT SYSTEM*

### *CONTRACTOR ENVIRONMENTAL ACTIVITY STATEMENT*

**This form must be completed, signed and returned before the contracted work commences.**

*The following information is to be filled out by the Contractor (Please Print)*

Contact Person:\_\_\_\_\_ Date:\_\_\_\_\_

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

#### **Activities or Work Description:**

Chesterfield County Site:\_\_\_\_\_

Briefly describe the activities or work to be undertaken by your company at the Chesterfield County site.

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#### **Air Emissions:**

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

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#### **Water Discharges:**

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

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**Materials:**

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work?

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**Training:**

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

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**Waste Generation:**

Will the activities or work you perform result in the generation of any wastes? YES or NO

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

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Are any waste generated to be recycled? YES or NO

If YES, list the recyclables, where and how they will be recycled.

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**Energy:**

Will the activities or work consume energy? YES or NO  
(electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

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**Other:**

Are there any other ways in which your activities will affect or protect the environment? YES or NO

If YES, please describe below.

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**Information:**

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

Contact: First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Sec. Phone: \_\_\_\_\_

**Environmental Agreement**

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request.

The Chesterfield County Project Manager will communicate applicable changes to the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact the Chesterfield County Office of Environmental Management at (804) 717-6531.

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

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

**Project Manager Review**

A review of the above-submitted document has been found to be:

☐ COMPLETE – approved, no further action is needed.

☐ INCOMPLETE – a response must be received by: \_\_\_\_\_

Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

|                |  |           |  |        |  |
|----------------|--|-----------|--|--------|--|
| PROJECT TITLE: |  | BID/RFP#: |  | P.O.#: |  |
|----------------|--|-----------|--|--------|--|

SCHEDULE OF DRAWINGS  
HENRICUS HISTORICAL PARK

**ROCKE HALL EXHIBIT BUILDING**

|                              |        |
|------------------------------|--------|
| COVER SHEET                  | CS-1.0 |
| SPECIFICATIONS               | CS-1.1 |
| SITE PLAN                    | A-1.1  |
| SITE UTILITIES [EXISTING]    | A-1.2  |
| PLANS                        | A-2.1  |
| PLAN DETAILS                 | A-2.2  |
| FOUNDATION AND FRAMING PLANS | A-3.1  |
| FRAMING PLANS                | A-3.2  |
| FRAMING DIAGRAMS             | A-3.3  |
| FRAMING DIAGRAMS             | A-3.4  |
| ELEVATIONS                   | A-4.1  |
| SECTION                      | A-5.1  |
| FIREPLACE SECTION            | A-5.2  |
| FIREPLACE SECTION            | A-5.3  |
| STAIR SECTION                | A-5.4  |
| FOUNDATION DETAILS           | A-6.1  |

## SECTION 01100 - SUMMARY

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Type of the Contract.
  - 2. Specification formats and conventions.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Owner: County of Chesterfield Department of Parks and Recreation
  - 1. Owner's Representative: Mr. Stuart W. Connock, Jr  
(804) 748 - 1624  
P.O. Box 40  
9201 Public Works Road (delivery)  
Chesterfield, VA 23832
- B. Site Administrator: The Henricus Foundation
  - 1. Administrative Contact: Mr. Paul Tubach  
251 Henricus Park Road  
Chester, Virginia 23836
- C. The Work consists of the following:
  - 1 The Work requires the construction of a circa 1610 traditional, heavy timber framed exhibit structure (a reconstruction of the Rectory of Reverence Alexander Whitaker). The structure shall be 22' x 38' (836 SF footprint) with riven clapboard siding and thatch roofing.  
  
Note: that an ICF foundation wall with footings has previously been constructed and shall be incorporated into the structure. An additional 4' x 22' section of masonry foundation wall and footings will be required to complete the structure.

#### 1.4 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: Use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Specifications are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the Table of Contents at the beginning of the Specifications to determine numbers and names of Sections in the Contract Documents.
  2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- C. Document Conflicts: The Drawings, Specifications, and Local, State, Federal and other specified regulatory requirements form the complete Construction Documents package that will be used for construction.
1. In the event of a conflict between any of the requirements, the most stringent requirement shall apply.
  2. In the event of a conflict between any information presented, the following Order of Precedence shall apply.
    - a. Drawings
    - b. Specifications
  3. In the event of a conflict of any information presented within either the Drawings or the Specifications, the Engineer shall be notified immediately.
  4. If a specific product is identified but the product does not meet the minimum ASTM requirements noted, the engineer shall be notified immediately.
  5. The contractor shall record all instances of document conflicts and the manner in which they were resolved. The list shall be provided with the Project Record Documents to the Engineer at the end of the project.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01100

## SECTION 01141 - CONSTRUCTION ACTIVITIES IN A PUBLIC PARK/SCHOOL

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary safety measures, traffic control measures, management of construction equipment, and daily scheduling of new construction. The Contractor shall determine and use appropriate safety measures based on the proposed construction and construction schedule. Specific measures required are shown on the drawings.
- B. Temporary Safety Measures include, but are not limited to, the following:
  - 1. Temporary chain link fencing
  - 2. Plastic Safety Fence
  - 3. Barricade Tape
  - 4. Wooden Barricade
  - 5. Safety Personnel
- C. Traffic Control Measures include, but are not limited to, the following:
  - 1. Traffic Signs
  - 2. Traffic Cones
  - 3. Barricades
- D. Management of Construction Equipment and protection of work in place, after Normal Working Hours include, but is not limited to, the following:
  - 1. Padlocks
  - 2. Chains
  - 3. Security personnel

#### 1.3 SUBMITTALS

- A. Company safety policy and procedures: At the pre-construction meeting, submit a copy of the company's "Safety Policy and Procedures Manual". Each employee must be required to read, understand and follow the procedures listed in the manual in order for the manual to be considered valid.
- B. Park Safety Management Documentation: Prior to starting construction, submit a copy of the procedures that will be used to ensure safe construction practices within the park setting specific to the scope of work. At a minimum, the document shall include the following:

1. A list of the equipment for the Temporary Safety Measures that will be used and where they will be used.
2. A list of the Traffic Control Measures that will be used and where they will be used.
3. Locations for storing the construction equipment after hours and stockpiling materials.
4. A map showing how each phase or area of the construction will be segregated from the public. Multiple maps may be required depending on the complexity of the phasing.
5. A general schedule for each phase or area of construction. The schedule is different from the schedule for the owner as it will show the order of each phase and area of construction and approximate dates. This document will be reviewed for coordination with the park schedule for upcoming events.

#### 1.4 PROJECT CONDITIONS

- A. Upon starting construction, the contractor understands that the park remains open after normal working hours and on weekends and holidays. The contractor also understands that the construction equipment and construction site may be subject to intrusion, vandalism, and theft from minors using the park since the construction equipment and site will be left unsupervised.
1. The contractor will be responsible for repairing and replacing equipment at no cost to the owner.
  2. Neither the owner, park operator, nor the engineer will be liable for any damage caused by park patrons.
  3. If equipment is vandalized or stolen, the contractor shall contact the appropriate authorities to report the damage. The contractor may pursue, at no cost to the owner, compensation for the damages from the responsible party.
  4. If the new construction is vandalized, the contractor shall provide the repairs at no cost to the owner.
- B. The contractor shall provide Temporary Safety Measures around the areas of construction to minimize the possibility of damage to the new construction, construction equipment, and injury to park patrons.
1. If an injury to a park patron occurs as a result of the construction, either during or after normal working hours, the contractor shall be held liable.
  2. If damage to a park patron's belonging(s) occur(s) as a result of the construction, either during or after normal working hours, the contractor shall be held liable.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts. Provide a lockable gate for the fence that will safely allow the passage of construction vehicles.
- B. Plastic Safety Fence: International orange plastic safety fence with a tensile yield of 2000 lbs per 4 foot width per ASTM 638, a ultimate tensile strength of 2900 lbs per 4 foot width per ASTM 638, elongation at break greater than 1000% per ASTM 638, and chemically inert to most

chemicals. The fence shall be at least 60 inches high and securely fastened to metal post imbedded 24" into the ground located at each turn and a maximum of 10 feet apart.

- C. Barricade Tape: 3 inch wide 0.11 inch thick yellow polyethylene tape with the words "CAUTION" uniformly printed throughout the tape length in 2 inch high black letters. The tape shall be smooth, uniform and free of defects and irregularities. The tape shall have a tensile strength at breaking of 4000 psi with an elongation at breaking at least 400%. The tape shall be installed 36" above the ground on wooden stakes located at each turn and a maximum of 5 feet apart.
- D. Wooden Barricade: 2 inch by 10 inch by 8 feet long wood beam painted orange with black 2 inch wide striping supported 36 inches above the ground on a base can be moved by hand. On the wood beam, a "CAUTION" or "DANGER" sign shall be securely fastened in the middle of the beam.
- E. Security Personnel: An employee of the contractor, paid as part of the construction contract, who shall remain after the construction crew leaves the area of concern and stays until the park closes. The employee shall be responsible for directing park patrons away from the construction area and equipment. Multiple security personnel may be deemed necessary and shall be provided by the contractor at no additional cost to the owner.
- F. Traffic Signs: Traffic signs shall comply with "The Manual on Uniform Traffic Control Devices" latest edition.
- G. Traffic Cones: Traffic cones shall be bright orange plastic cones at least 30 inches high and shall sufficiently flexible to not cause damage to vehicles if the cones are impacted or run over, but resilient enough to return to the original shape and remain vertical.

## PART 3 – EXECUTION

### 3.1 CONSTRUCTION PRACTICES, GENERAL

- A. Locate Temporary Safety Measures to limit park patron access to the new construction and construction equipment.
- B. Locate Traffic Control Measures such that traffic movement throughout the park is not disturbed and so the new traffic patterns are easy to understand.
- C. At the end of each working day:
  - 1. Clean up the site removing any tools that may be lifted unaided by mechanical equipment.
  - 2. Locate the construction equipment in the area designated during the Pre-Construction meeting, lock all doors and remove any keys. Using chains and padlocks, or other locking devices, secure the steering wheels for each piece of equipment such that if the equipment is started, mobility will be limited.
  - 3. Ensure the temporary safety measures are complete before leaving the site, limit access to the new construction and any excavations.

### 3.2 TEMPORARY MEASURES FOR OVERALL CONSTRUCTION SITE

- A. Temporary Chain Link Fencing: Locate the fence around the limits of construction for the current phase of construction providing sufficient room for working in a safe environment meeting all OSHA requirements while minimizing interference with the park operations outside of the new construction. Contact Chesterfield County Department of Parks and Recreation prior to erecting the fence to verify the location will be acceptable. If the construction area cannot be isolated, isolate the unsafe areas per the direction of Chesterfield County.
- B. Traffic Control Signs: Locate the signs up-road in all directions describing the possible dangers and traffic restrictions so a park patron may enter the construction area aware, if passage through the construction area is necessary, or avoid the construction area as necessary.
- C. Traffic Cones: Locate around and throughout the site as necessary to direct traffic away from unsafe areas. If roads need to be blocked off, locate the cones so a vehicle is diverted into a parking lot or another road without having to backup or turn-a-round at the cones.
- D. Wooden Barricades: Locate around and throughout the site as necessary to direct traffic away from unsafe areas. If roads need to be blocked off, locate the cones so a vehicle is diverted into a parking lot or another road without having to backup or turn-a-round at the cones.
- E. Security Personnel: Station near the construction area and/or the equipment so the person(s) may notice someone approaching too close for safety or security reasons.

### 3.3 TEMPORARY FACILITIES

- A. Temporary Restroom: The Contractor shall provide at no cost to the Owner temporary restroom facilities using a port-a-john or other temporary restroom approved by the Owner and allowed per local and state regulations.
  - 1. The acceptable locations will be determined at the pre-construction meeting.
  - 2. All construction personnel shall use the temporary restroom. Permanent restrooms located throughout the park will be off limits to construction personnel.
  - 3. Any permits required shall be the responsibility of the Contractor and shall be obtained at no cost to the Owner.
  - 4. The restroom shall be maintained in a clean and presentable manner. If requested by the Owner for cause, the Contractor shall have the temporary facility cleaned, emptied or replaced immediately at no cost to the Owner.

### 3.4 OPEN EXCAVATIONS

- A. Isolated Excavations: Applies when the construction area cannot be surrounded by Temporary Chain Link Fence.
  - 1. For excavations less than 12 inches deep, surround the excavation with barricade tape before leaving the site.
  - 2. For excavations less than 24 inches deep but greater than or equal to 12 inches deep, surround the excavation with plastic safety fence before leaving the site.
  - 3. For excavations 24 inches deep or greater, surround with temporary chain link fence before leaving the site.
- B. Large Excavated Areas: Applies when the construction area cannot be surrounded by Temporary Chain Link Fence.

1. Surround entire excavated area with temporary chain link fence before leaving the site.

### 3.5 ASPHALT

- A. Schedule placing asphalt so it may be sufficiently cool before the end of the working day.
- B. Locate traffic cones or barricades at each access to the asphalt until it has hardened sufficiently to apply the striping.

### 3.6 PORTLAND CEMENT CONCRETE

- A. Schedule placing concrete to the early morning so it may become sufficiently hard, resistant to imprinting, before the end of the working day.
- B. Surround all fresh concrete pours with plastic safety fence for at least two days after placing the concrete to restrict pedestrian access on the new concrete.
- C. Locate traffic cones around concrete with nearby vehicle access for at least seven days after placing the concrete to restrict vehicular access on the new concrete.
- D. Starting at the end of the work day, station security personnel near the concrete until it has sufficiently hardened.

### 3.7 UTILITIES

- A. Do not leave utility trenches open at the end of the day. Schedule the installation so the portion of utility installed may be covered as required per the Contract Documents. The portion of the trench at the end of the utility line installed may remain open and shall be treated as an isolated excavation.
- B. Restrict access into stockpiled pipe greater than 8 inches in diameter using either plastic safety fence or temporary chain link fence. If plastic safety fence is used, secure the fence to the pipe or completely wrap the stockpile so the fence can be fastened to itself.
- C. Wrap all valves, hydrants, and other waterline appurtenances above grade or stockpiled on site with cloth or a tarp at the end of the working day.

### 3.8 WEEKENDS AND HOLIDAYS

- A. Secure all vehicles, construction equipment, stockpiles, and other items relating to the construction using temporary chain link fences, plastic safety fences, chains and locks. Remove all keys, including safety keys, from vehicles and equipment.
- B. Install the temporary chain link fence around the construction area and excavations ensuring the gates are adequately locked. Provide Chesterfield County Department of Parks and Recreation with a key, or combination, to the lock.
- C. Place signs and traffic cones near the construction area re-directing the traffic as necessary.

END OF SECTION 01141

## SECTION 01290 – PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
  - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days prior to submission of first application for payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Engineer.
    - c. Engineer's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Unit price.
  - d. Dollar value of completed work for both the pay request month and for the total duration for each line item.
  - e. Percent of completed work for the total duration for each line item.
  - f. Dollar value of work to remain for each line item.
  - g. Total dollar value of work completed.
  - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Change Orders: Provide separate line items for each Change Order. Each Change Order shall be listed separately.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is the 25<sup>th</sup> day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends five days before the date for each progress payment.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Construction Schedule: With each application for payment, the Contractor shall submit a Revised Construction Schedule. If the construction is behind schedule, the Contractor shall also submit a letter documenting the methods that will be used to get the construction back on schedule. Application for payment will be automatically rejected if the Construction Schedule, and if necessary, the letter explaining the method to get the project back on schedule, is not included.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With the last Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Products list.
  - 5. Schedule of unit prices.
  - 6. Submittals Schedule (preliminary if not final).
  - 7. List of Contractor's principal consultants.
  - 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 9. Certificates of insurance and insurance policies.
  - 10. Performance and payment bonds.
  - 11. Data needed to acquire Owner's insurance.
  - 12. Approval of shop drawing submittals for items identified as complete.

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. A retainer of 5% shall be applied.
- J. Final Payment Application: The final application for payment cannot be executed until all Change Orders have been executed. Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

## PART 2 - PRODUCTS

Not Used.

## PART 3 - EXECUTION

Not Used.

END OF SECTION 01290

## SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project Including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

#### 1.3 PROJECT MEETINGS

- A. General: The Engineer will conduct meetings and conferences at Project site.
  - 1. Attendees: The General Contractor and any Sub-Contractor, whose presence is required, shall attend.
  - 2. Minutes: A Site Visit Report and Meeting Minutes shall be prepared by the Engineer and distributed to the General Contractor within five days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than five days after receipt of Notice to Proceed. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Engineer, and Contractor shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
- b. Phasing.
- c. Critical work sequencing.
- d. Designation of responsible personnel.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for processing Applications for Payment.
- g. Distribution of the Contract Documents.
- h. Submittal procedures.
- i. Preparation of Record Documents.
- j. Use of the premises.
- k. Responsibility for temporary facilities and controls.
- l. Parking availability.
- m. Office, work, and storage areas.
- n. Equipment deliveries and priorities.
- o. Progress cleaning.
- p. Working hours.
- q. Permit and inspections

C. Progress Meetings: Progress meetings will be conducted at monthly intervals. Coordinate dates of meetings with preparation of payment requests.

- 1. Attendees: In addition to representatives of Owner and Engineer, the General Contractor, and appropriate Sub-Contractors, shall be present at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

## PART 2 - PRODUCTS

Not Used.

## PART 3 - EXECUTION

Not Used.

END OF SECTION 01310

## SECTION 01330 – SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment.
  - 2. Division 1 Section "Project Management and Coordination" for submitting Coordination Drawings.
  - 3. Division 1 Section "Closeout Procedures" for submitting warranties and documents.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
    - b. If a substitution is made, the contractor is responsible for coordinating the substituted item with all other submittals, including submittals already approved. Approved submittals may require re-submission depending on the severity of the change.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

- 1 Initial Review: Allow ten days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2 If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3 Allow ten days for processing each resubmittal.
  - 4 No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- C. Identification: Place a permanent label or title block on each submittal for identification.
- 1 Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2 Provide a space approximately 2 by 3 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  - 3 Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name and address of subcontractor.
    - e. Name and address of supplier.
    - f. Name of manufacturer.
    - g. Unique identifier, including revision number.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Other necessary identification.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
- 1 On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
  - 2 Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
  - 3 Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Submittal and transmittal distribution record.

- i. Remarks.
  - j. Signature of transmitter.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1 Number of Copies: Submit six copies of each submittal, unless otherwise indicated. Engineer will return four copies. Mark up and retain one returned copy as a Project Record Document.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale or if catalog cuts are used, identify the selection used for the specific project. Do not base Shop Drawings on reproductions of the Contract Documents or submit multiple options for one item.
  - 1 Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Design calculations certified by a licensed professional; if custom precast structures are used.
    - d. Compliance with specified standards.
  - 2 Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  - 3 Number of Copies: Submit six blue- or black-line prints of each submittal. Engineer will retain one print. Two will be sent to the Owner and the remainder will be returned. Mark up and retain one returned print as a Project Record Drawing.
- C. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- D. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- E. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- F. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

- 1 Name, address, and telephone number of entity performing subcontract or supplying products.
- 2 Number and title of related Specification Section(s) covered by subcontract.
- 3 Drawing number and detail references, as appropriate, covered by subcontract.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1 Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
  - 2 Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- E. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1 No exceptions taken.

- 2     Make corrections noted (Resubmission not required).
  - 3     Amend and resubmit.
- C.    Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D.    Submittals not required by the Contract Documents will not be reviewed and may be discarded.
- E.    If after two re-submittals, corrections are still required, the Contractor shall be responsible for the additional fees necessary for subsequent revisions. The additional fee will be based on the Engineer's hourly rate established in the Engineer's Contract with the Owner.

END OF SECTION 01330

## SECTION 01700 – EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

- 1 Construction layout.
- 2 Field engineering and surveying.
- 3 General installation of products.
- 4 Coordination of Owner-installed products.
- 5 Progress cleaning.
- 6 Starting and adjusting.
- 7 Protection of installed construction.
- 8 Correction of the Work.

- B. Related Sections include the following:

- 1 Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
- 2 Division 1 Section "Submittal Procedures" for submitting surveys.
- 3 Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.3 SUBMITTALS

- A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in the Commonwealth of Virginia and who is experienced in providing land-surveying services of the kind indicated.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1 Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 2 Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1 Notify Owner not less than five days in advance of proposed utility interruptions.
  - 2 Do not proceed with utility interruptions without Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1 Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2 Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3 Inform installers of lines and levels to which they must comply.
  - 4 Check the location, level and plumb, of every major element as the Work progresses.
  - 5 Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
  - 6 Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

### 3.4 FIELD ENGINEERING

- A. Identification: Contract Documents will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1 Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1 Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2 Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3 Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1 Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

### 3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### 3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction.

END OF SECTION 01700

## SECTION 01770 – CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- B. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1 Inspection procedures.
  - 2 Project Record Documents.
- C. Related Sections include the following:
  - 1 Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

#### 1.3 SUBSTANTIAL COMPLETION

- D. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following.
  - 1 List items below that are incomplete in request.
  - 2 Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 3 Advise Owner of pending insurance changeover requirements.
- E. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
  - 1 Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2 Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- F. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- 1 Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.5 PROJECT RECORD DOCUMENTS

- G. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- H. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1 Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
    - e. Provide invert information for storm and sanitary sewer pipes.
    - f. Provide list of document conflicts and the manner in which they were resolved.
  - 2 Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3 Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4 Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 5 Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

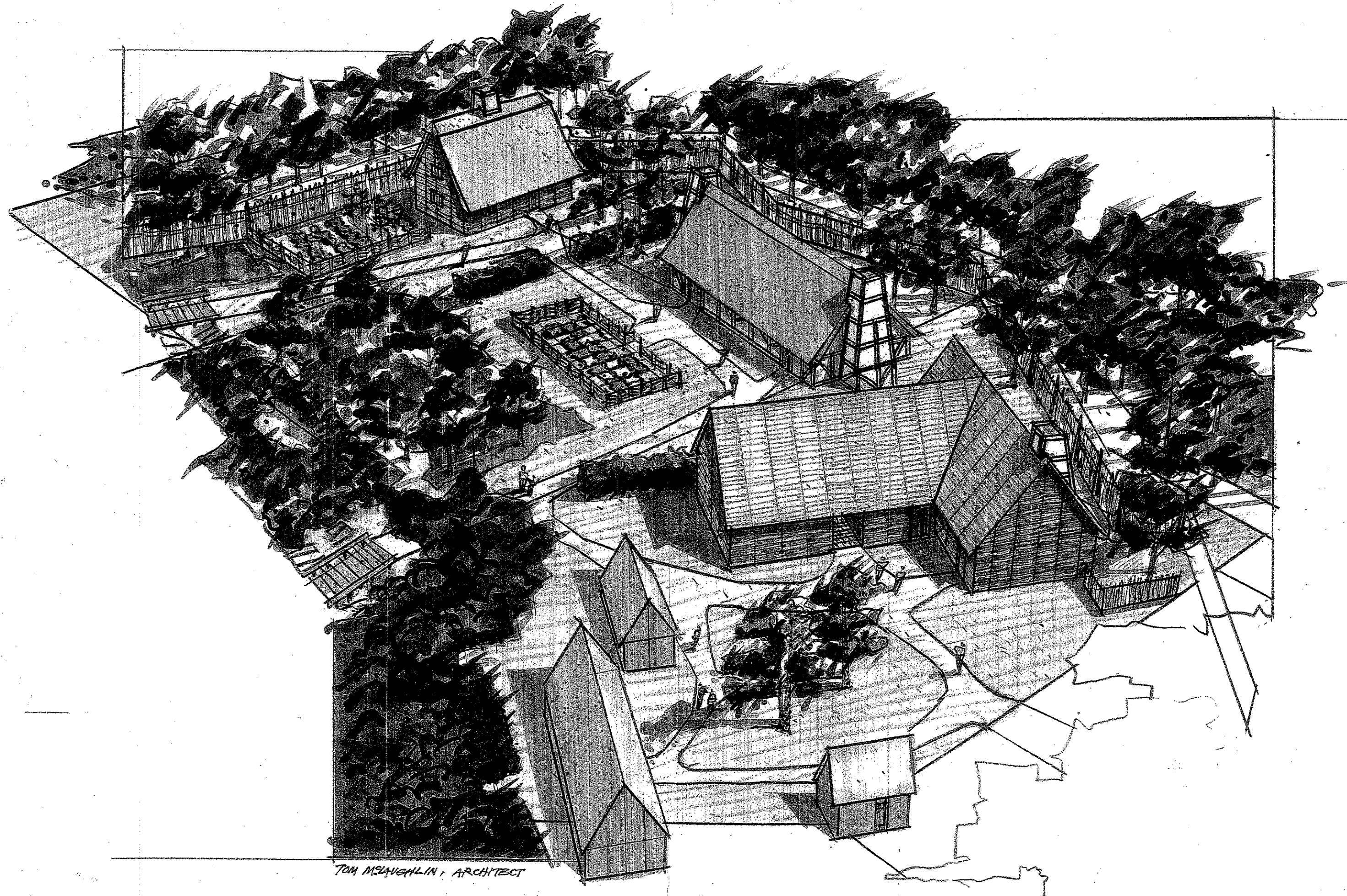
## PART 2 - PRODUCTS

Not Used.

## PART 3 - EXECUTION

Not Used.

END OF SECTION 01770



# Roche Hall at Coxendale

A Reconstruction of the  
Rectory of Reverend Alexander Whitaker

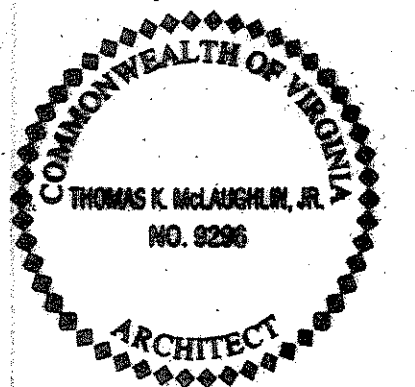
Henricus Historical Park  
Chesterfield County, Virginia

## A Reconstruction of Roche Hall at Coxendale

Henricus Historical Park  
Chesterfield County,  
Virginia



319 W. Franklin St. Richmond, Virginia 23220  
(804) 648-7122 Fax (804) 648-0144



Cover Sheet

date  
November 15, 2009

drawing number

**CS-1.0**

PROJECT SPECIFICATIONS

GENERAL CONDITIONS

The work shall conform to all governing laws, codes or ordinances including, but not limited too, the International Building Code 2006 and relevant Amendments adapted by the State of Virginia.

Where the Contractor recognizes conflicts, errors or omissions in the Contract Documents he shall not proceed with the affected work and shall notify the Architect immediately.

The Contractor shall carry full general liability and workmen's compensation insurance policies.

The Contractor shall provide the cost of a Builder's risk policy rider for Owner review.

The Contractor shall file and pay for all permits, including trade permits, required for completion of the work.

The Contractor shall coordinate activities included in various Sections to assure efficient and orderly installation of each component required for completion of the work. In addition the Contractor shall supervise and direct the Work and shall be solely responsible for all construction means and methods.

The Contractor shall conduct progress meetings at regular intervals, notify the Owner and the Architect of schedule dates and coordinate meeting dates with the preparation of payment requests.

The Contractor shall provide shop drawings, catalog cut sheets and samples of proposed products and materials for the purpose of obtaining approvals from the Architect and Owner.

The Contractor shall submit full-size Samples cured and finished as specified and identical to the product proposed. Mount, display, or package samples to facilitate review.

The Contractor shall provide all user's manuals, product literature, and warranty information necessary for the Owner to the properly maintain the products.

The Contractor shall provide inspections and tests required by the governing authorities, including those specified to be performed by an independent agency, except where they are the Owner's responsibility.

The Contractor shall coordinate with Owner and local utility companies for all temporary utilities, including power, gas and water. The Contractor shall include the cost of temporary power until Virginia Power can install a permanent line. The cost of power consumption thereafter is to be borne by the Owner.

MASONRY (continued)

During construction, cover the tops of walls, projections and sills with waterproof sheeting at the end of each day's work and secure in place. Cover partially completed masonry when construction is not in progress.

Comply with cold weather construction requirements contained in ACI 530.1/ASCE 6/ TMS 602.

Keep cavities clear of mortar droppings and other debris during construction.

After mortar is thoroughly set and cured, clean exposed masonry by method approved by the Architect.

Firebrick shall conform to ASTM C27 or ASTM C1261 and laid with medium duty refractory mortar complying with ASTM C199.

Clay flue lining shall comply with ASTM C315.

All masonry joint reinforcing, anchors and ties shall be coated or corrosion resistant metal meeting the following standards.

- Zinc coated flat metal: ASTM A82, Class B2
- Zinc coated wire: ASTM A116, Class 3
- Stainless Steel: ASTM A167, Type 304

METALS

All fasteners (nails) exposed to view shall be of hand wrought, historically appropriate (c. 1611-1615) appearance.

All door and window hardware, such as latches, hinges, pulls, bars, etc., shall be of hand wrought, historically appropriate (c. 1611-1615) appearance. Submit shop drawings for review and approval by the Architect.

Install operable, ferrous metal damper at a minimum 8" above the top of the fireplace opening.

Cast metal handrail brackets shall be by Blum or equal.

Welded wire fabric shall conform to ASTM A 185.

Reinforcing steel shall conform to ASTM A 615-60.

Horizontal joint reinforcing shall be ladder type, hot dipped galvanized conforming to ASTM A153, Class B for exterior masonry.

The Contractor shall provide toilet and dumpster facilities on the site.

Substantial Completion shall be when the Work is sufficiently complete such that the owner can occupy the Work for its intended use.

Following the date of substantial completion, the Contractor warrants that all new work shall be free from defects for a period of one year, or the maximum extent allowable by law.

SITEWORK

Remove all organic material from within existing foundation walls.

Remove all standing water, wet or damp soil, and replace with comparable volume of crushed stone.

Do not compact or disturb areas within drip lines of trees to be saved.

Provide temporary and permanent sediment and erosion control measures as required by Chesterfield County.

Strip topsoil to a depth of 6" from the area disturbed by construction and grading. Stockpile topsoil for use in finished grading.

Remove all trees and plant materials as direct by the Owner.

Fill material shall be placed and thoroughly compacted in 6-inch layers using suitable equipment.

Treat all soil beneath slabs on grade, walks and steps and within 10 feet of new construction to provide termite control. Treatment shall conform to rules and regulations of the State of Virginia and the Chesterfield County.

Review proposed grade elevations with the Architect at the conclusion of rough grading.

Finish grades shall provide positive drainage away from new and existing construction to prevent standing water.

Install 4" perforated PVC drainpipe, accessories and filter fabric. Drain to daylight. Reseed and replace areas of lawn, walks, and paving disturbed by construction.

Remove gravel, concrete and debris prior to placing topsoil in disturbed areas.

WOOD

The structure is a heavy timbered, modified "English" box frame historical reconstruction of a 2 level (1st floor and garret) rectory (house).

The frame shall be fabricated and erected per the construction documents. Any proposed variation shall be documented and submitted to the Architect and the Structural Engineer for review and approval.

The Contractor or his Sub shall provide shop drawings of the primary frame, an inventory of member sizes and documentation of proposed joints and connections for review and approval of the Architect and Structural Engineer.

The members of the primary frame shall be Northern White Oak.

Member faces not visible in the completed structure may be machine sawn. Those faces visible in the completed structure shall be finished with a hand hewn appearance. Submit a sample of this finish for review and approval by the Architect.

Connection components, mortises, tenons and housings may be machine fabricated, but the contractors should take care to maintain the historical, hand fabricated appearance of the Work.

Wood pegs used as fasteners shall be hand fabricated from clear straight-grain, defect free hardwood (Northern White Oak) stock with eight sides and a slope of grain not greater than 1:15. The specific gravity of the peg stock shall not be less than that of the timber used in the connection, but in no case less than 0.57.

Holes for the pegs shall be sized such that the pegs are held securely in place by friction without damage from crushing, mushrooming, flexure or splitting as they are driven into the holes of the connection.

Treat all wood members in contact with the ground, masonry, and within 2 feet of grade with "Boracare" preservative or equal.

Finished flooring shall be random width (8" to 12+") x 1 1/2" Southern Yellow Pine with a pit (not machine) sawn finish. Fasten with nails of a hand wrought appearance. Submit sample of flooring for review and approval by the Architect.

Install wood blocking, nailers and shims as required where not visible.

Wood clapboard sheathing shall be hand riven Northern White Oak, 6" wide x lengths indicated on construction documents. Taper clapboards from approximately 5/8" at butt ends to 3/16" at leading edge. Install with 4" exposed face with nails of a hand wrought appearance.

Coat clapboards with a mixture of coal tar and pitch thinned with turpentine.

Flooring pattern to be similar to Mt. Malady.

SITE WORK (continued)

The site area shall be cleaned on a daily basis. All excess materials and debris shall be removed from the building and site on a regular basis. Construction waste shall be regularly collected and removed. Stored materials shall be stored and protected in an orderly manner.

The site and building shall be thoroughly cleaned at project's end.

CONCRETE

All concrete work shall confirm to ACI 301-89 "Specifications for Structural Concrete for Buildings" and ACI 318-89 "Building Code Requirements for Reinforced Concrete".

All footings shall be placed at a minimum of 24" below grade on undisturbed, natural soil.

Assume 2500 PSF allowable soil pressure. Notify Architect if unstable soil conditions are encountered.

Minimum compressive strength of the concrete footings and slab shall be 3000 PSI with 4" slump.

Reinforce all footings with two #4 bars.

Provide 4" minimum of clean, porous fill (VDOT #57 stone) compacted to form a tight matrix and a 6 mil vapor barrier under all slabs-on-grade.

Note: A substantial portion of the foundation walls and footings are already in place. See Sheet A-3.1, Detail 1/A-3.1 (Foundation Plan) for scope.

MASONRY

All concrete masonry units shall conform to the following:  
Hollow load bearing: ASTM C90, Grade N, Type 1  
Hollow Non-load bearing: ASTM C129, Type 1, Lightweight

Mortar shall be ASTM C270, Type S with 28 day compressive strength of 2000 PSI. No ad mixtures allowed.

CMU shall be laid in running bond with flush joints.

Store masonry units on elevated palates in a dry location. Cover material with waterproof sheeting securely tied. If units become wet, do not install until dry.

THERMAL AND MOISTURE PROTECTION

Roofing shall be 12" thick minimum water reed thatch. Affix with mild steel and thatcher's rod and fixing nails. Treat with fire retardant solution. Treat with a Class A rated fire retardant solution such as Flame Stop I-DS by Flame Stop Inc.

Foundation waterproofing to be a 60 mil, self adhering, rubberized-asphalt membrane such as Bituthene by W.R. Grace and Co. Protect application with 1/2" protection board.

Install 6 mil poly vapor barrier in crawl space. Turn up edges minimum of 8".

Flashing at chimney and thatch to be 16 oz. lead coated copper.

FINISHES

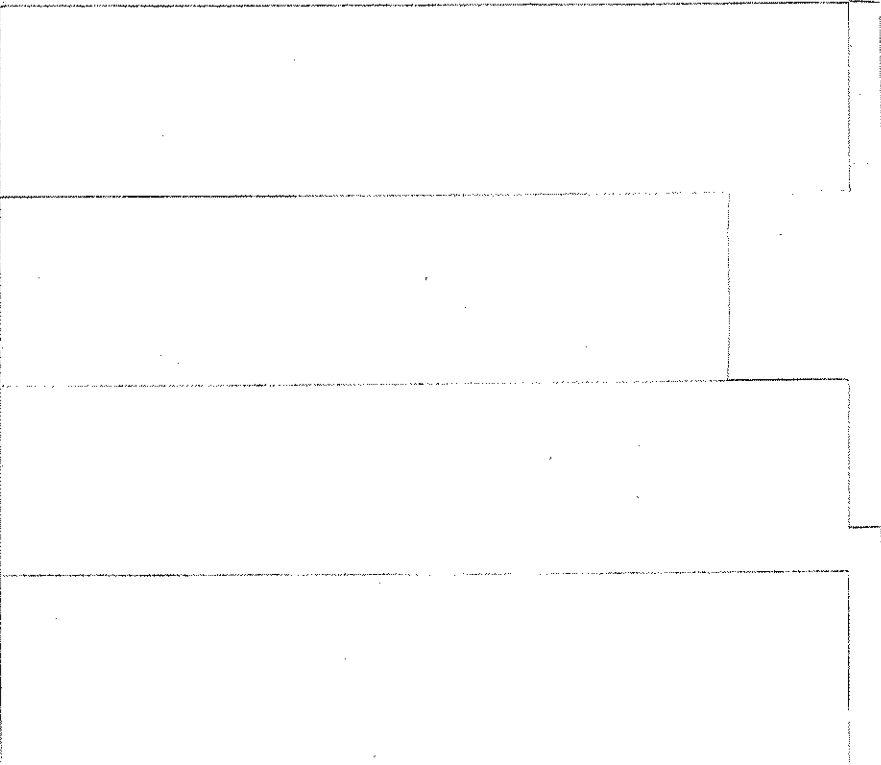
Interior walls shall be composed of a wattle and daub infill with a 1/4" finish coat of lime plaster.

The wattle shall consist of 1 1/2" x 2" vertical staves approximately 6"- 8" apart interwoven with a matrix of 1/2" horizontal lath strips at 6" apart vertically.

The wattle may be hand riven or machine sawn.

The Daub shall be composed of a 90% clay and sand mixture combined with 10% Portland cement.

Install wattle and daub before installation of clapboards. Bring the outside surface flush to the outside face of framing members and on the interior to the dimensions shown on the plans and details.



PROJECT DATA

Project Name  
Rocke Hall at Coxendale  
A Reconstruction of the Rectory of Reverend Alexander Whitaker  
251 Henricus Park Road  
Chester, Virginia 23836  
Tax\_Map #  
Magisterial District  
Tax\_ID 813-662-672100000  
Bermuda

Owner  
Paul Tubach  
Executive Director,  
Henricus Historical Park  
251 Henricus Park Road  
Chester, Virginia 23836  
804-706-1340  
Plan Preparer  
Tom McLaughlin, Architect  
1110 West 42nd Street  
Richmond, Virginia 23225  
804-231 1840; 804-519-7382(m)  
Historic House Reconstruction  
in an Outdoor Museum

Footprint  
Area  
38' x 22'  
2 Levels: 1st Floor- 836 SF  
Garret- 456 SF  
Total- 1,292 SF

Code  
Occupancy Classification  
Use  
Construction Type  
Water  
Sewer  
Fire Protection  
2006 International Building Code  
Group B/ Assembly >50 Persons  
Living History Exhibit Building  
Type 5B  
County: No change to current connection  
Septic Drainfield: No connection change  
Not Sprinklered; Adjacent Site Fire  
Hydrants with on-site storage volume  
backup  
Structural frame-0  
Bearing Walls-0  
Nonbearing Walls/Partitions  
Exterior-0  
Interior- 0  
Floor Construction-0  
Roof Construction-0  
>2,500 SF

Fire Resistance Ratings

Site Disturbance

INSPECTIONS REQUIRED

Footing, Foundations and Projections  
Framing (prior to cover up)  
Fireplace Box and Throat  
Final Inspection

CODE MODIFICATIONS

Section 1009.3  
Section 1012.5  
Section 1505  
Stair rise and run  
Handrail extension  
Nonclassified roofing

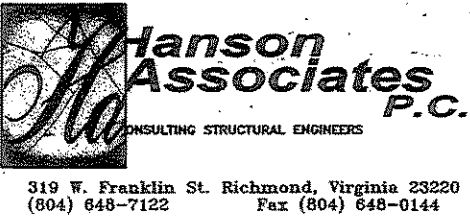
STRUCTURAL NOTES

Reference Code  
Design Loads  
Materials  
Timber  
VUSBC  
2006 International Building Code  
40 PSF Live Floor Load  
20 PSF Roof Load  
90 MPH Wind Velocity  
Concrete: 3000 PSI @ 28 days  
Reinforcing: Grade 60  
Wood Frame: White oak  
Soil Bearing: 1,500 PSI

Comply with ANSI/ AF&PA National  
Design Standards.  
Connections to meet the requirements of  
TFEC 1-07 (Timber Frame Engineering  
Council)

A Reconstruction of  
Rocke Hall  
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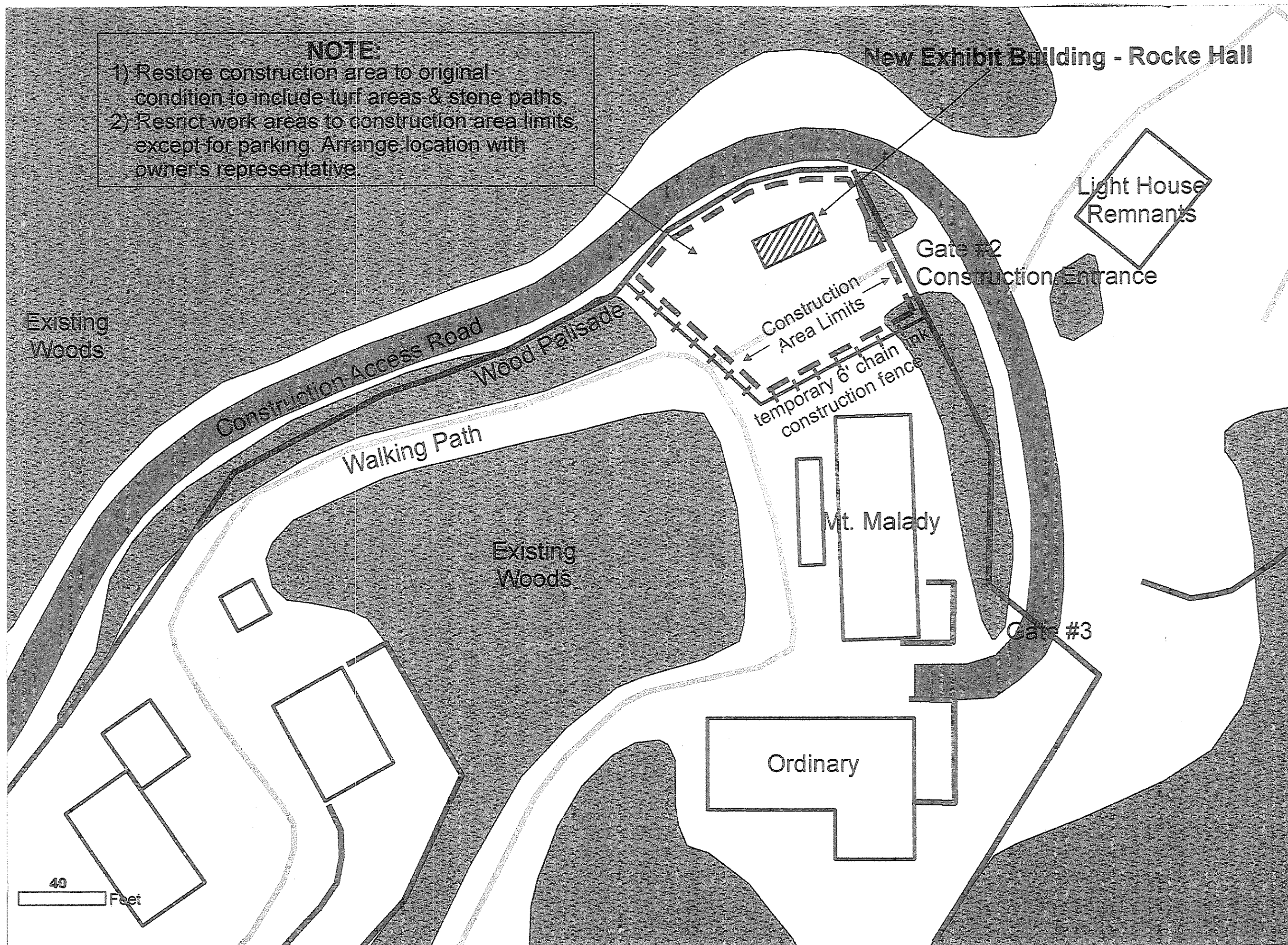


Specifications

date  
November 15, 2009

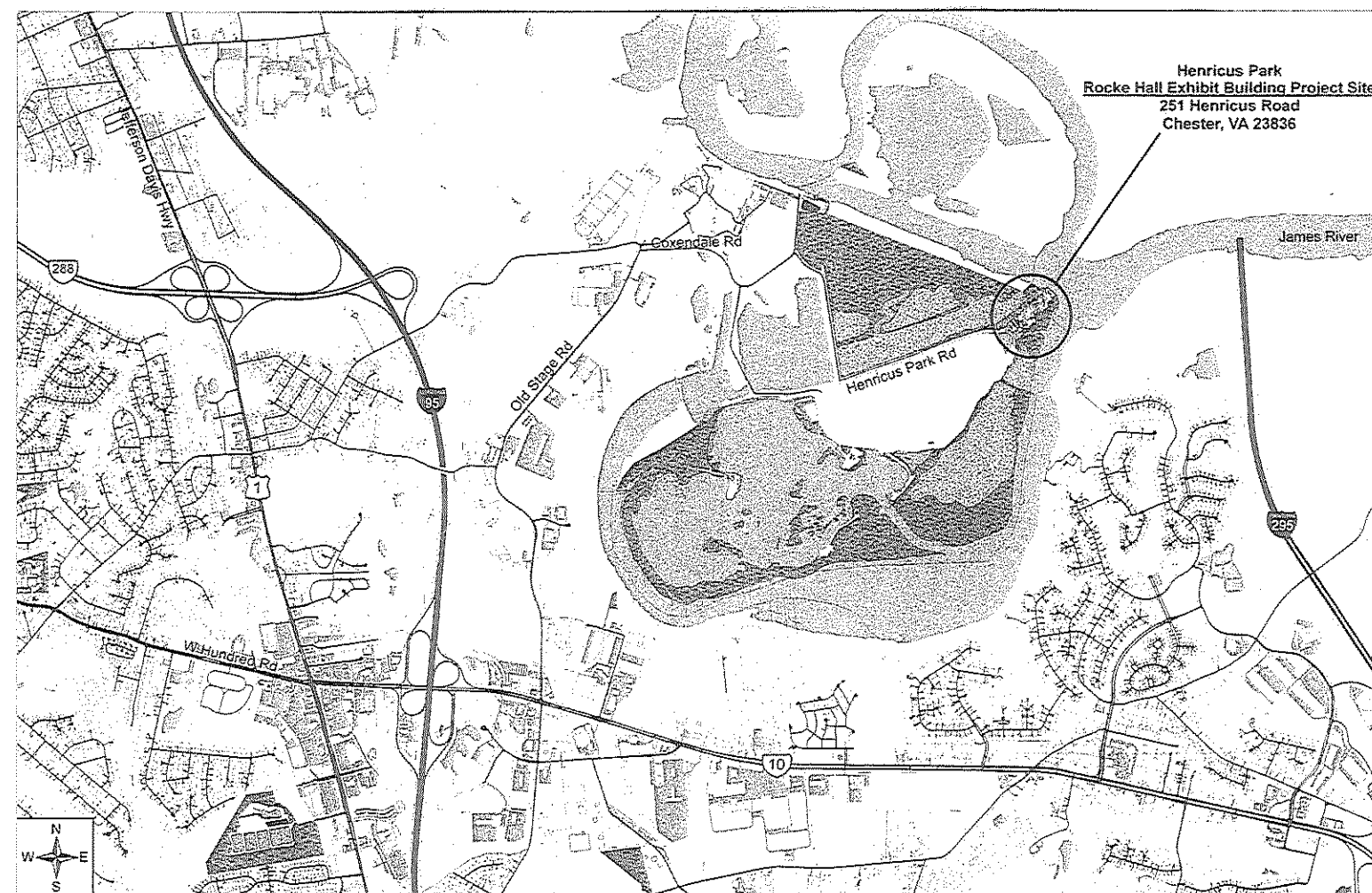
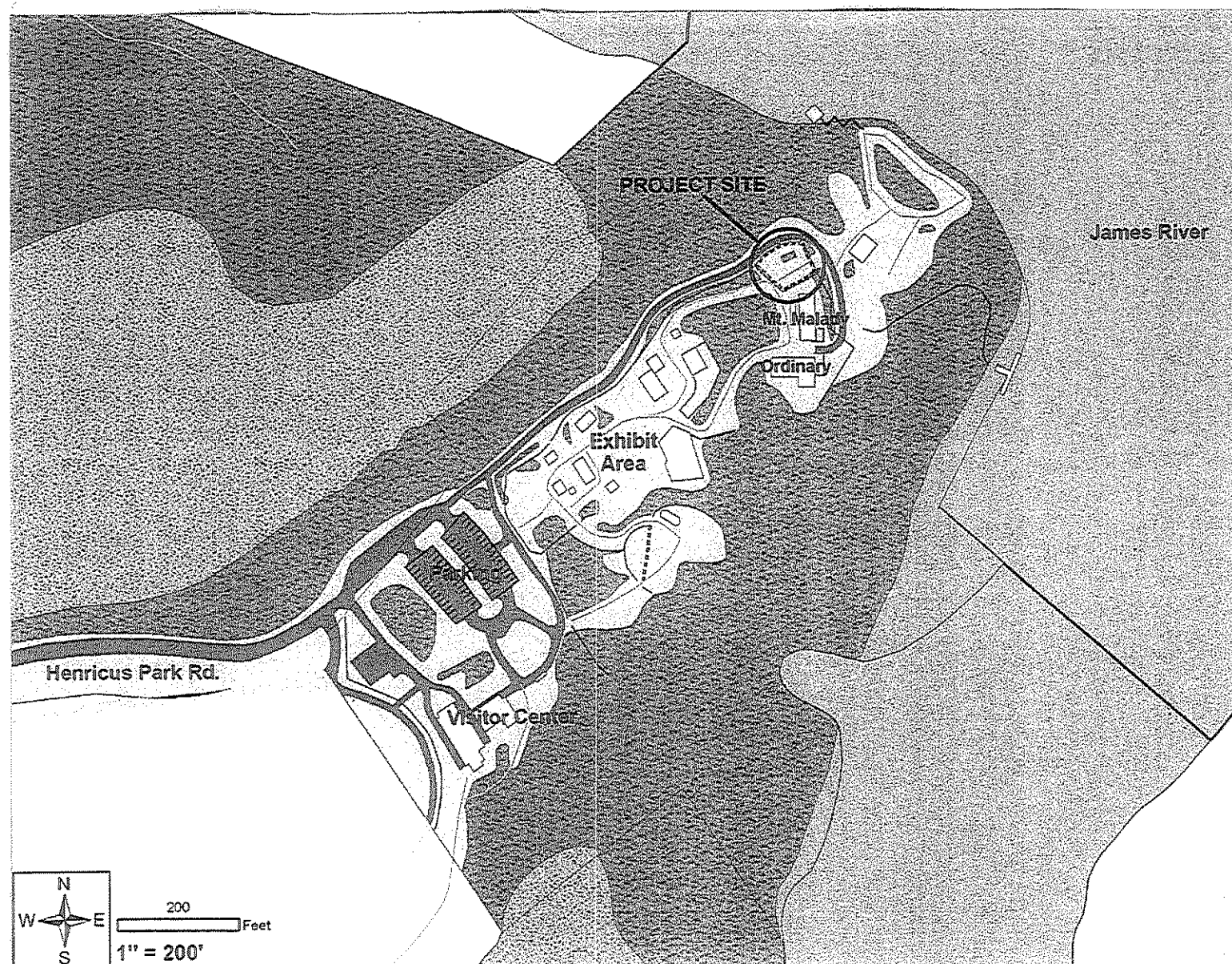
drawing number

CS-1.1



Site Plan

Park Plan nts



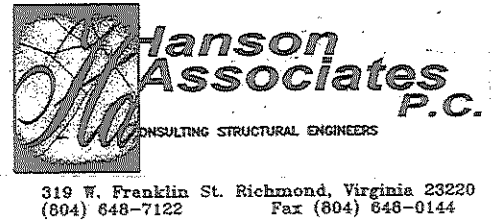
Vicinity Plan nts

#### GENERAL NOTES

1. The Contractor shall restrict building operations to the construction work area.
2. The Contractor shall avoid driving heavy vehicles and equipment across the drip lines of existing trees. Care should be taken to maintain and restore the existing character of the park's environment. Trees adjacent to construction areas should be protected by fencing or wrapping.
3. The Contractor shall not store materials under existing trees.
4. The Contractor shall locate all public utilities within the work area. Call "Miss Utility" at 1-800-552-7001. The Owner shall locate all private utilities.
5. The Contractor shall protect existing utilities.
6. There is no utility work as part of this contract.
7. The Contractor shall keep the existing roads free of soil buildup.
8. The Contractor shall keep the access road free at times for use by the Owner, Emergency, Fire, EMS and Police.
9. The contractor shall install and maintain a 6' temporary chain link construction barrier fence around the work area.
10. The Contractor shall limit access to the work area from the access road and Gate 2. If additional area is needed for laydown and vehicle parking, location and duration of storage shall be approved by the Owner.
11. All excavated soils shall be disposed of off site in a legal manner.
12. The Park will be in continuous operation during construction. The Contractor shall take all necessary actions to control construction activity to insure the safety of park visitors and staff.
13. The Contractor shall provide a general safety plan for Owner review and approval prior to beginning construction.
14. The Contractor shall strip and stockpile topsoil in an Owner approved location. Stabilize and install appropriate sediment control.

## A Reconstruction of Roche Hall

Henricus Historical Park  
Chesterfield County,  
Virginia

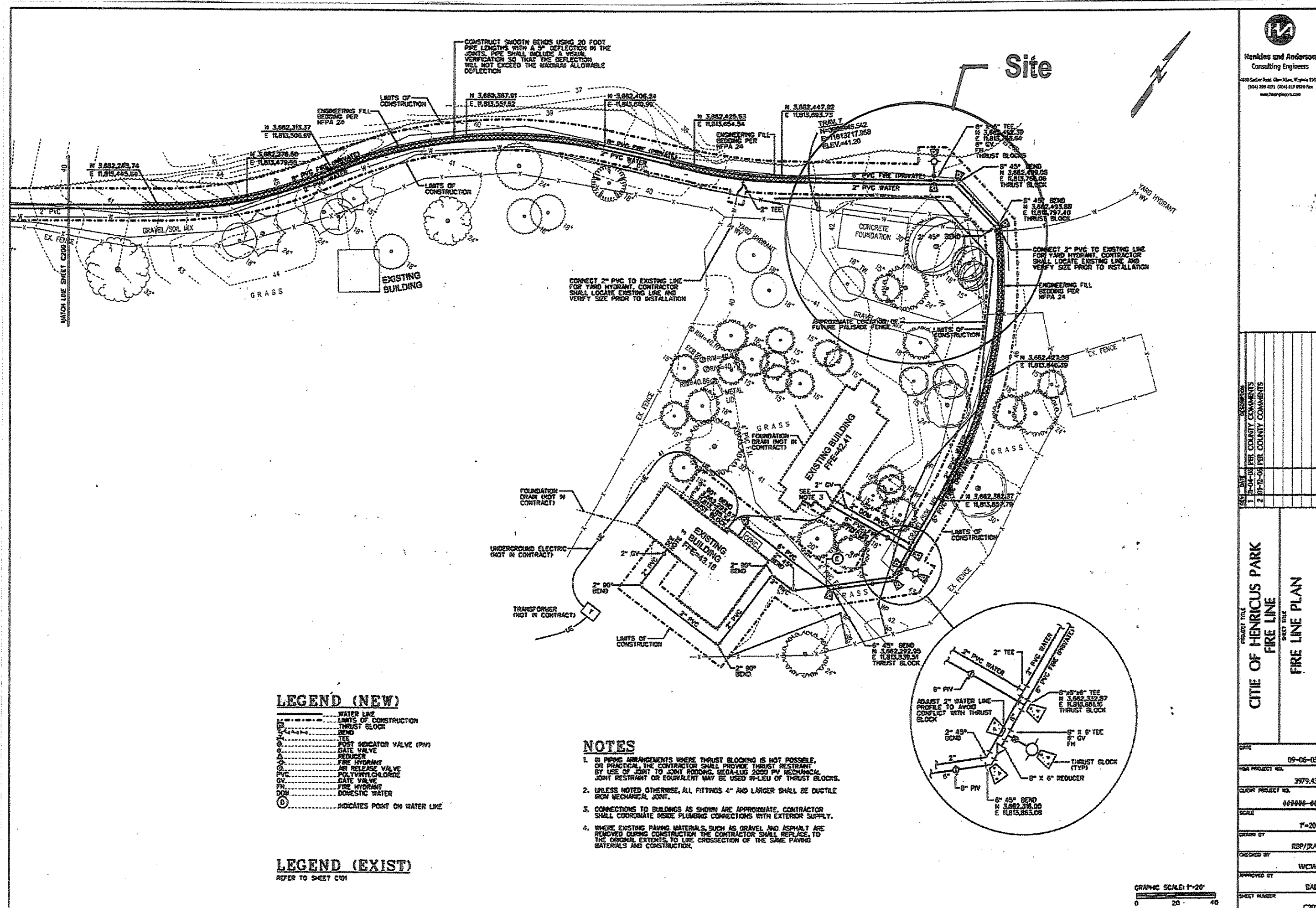


## Site Plan

date  
November 15, 2009

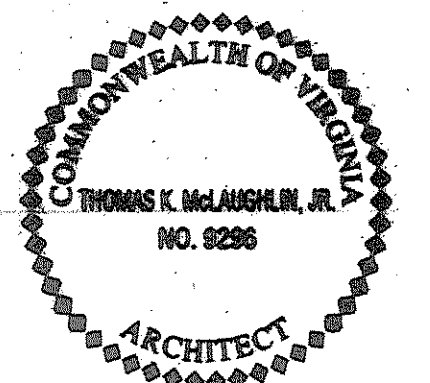
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**A-1.1**



A Reconstruction of  
**Rocke Hall at Coxendale**  
 Henricus Historical Park  
 Chesterfield County,  
 Virginia

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**Site Utilities  
 (Existing)**

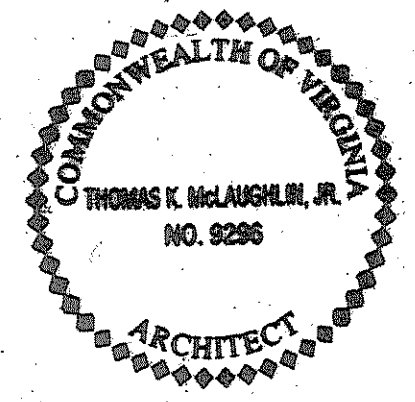
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drawing number

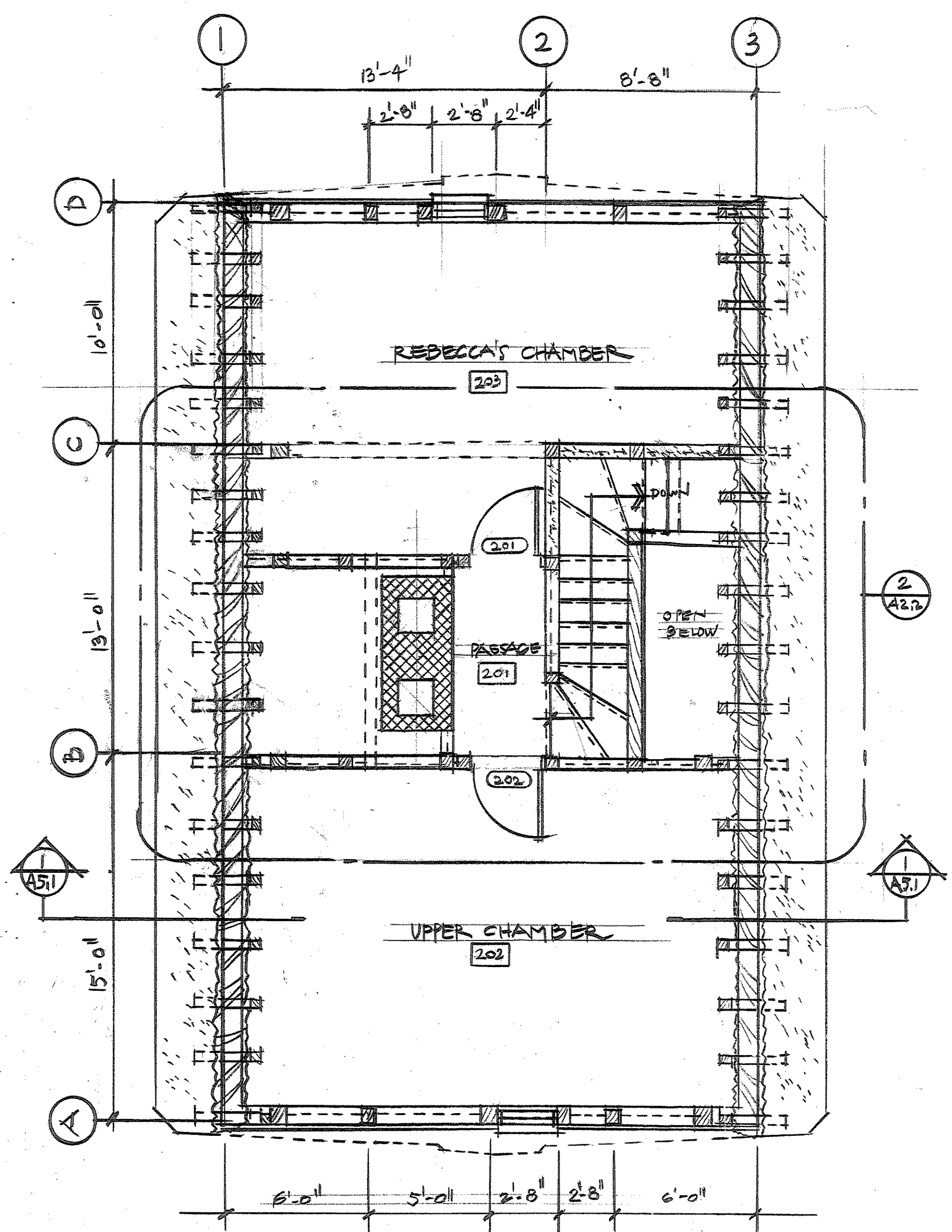
**A-1.2**

A Reconstruction of  
**Rocke Hall  
 at Coxendale**  
 Henricus Historical Park  
 Chesterfield County,  
 Virginia

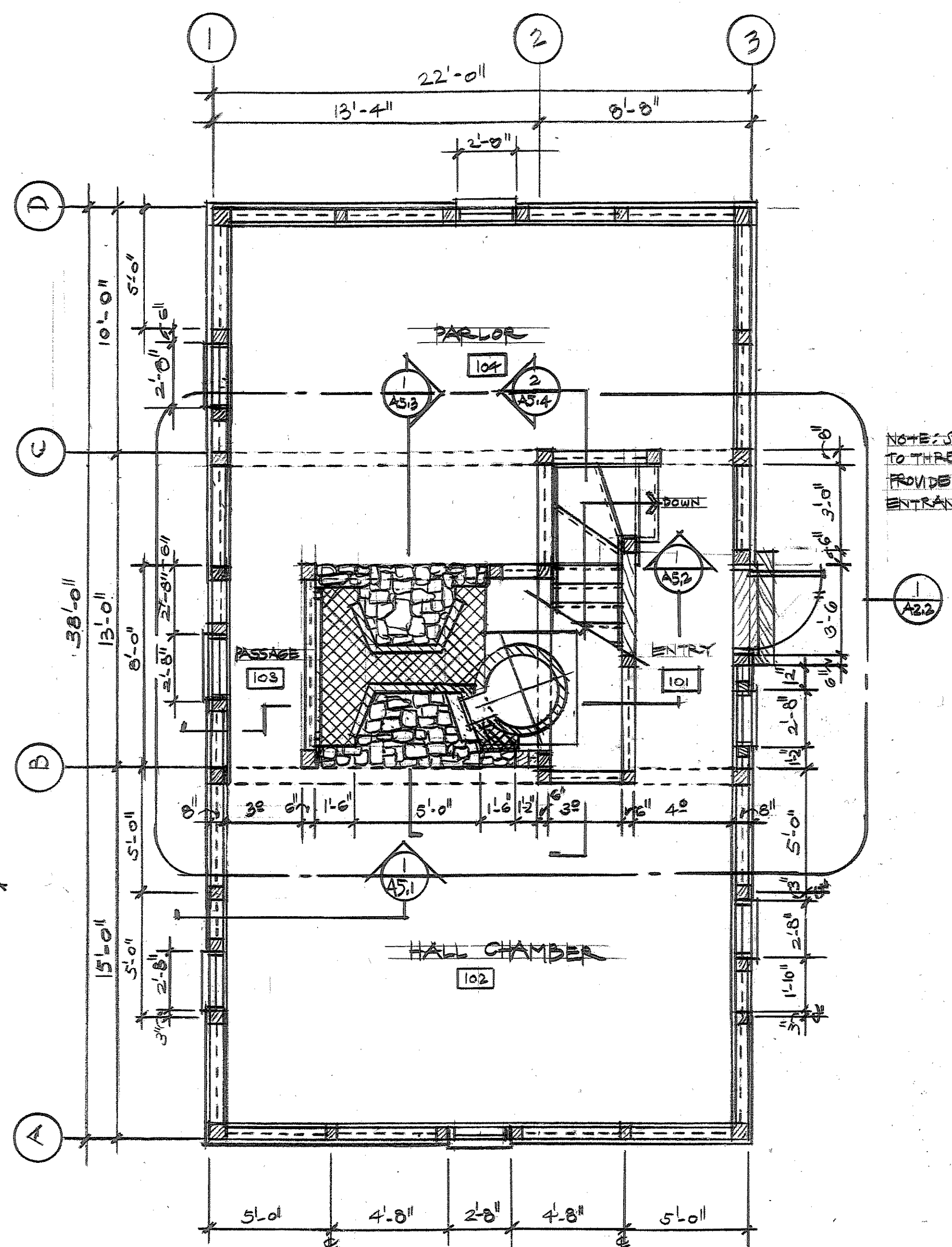
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NOTE: SLOPE GRADE  
 TO THRESHOLD TO  
 PROVIDE ACCESSIBLE  
 ENTRANCE.



**2 GARRET FLOOR PLAN**  
 A2.1 SCALE: 1/4" = 1'-0"



**1 1ST FLOOR PLAN**  
 A2.1 SCALE: 1/4" = 1'-0"

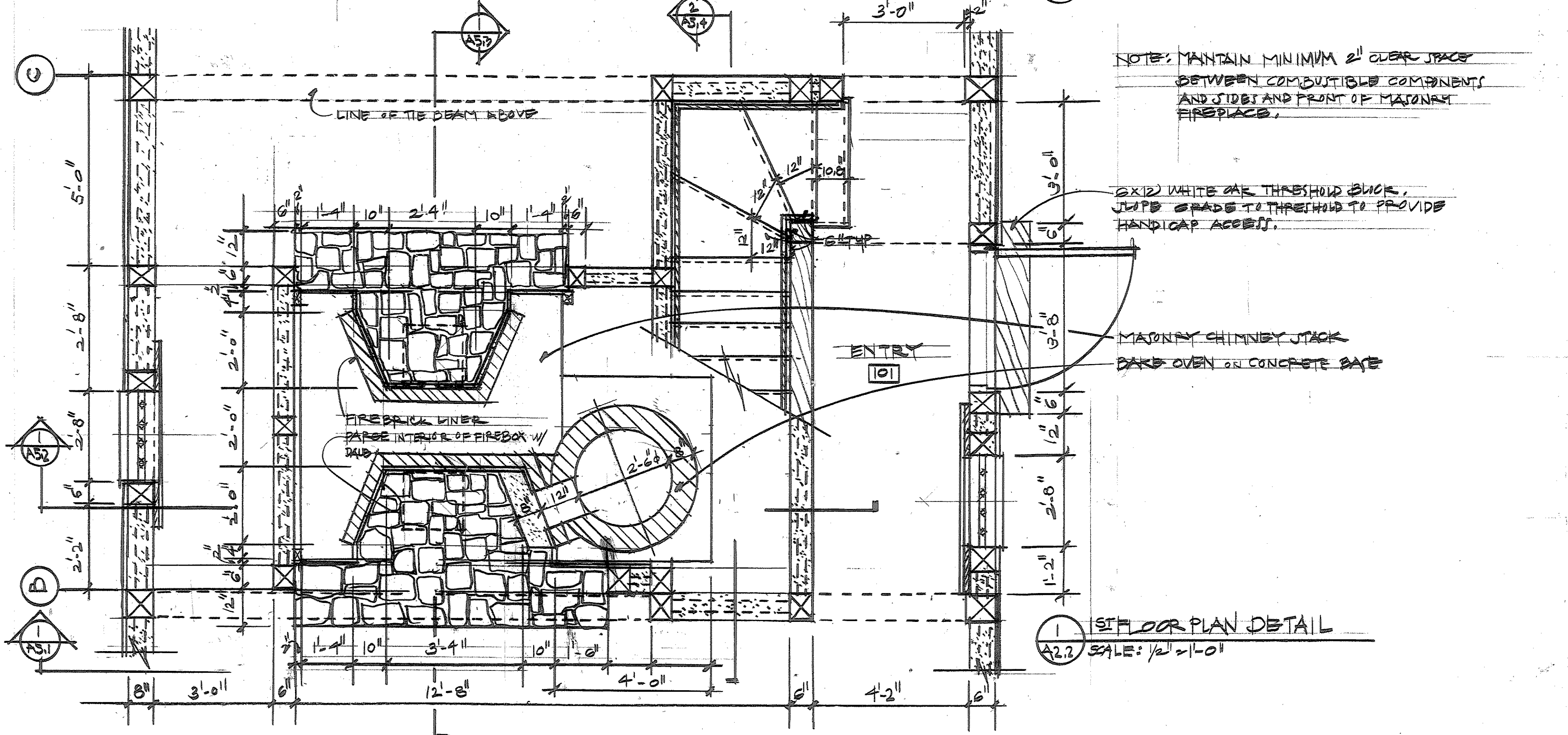
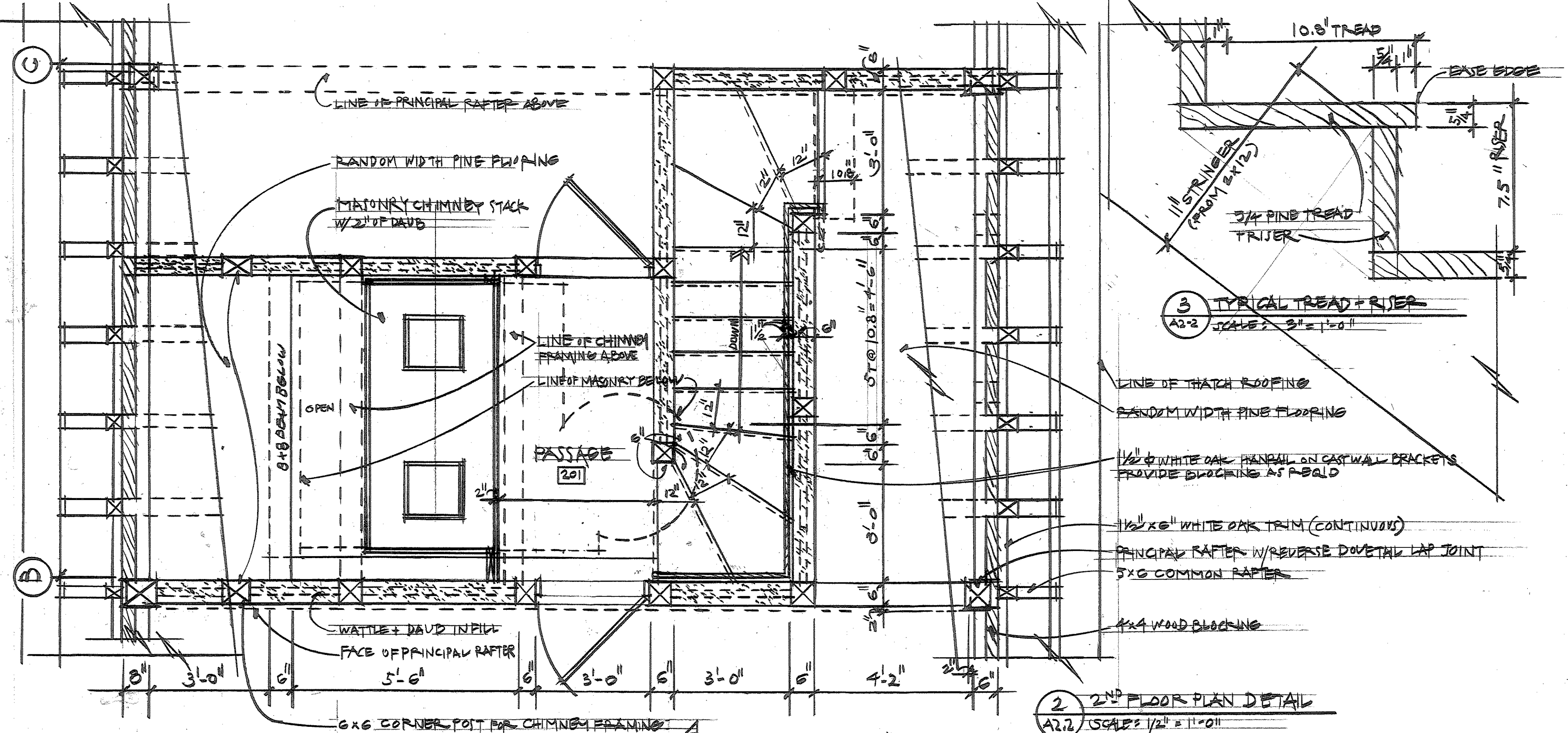
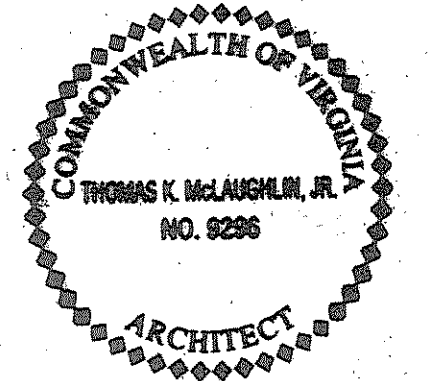
**Plans**

date  
 September 15, 2009  
 November 15, 2009

drawing number  
**A-2.1**

A Reconstruction of  
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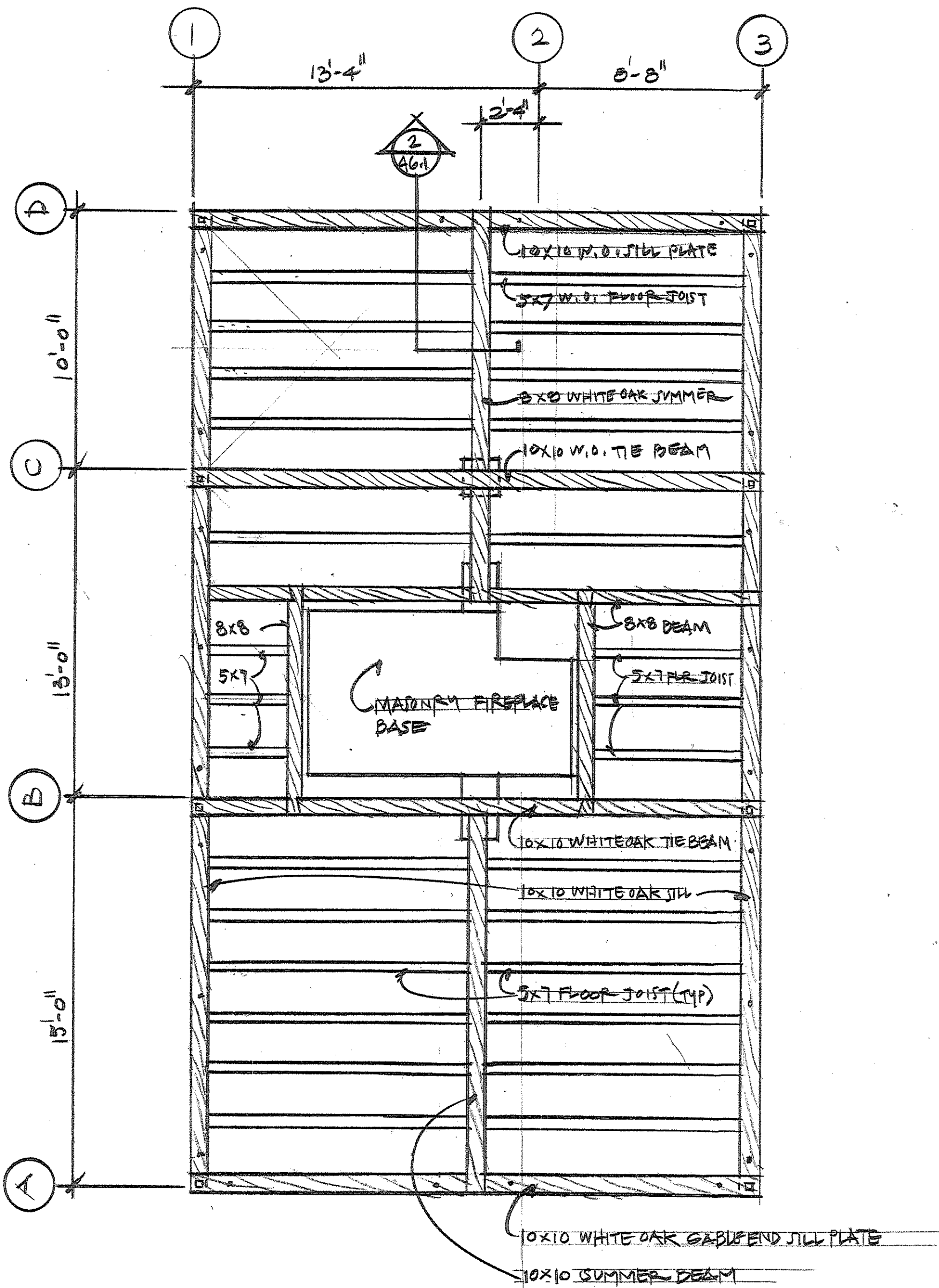
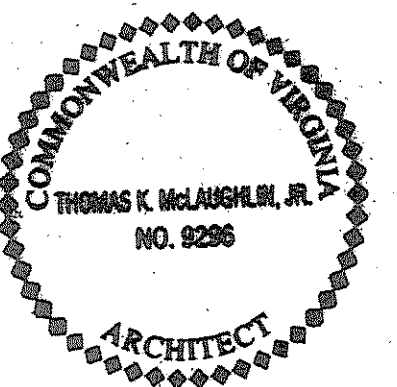
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 September 15, 2009  
 November 15, 2009

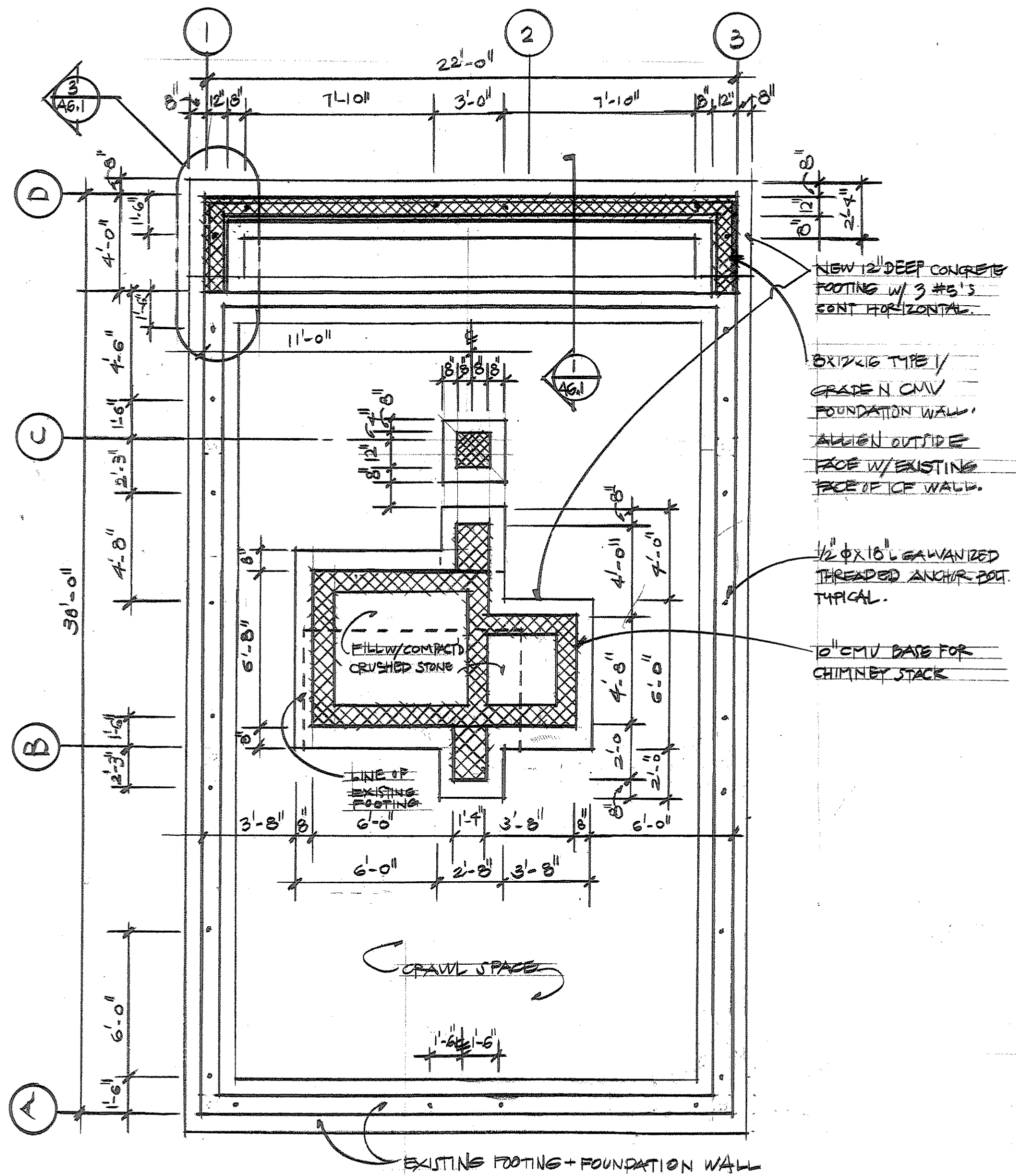
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**A-2.2**

A Reconstruction of  
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2 1ST FLOOR FRAMING PLAN  
 A3.1 SCALE: 1/4" = 1'-0"



1 FOUNDATION PLAN  
 A3.1 SCALE: 1/4" = 1'-0"

**Foundation and Framing Plans**

date  
 September 15, 2009  
 November 15, 2009

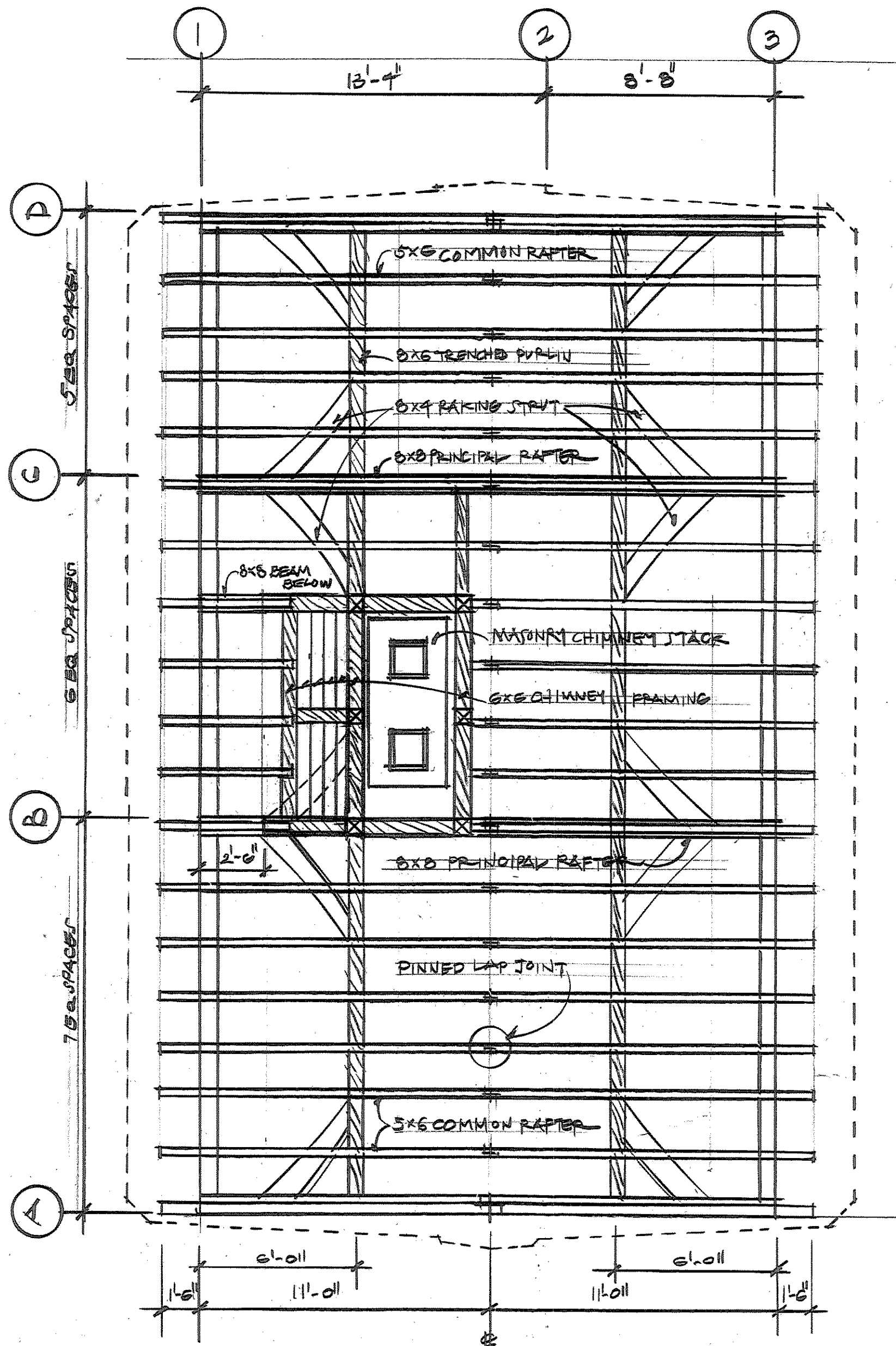
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**A-3.1**

A Reconstruction of

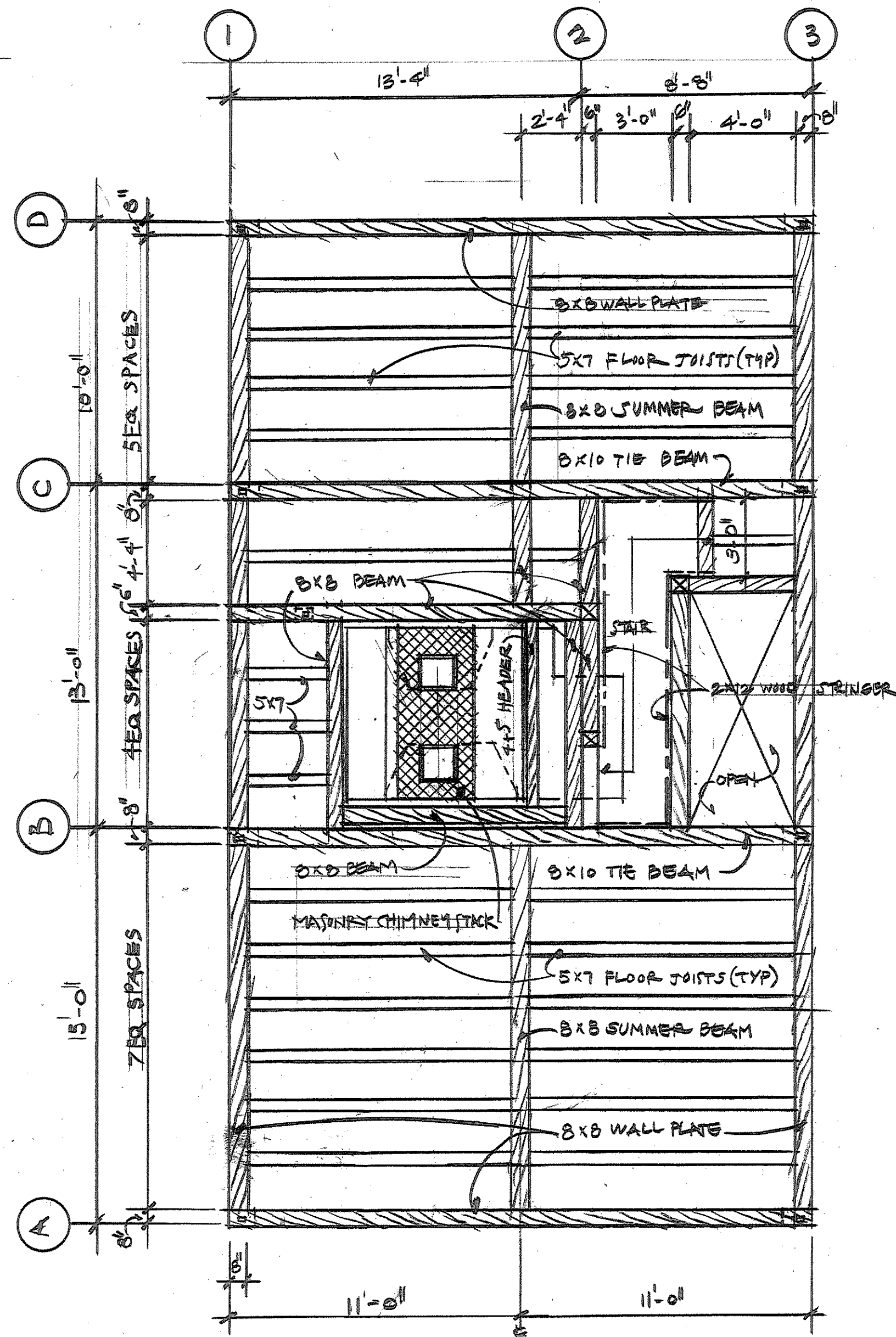
# Rocke Hall at Coxendale

Henricus Historical Park  
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**2 ROOF FRAMING PLAN**  
A3.2 SCALE: 1/4" = 1'-0"



**1 2ND FLOOR FRAMING PLAN**  
A3.2 SCALE: 1/4" = 1'-0"

## Framing Plans

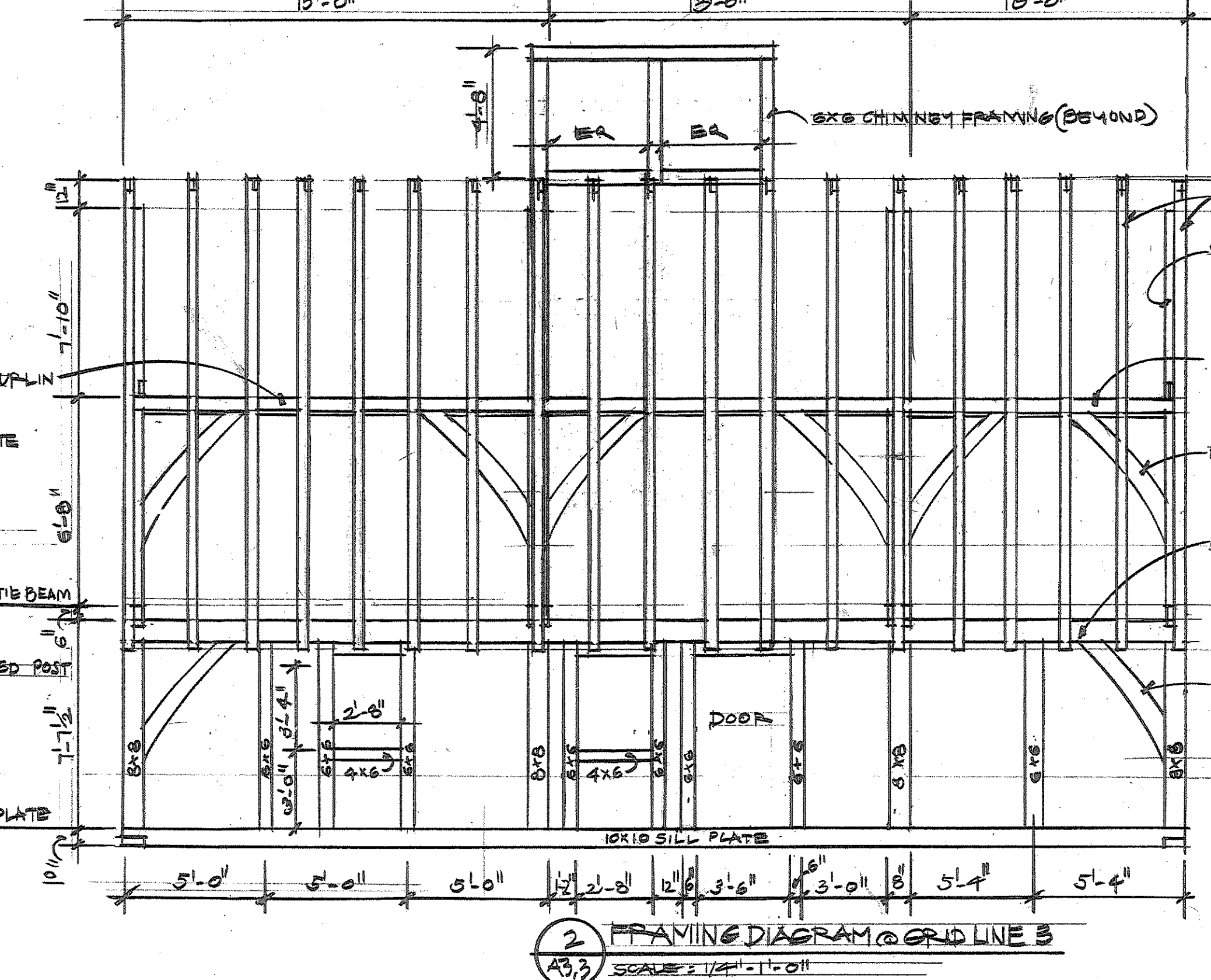
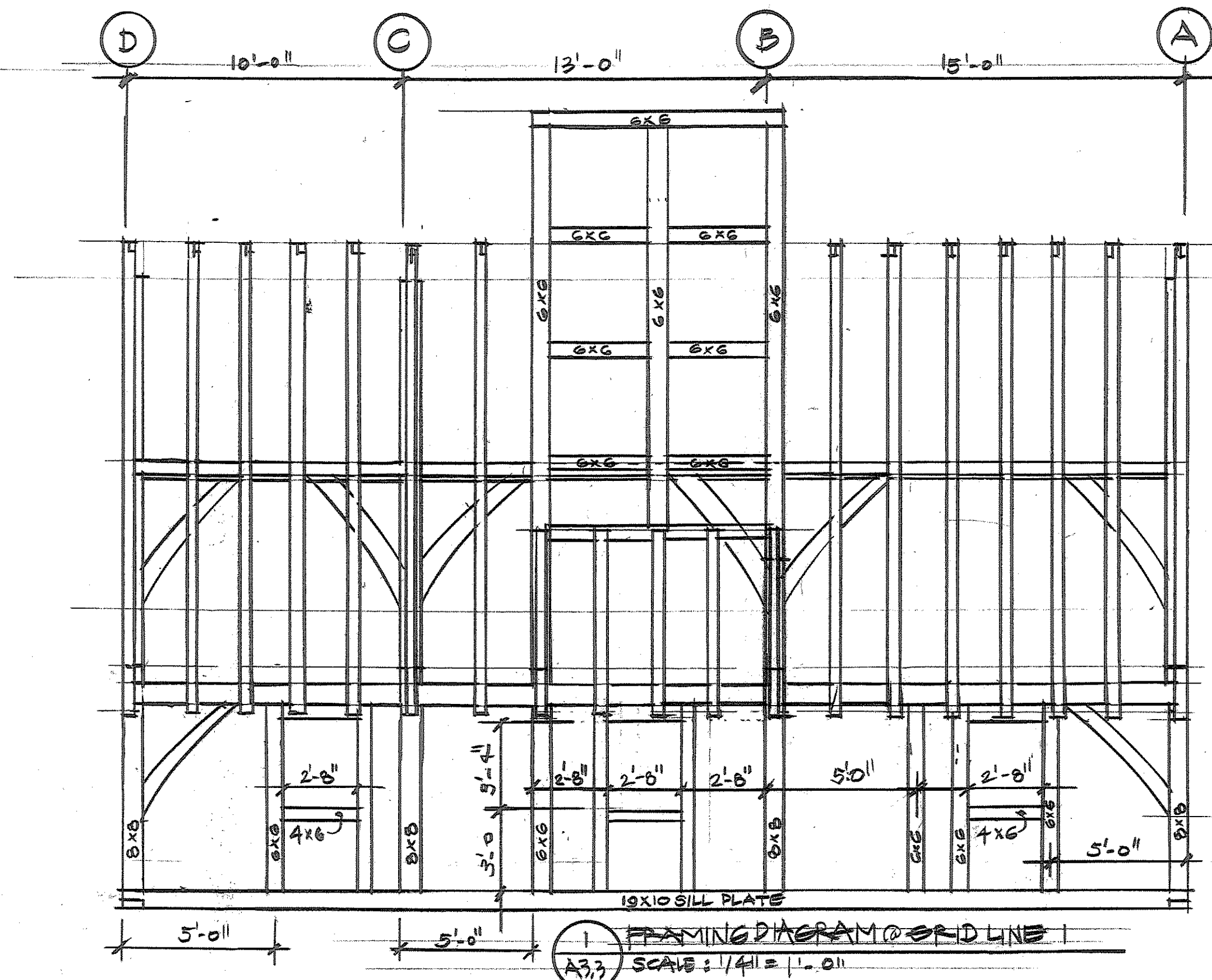
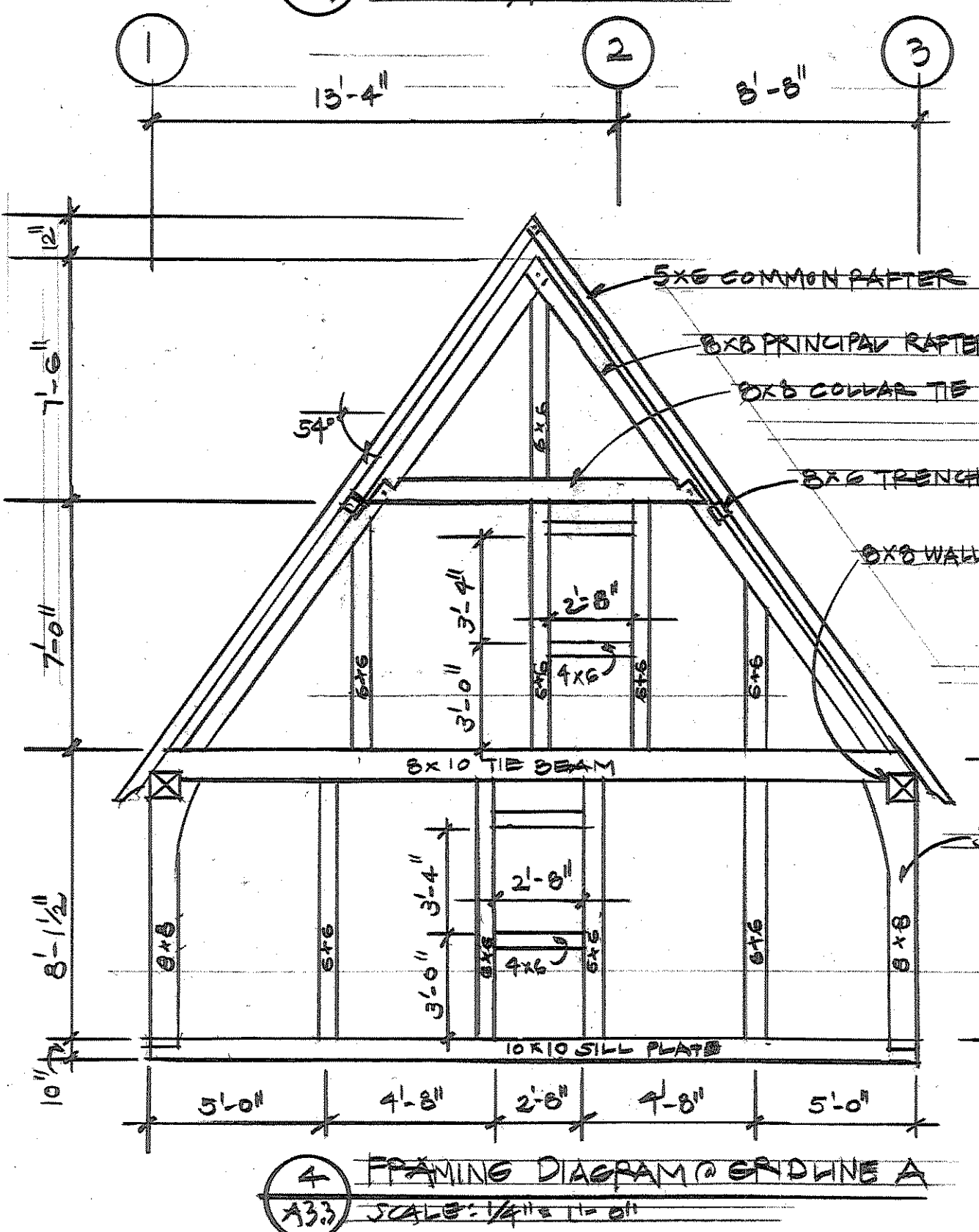
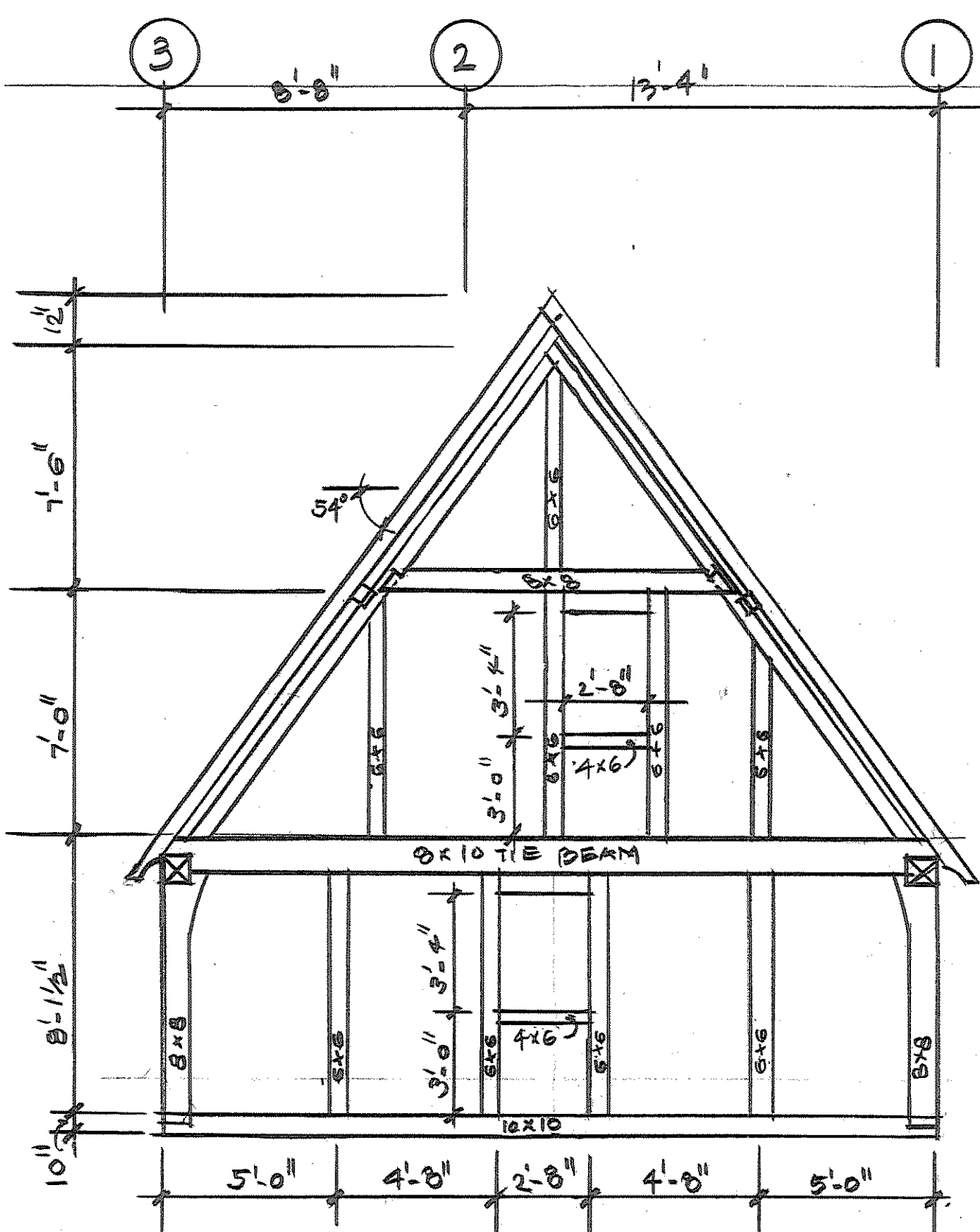
date  
September 15, 2009  
November 15, 2009

drawing number

**A-3.2**

A Reconstruction of  
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**Framing Diagrams**

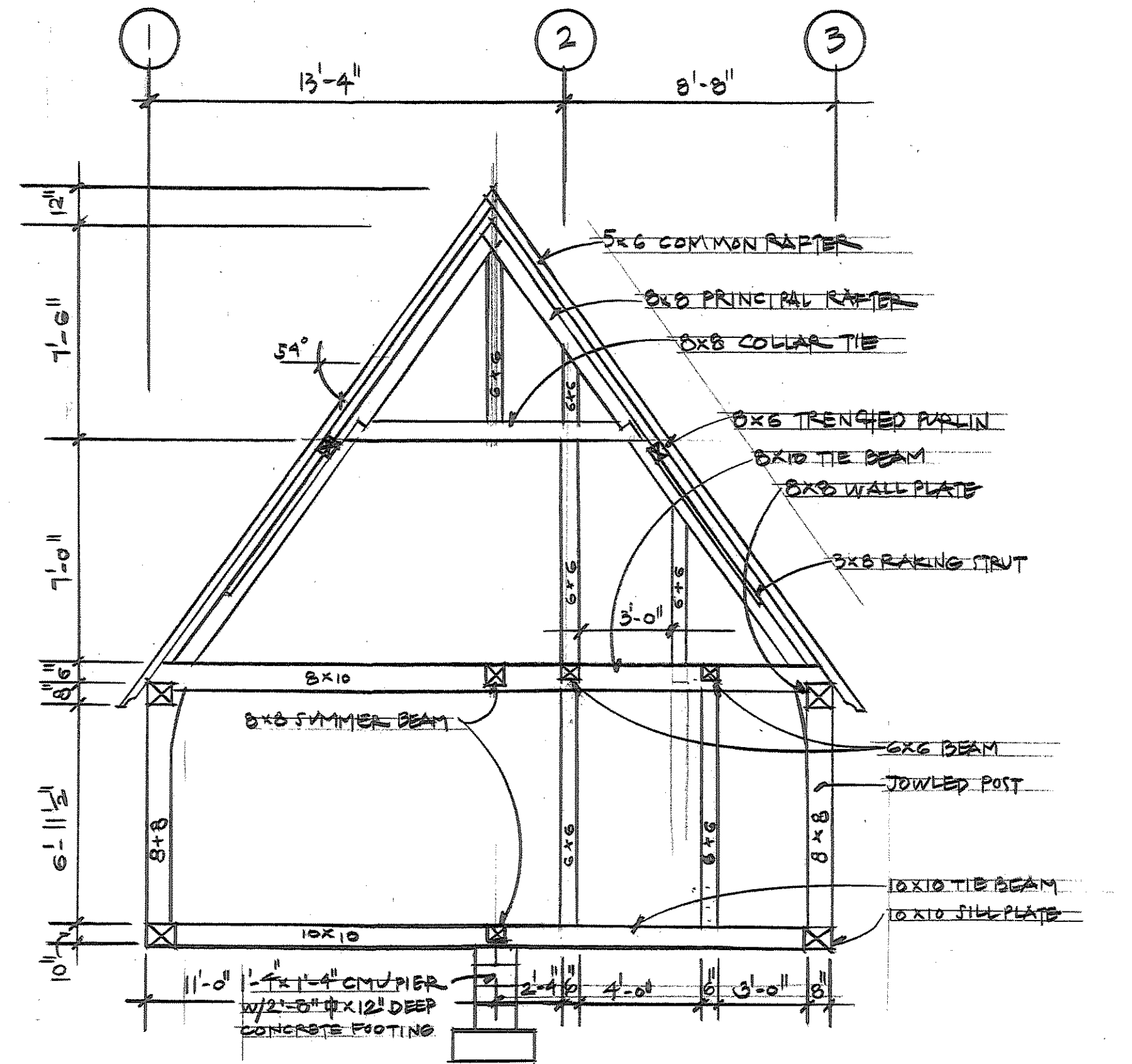
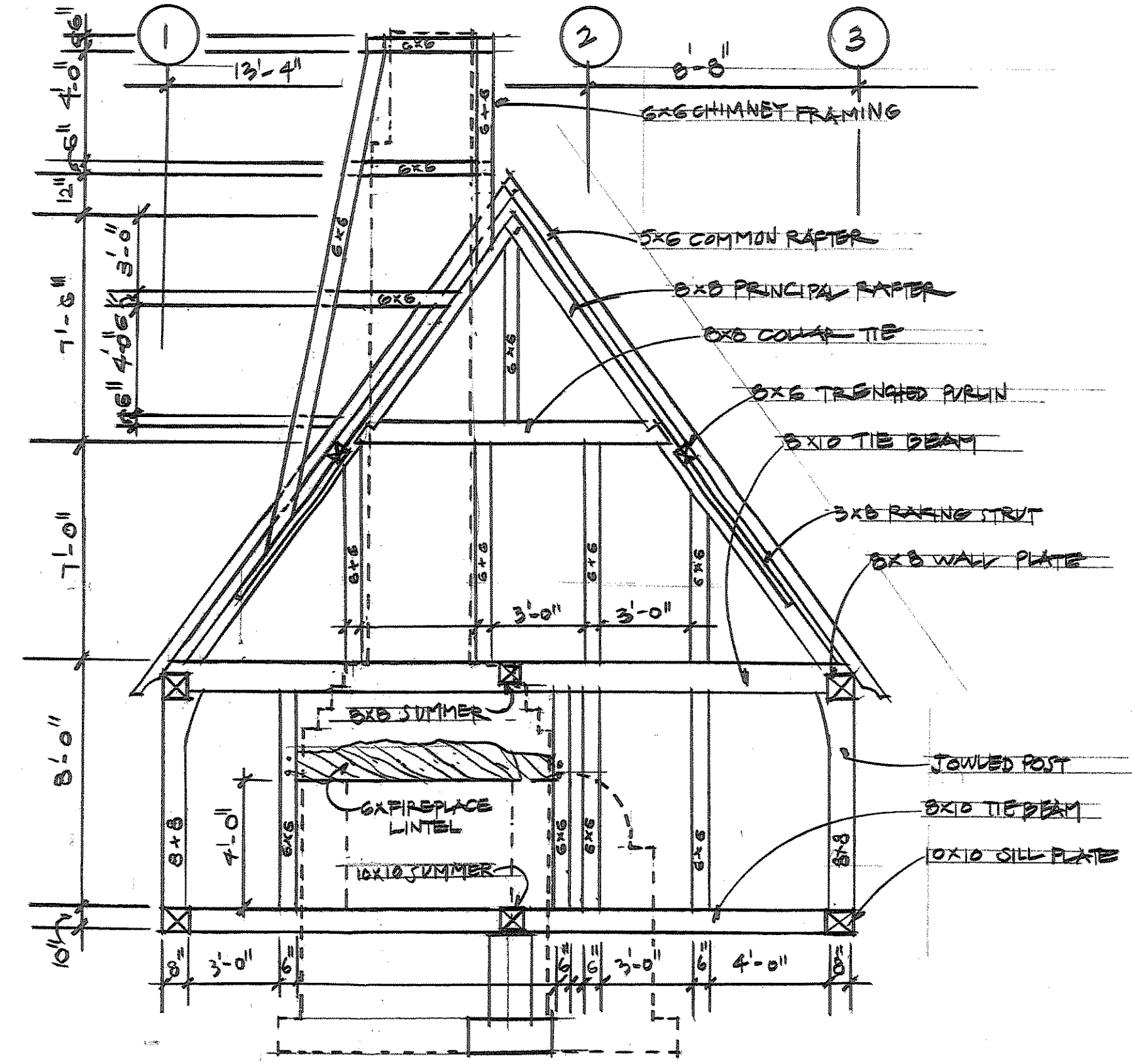
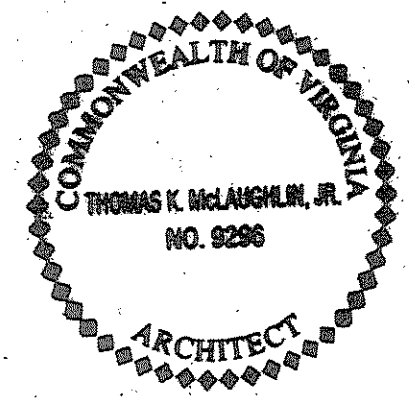
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 September 15, 2009  
 November 15, 2009

drawing number  
**A-3.3**

# A Reconstruction of Rocke Hall at Coxendale

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Chesterfield County,  
Virginia

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## Framing Diagrams

date  
September 15, 2009  
November 15, 2009

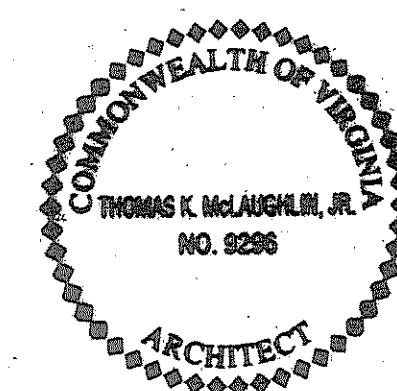
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**A-3.4**

Henricus Historical Park  
Chesterfield County,  
Virginia

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date  
September 15, 2009  
November 15, 2009

drawing number

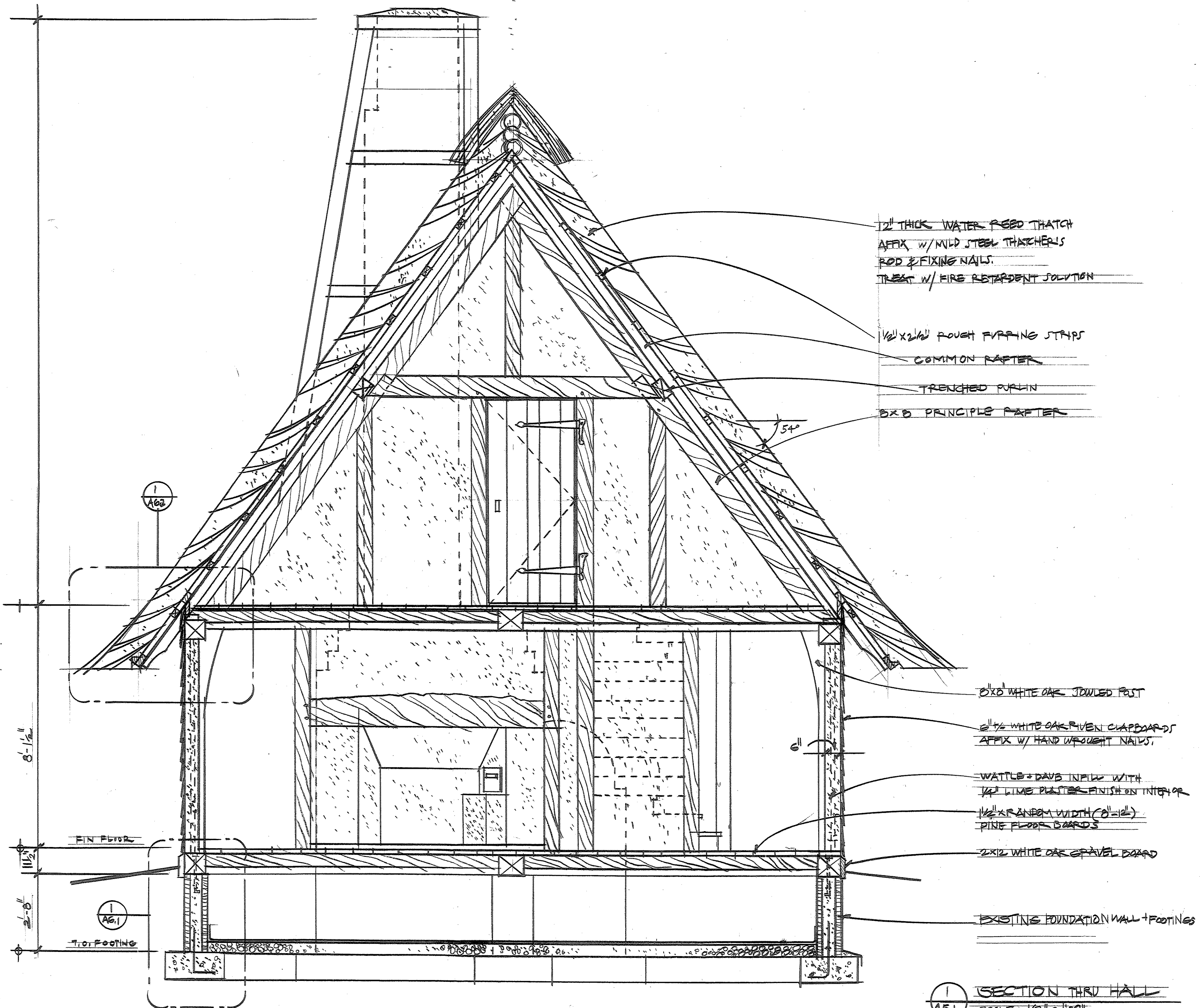
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A Reconstruction of  
**Rocke Hall**  
 at Coxendale

Henricus Historical Park  
 Chesterfield County,  
 Virginia



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**Section**

date  
 September 15, 2009  
 November 15, 2009

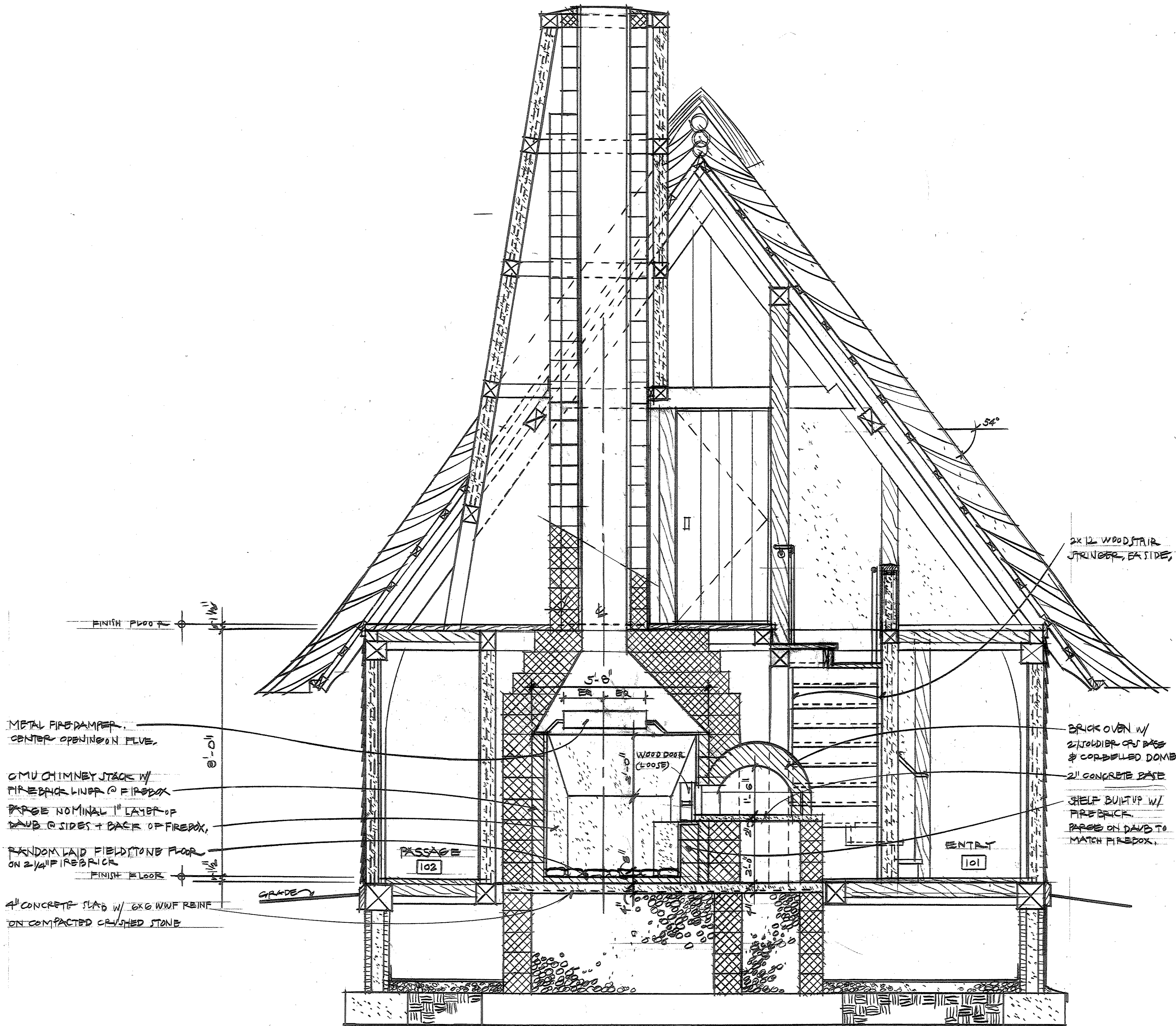
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**A-5.1**

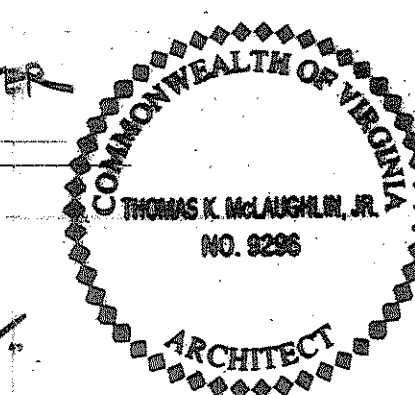
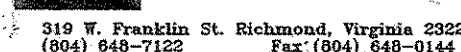
A Reconstruction of  
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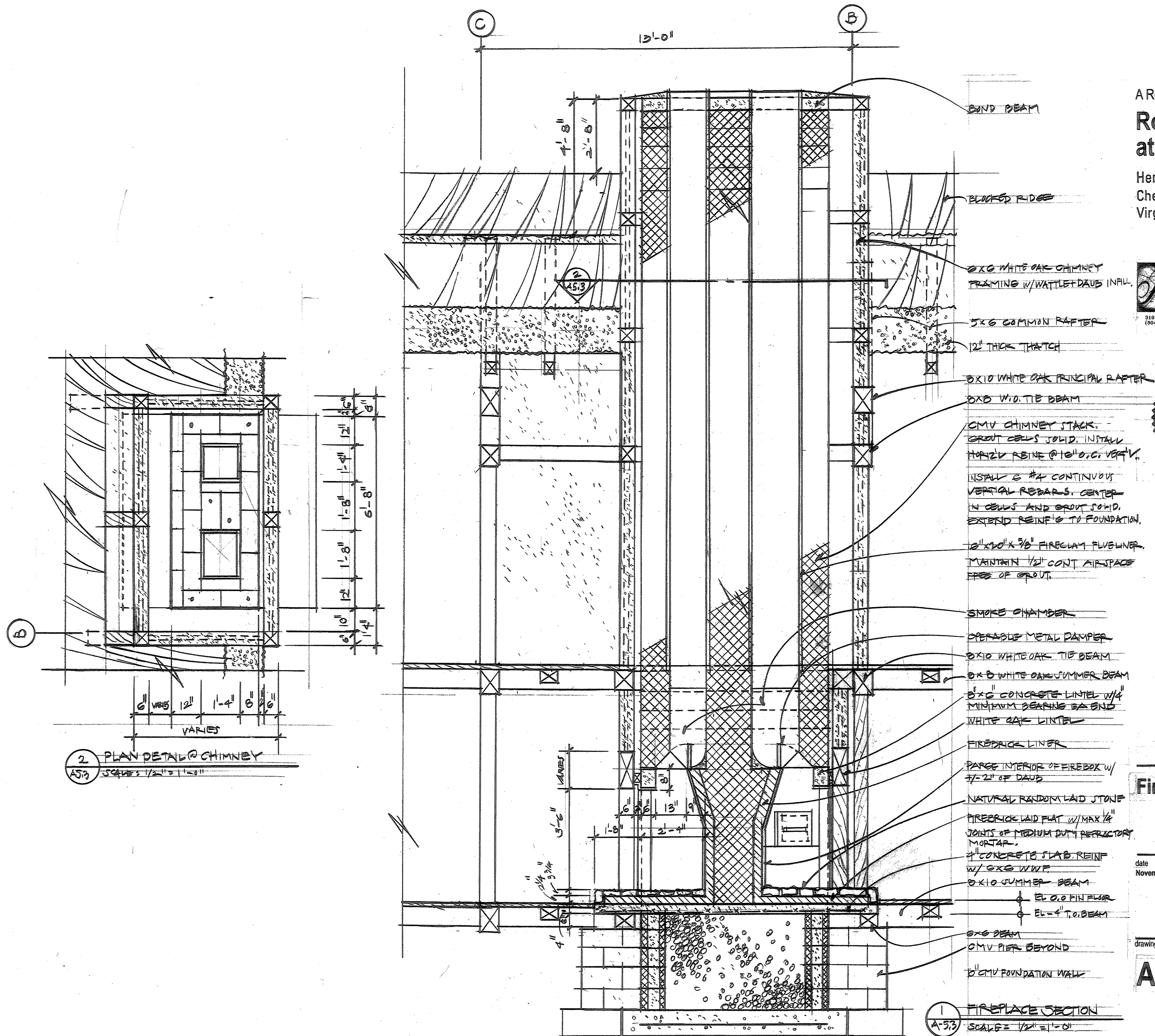
Henricus Historical Park  
Chesterfield County,  
Virginia



date  
November 15, 2009

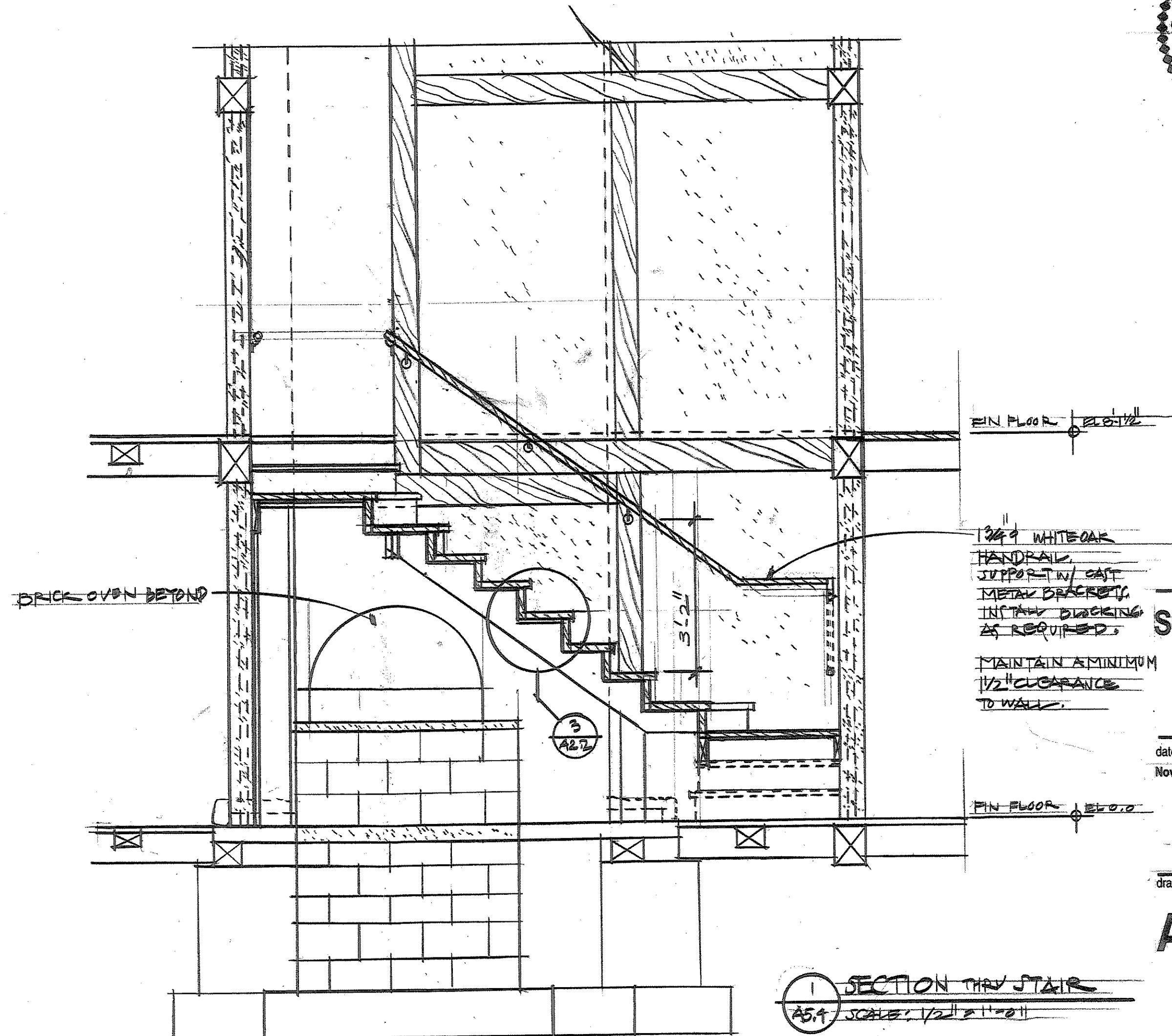
drawing number

**A-5.3**



A Reconstruction of  
**Rocke Hall  
at Coxendale**  
Henricus Historical Park  
Chesterfield County,  
Virginia

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**Stair Section**

date  
November 15, 2009

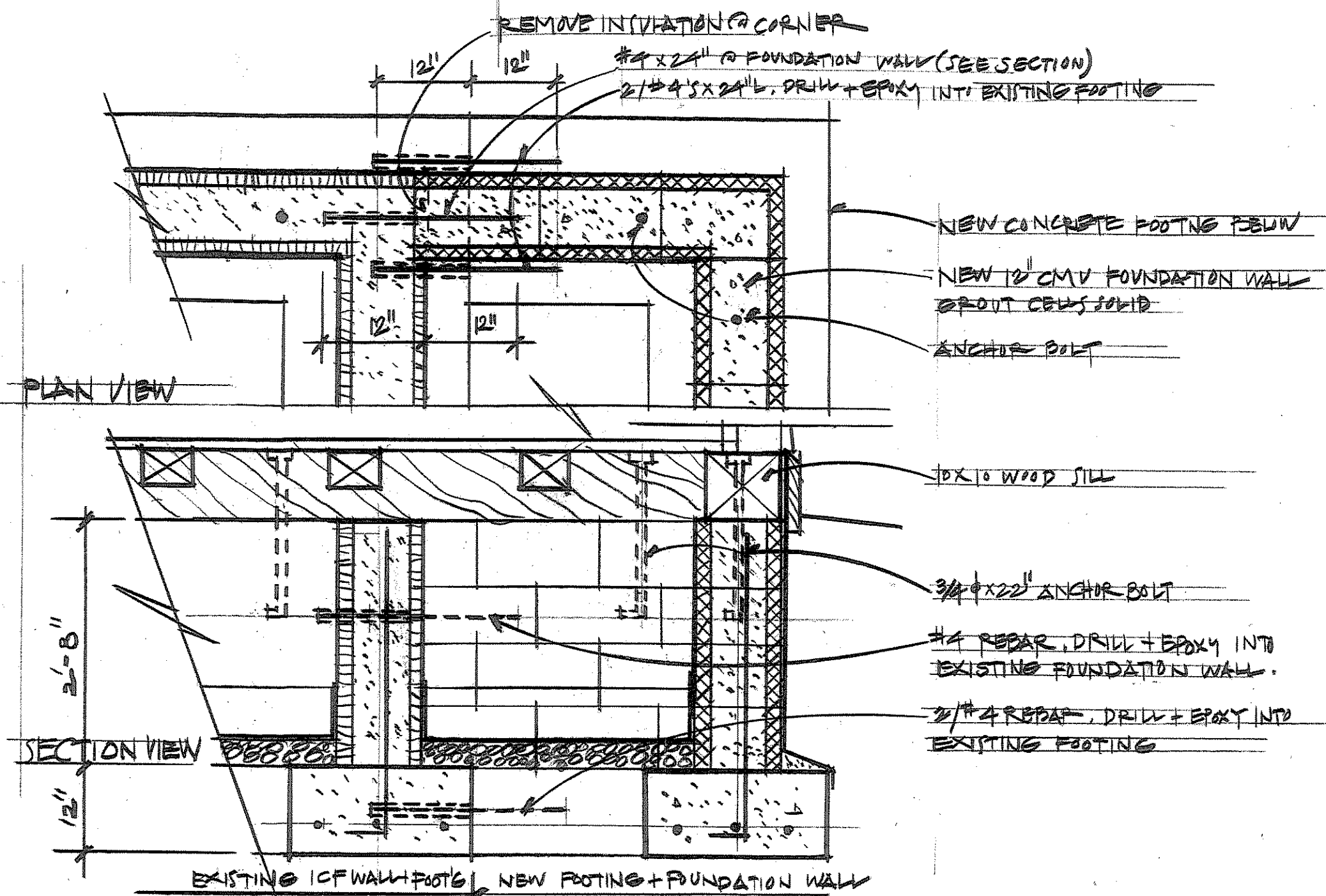
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**A-5.4**

# A Reconstruction of Rocke Hall at Coxendale

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**3 CONNECTION DETAIL / NEW FOOTING TO EXISTING**  
AG.1 SCALE: 3/4" = 1'-0"

8x8 WHITE OAK SUMMER BEAM  
W/BLIND MORTISE &  
TENON AND HOUSED  
SHOULDERS.  
SECURE W/ 2" #4 SIDED  
TAPERED WHITE OAK PINS.

8" RIVEN WHITE OAK CLAPBOARD  
SIDING, MAINTAIN APPROX 4"  
EXPOSURE

DOUBLE LAYER STARTER CRS.

2x12" WHITE OAK GRAVEL BOARD

FINISHED FLOOR

2x10 WHITE OAK GABLE  
SILL PLATE, SHIM AS REQ'D.  
GRADE, SLOPE AWAY FROM  
BDS PERIMETER

3/4" x 22" ANCHOR BOLT  
COUNTERLINE HEADS.  
SEE FOUNDATION PLAN FOR  
LOCATIONS.

12" CMV, FILL CELLS W/ CONCRETE

#4'S @ 32" O.C. HORIZ'L

WATER PROOF MEMBRANE (ADHERED)  
PROVIDE WASH @ BASE OF WALL

#5'S CONT HORIZONTAL

**1 SECTION @ NEW FOUNDATION WALL**  
AG.1 SCALE: 1/2" = 1'-0"

**2 SECTION THRU SUMMER BEAM**  
AG.1 SCALE: 1/2" = 1'-0"

## Foundation Details

date  
September 15, 2009  
November 15, 2009

drawing number

**A-6.1**