

PROJECT MANUAL

VOLUME I OF II

RENOVATIONS & ADDITION TO

ROCKBRIDGE INNOVATION CENTER

143 GREENHOUSE RD | LEXINGTON VA 24450

ROCKBRIDGE COUNTY PUBLIC SCHOOLS

VA DOE#

081-02-01-101

SPECTRUM PROJECT NUMBER:

21148

PROJECT PHASE:

CONSTRUCTION DOCUMENTS

DATE:

06.01.2023



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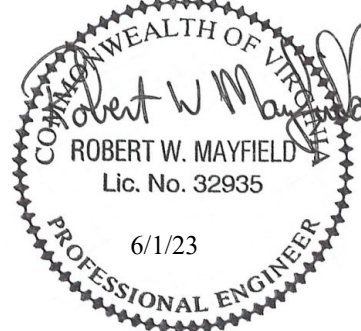
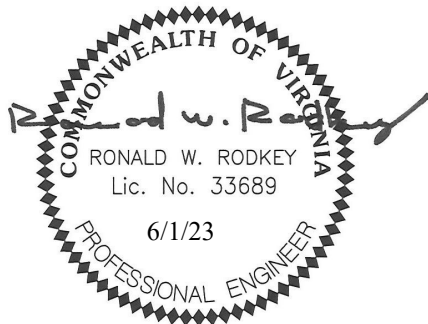
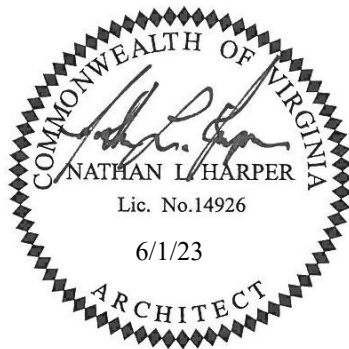
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DOCUMENT 001050
INVITATION FOR BID

The School Board of Rockbridge County, Virginia will bid the Renovations and Additions to Rockbridge Innovation Center DOE#081-02-01-101.

DESCRIPTION OF WORK: Renovations and additions to existing CTE Facility, including related engineering and sitework upgrades; total building area of the school is approximately 36,300 square feet renovation and 11,000 square feet addition.

Bids shall be prepared on a lump sum basis. Bids shall be received until but no later than 2:00 PM local time prevailing, Thursday, June 29, 2023 at the Rockbridge County School Board Office, 2893 Collierstown Road, Lexington, Virginia 24450 and then publicly opened and read immediately thereafter. Bids shall not be received after this date and time.

BONDS: Each General Contractor must submit, with the Bid Documents, a bid bond in the amount of five (5) percent of the bid from a bonding company licensed in the Commonwealth of Virginia as described in the Instructions of Bidders. The successful General Contractor will be required to furnish and pay for performance and payment bonds from a bonding company licensed in the Commonwealth of Virginia as described in the Instructions to Bidders.

The attention of each Bidder is directed to Title 54.1 of Chapter 11, Code of Virginia, pertaining to registration.

All Bids shall remain valid for a period of forty-five (45) days after the scheduled bid due date. Withdrawal of bids due to error shall be in accordance with Section II-54(ii), Code of Virginia.

A Pre-bid Conference will be held at Rockbridge County High School Auditorium, 143 Greenhouse Road, Lexington VA 24450 on Wednesday, June 14, 2023 at 10:00 AM. Attendance shall be optional for those submitting a bid.

The Owner reserves the right to reject any or all Bids, to waive informalities or irregularities in the bids received, to accept the Bid deemed to be in the best interest of the Owner, and to negotiate with the apparent low bidder should the lowest responsive and responsible bid exceed the funds available for the project.

The Invitation for Bids for the above project may be accessed at Rockbridge County Public Schools <https://www.rockbridge.k12.va.us> and may be purchased at TRASCO, 128 West Kirk Avenue, Roanoke, Virginia, (540) 345-1533, <http://www.trascoplanroom.com>. No partial sets will be issued. Bidder is responsible for purchase. Copies of the Invitation for Bid documents, including the Plans, Specifications & Addendum, will also be available for inspection at McGraw Hill Dodge (Richmond), Valley Construction News (Roanoke).

For additional information contact:

Mr. David Daniels, Director
Rockbridge County Public Schools
2893 Collierstown Road
Lexington, VA 24450
Phone: 540.463.7386
Fax: 540.463.7823
david_daniels@rockbridge.k12.va.us

Architect
Mr. Granville Grant, Project Manager
Spectrum Design, PC
Plaza Suite 1, 10 Church Ave., SE
Roanoke, VA 24011-2104
Phone: 540.342.6001
Cell: 540.537.4508
ggrant@spectrumpc.com

END OF INVITATION FOR BID

DOCUMENT 001200
INSTRUCTIONS TO BIDDERS – AIA

1.1 SUMMARY

- A. AIA Document A701 - Instructions to Bidders shall be used in submitting bids on this project.
- B. Related Documents:
 - 1. Document 007010 – General Conditions – AIA.
 - 2. Document 008110 – Supplementary General Conditions - AIA.

1.2 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 002010 for Supplementary Instructions to Bidders.

END OF SECTION

DOCUMENT 002010
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
 - 1. Instructions to Bidders.
 - 2. Examination.
 - 3. Prebid conference.
- B. Related Documents:
 - 1. Document 001050 - Invitation for Bid.
 - 2. Document 003000 - Information Available To Bidders.
 - 3. Document 004110 - Bid Form - Stipulated Price.
 - 4. Document 007010 - General Conditions.
 - 5. Document 008110 - Supplementary General Conditions.
 - 6. Section 012900 – Price and Payment Procedures.

1.2 INSTRUCTIONS TO BIDDERS

- A. These Instructions to Bidders amend or supplement AIA Document A701-1997 - Instructions to Bidders and other provisions of Bidding Documents and Contract Documents.

1.3 EXAMINATION

- A. Each bidder shall visit the project site of the proposed work and fully acquaint himself with local conditions relating to construction and labor, location, accessibility and general character of the site and building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of bids so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract.
- B. Data in the bidding documents pertaining to existing conditions is for convenience only and does not supplant obtaining first hand information at the site.
- C. Bidders shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, bulletin, addendum, or other documents, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his Bid or to the Contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this section
- D. The Work of this project shall be performed in accordance with the Contract Documents; however, the plans and specifications are intended to complement and supplement each other and any work required by either and not by the other shall be performed as if denoted in both. Should a bidder find discrepancies in, or omissions from the plans or the specifications, or be in doubt as to their meaning, he shall at once notify the Architect. Failure to request such interpretations shall in no way relieve the Contractor of his responsibility for executing the project properly and completely. Unless otherwise

clarified by the Architect, bidders shall base their bids on the highest quality of material or techniques required by any part of the Contract Documents.

1.4 PREBID CONFERENCE

- A. A Bidders conference is scheduled. Refer to the Invitation to Bid for specific information regarding time and location.
- B. General and major subcontract bidders are encouraged to attend.
- C. Representatives of the Owner and Architect/Engineer will be in attendance.
- D. Summarized minutes of this meeting will be circulated to known Bidders. These minutes will not form part of Contract Documents.
- E. Information relevant to Bidding Documents will be issued by Addendum.

1.5 BID PROPOSALS

- A. Bids submitted for the project must comply with type requirement stipulated in Document 001050 – Invitation for Bid. No other type will be accepted. Do not include in the envelope any bids for other work.

1.6 INTERPRETATIONS

- A. Any explanation regarding the meaning or interpretation of Contract Documents, specifications, or any other Contract Documents must be requested in writing to the Architect not less than five (5) days before the time scheduled for the opening of Bids. Any such explanation or interpretations will be made in the form of "Addenda" or "Clarification" to the documents and will be furnished to all prime bidders. Oral explanations and interpretations made prior to the Bid opening do not form a part of the bidding documents.
- B. During the bidding period, bidders may be furnished Addenda for changes, additions to or alterations to the plans and specifications, which, if any, shall be included in the work covered by the proposals and become a part of the Contract Documents.
- C. Prime bidders shall check with the Architect within 48 hours prior to Bid opening to secure any "Addendum" or "Clarification" affecting bidding.
- D. The Owner reserves the right to reject any or all Bids and to waive any informalities whenever such rejection or waiver is in the interest of the Owner.

1.7 BID FORM

- A. Bid shall be the form included in Section 00 41 10 – Bid Form – Stipulated Sum.
- B. Blank spaces shall all be properly filled, with no other additions, changes, erasures, or interlineations.

- C. Original and one copy of each shall be submitted. Both copies shall have original signatures.
- D. Bid shall be signed in longhand above the typed name of the person authorized to bind the bidder to a contract.
- E. Where bidder is a corporation, Bid must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a contract.
- F. Bid documents shall be enclosed in a sealed envelope clearly marked "PROPOSAL - BID DOCUMENTS" and bearing the name of project, the name of bidder, and the contractor's current registration certificate number, date of registration, date and time of bid opening so as to guard against premature opening of any bid. No responsibility shall be attached to the Architect and the Owner for premature opening of bids not properly addressed or identified.
- G. Bids shall include proper and adequate sums for bonds, all applicable taxes, documentary stamps, permits and other levies. (Plan review fees have been paid by the Owner.)
- H. It shall be the Bidder's responsibility to check all sub-bids carefully to determine whether or not any exceptions, omissions, or alterations to the Drawings and Specifications have been noted therein; bidder is solely responsible for a complete job in strict accordance with Bidding Documents.

1.8 BID GUARANTEE

- A. Each Bid must be accompanied by a Bid Guarantee of five percent (5%) of the largest amount for which proposal is being made, and at the option of the bidder, may be cash, a certified check or bid bond made payable to the Owner. The bid guarantee shall insure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder as required by the specifications, and provided any Bid is accepted will be retained by the Owner until the execution by the Contractor of the surety bonds covering the performance of the Contract.
- B. Upon failure of the bidder to provide security for, or execute the Contract as provided herein and in the Contract Documents within ten (10) days after notice of acceptance of his proposal, the Bid Guarantee submitted with his Bid shall be forfeited to the Owner as "liquidated damages." If the amount of bid guarantee exceeds the difference between its related bid and the next lowest bid resulting in a contract, the Owner shall retain only an amount equal to the difference between these two bids plus expenses by Owner's Architect related to negotiating contract with other bidder.
- C. Bid guarantee of all unsuccessful bidders will be returned within thirty (30) days after opening of Bids unless some special arrangement otherwise is made between the Owner and the bidder.

1.9 WITHDRAWAL OR MODIFICATION OF BIDS

- A. The withdrawal of Bids shall be in accordance with Section 11-54, Code of Virginia, 1950, as amended.
- B. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised Bid.
- C. Bid may not be withdrawn or modified after Bid opening time except as provided by law and unless the award of Contract has been delayed more than forty-five (45) days.

1.10 INSURANCE

- A. Refer to Document 00 70 10 - General Conditions of the Contract, Paragraph 11.1, and the indemnification clause (paragraph 3.18) requiring contractors to include contractual liability coverage in contractor's public liability policy at not less than the limits required.
- B. Refer to Document 00 81 10 – Supplementary General Conditions for limits.
- C. The submission of a Bid shall be taken as prima facie evidence of compliance with this requirement.

1.11 BASIS OF BID

- A. Bids shall include all costs for this project as described and indicated by the bidding documents.
- B. Bids shall include all unit price costs, allowances and all alternate costs as indicated by the specifications and Bid form.
- C. Basis for bidding shall be on the brands, products, and requirements indicated or specified.
- D. Include in the Base Bid, cash allowances for the items listed in Section 01 20 00 – PRICE AND PAYMENT PROCEDURES. Cash allowances and adjustments to the Contract will be administered in accordance with the Conditions of the Contract, Section 01 20 00 – PRICE AND PAYMENT PROCEDURES, and the Section of the Specifications to which the Allowance applies.
- E. In the space provided in the Bid Form, quote the Unit Prices indicated. Unit prices will be used in adjusting the Contract Price. Such adjustments will be administered in accordance with Article 12 of the General Conditions of the Contract and the Section of the Specifications to which the Unit Price applies.
- F. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared, upon written notice of bid acceptance, to commence work within seven (7) days following receipt of written notice to proceed, or on subsequent date stipulated in such notice, or as noted on the Bid Form.

- G. Particular attention is called to Article 4.3.7 of the General Conditions (including information in Section 00 81 10 SUPPLEMENTARY GENERAL CONDITIONS – AIA) regarding requirements of the contractor to account for reasonable weather conditions.

1.12 BIDDER'S OPTION FOR MATERIALS AND EQUIPMENT

- A. Refer to Section 01 60 00 – PRODUCTS AND SUBSTITUTIONS.

1.13 BOND REQUIREMENTS

- A. Refer to Document 00 70 10 - General Conditions of the Contract, Paragraph 11.4, and Document 00 81 10 - Supplements to AIA General Conditions with reference to bond requirements.

1.14 LICENSE

- A. All bidding contractors must be registered and licensed to do contracting in accordance with prevailing state and local laws and ordinances.

1.15 REGISTRATION

- A. The attention of the Bidder is directed to Title 54.1, Chapter 11, Code of Virginia, as amended, which requires evidence of a Class A certificate of registration before a Bid may be received and considered (1) on a general or subcontract of \$70,000 or more; or (2) if the total value of all contracts undertaken by the bidder during any 12-month period is \$500,000 or more.
- B. In compliance with the above requirements, each bidder shall place on the outside of the envelope containing his bid and over his signature one of the following notations:

"Registered Class A Virginia Contractor, No. _____."

or

"Class A Registration not required."

1.16 TIME OF COMPLETION

- A. The project is urgently needed by the Owner and time is of the essence. Therefore, the Contractor shall substantially complete all work under the contract and make project available for occupancy within time stated on Document 00 41 10 – Bid Form.

1.17 RECEIPT AND OPENING OF BIDS

- A. Bids will be opened at the time and place stated in Document 00 10 50 - Invitation for Bid and their contents made public for the information of bidders and others interested who may be present, either in person or by representative. The officer or agent of the Owner, whose duty it is to open them, will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility will be attached to any officer, agent or representative for the premature opening of a Bid not properly addressed and identified. It is the responsibility of the bidder to assure that his Bid is delivered to the designated place for opening prior to the time set for opening Bids.

1. Only one Bid per project may be submitted by any one Bidder. If more than one Bid is offered by one Bidder, all such Bids will be rejected. A Sub-bidder who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a Bid on his own behalf.
 2. The Owner will evaluate the quality, timeliness, and reliability of any contract work performed by the Bidder for the Owner within the previous five (5) years. This evaluation shall be a prime determinant in judging the ability of the Bidder to perform the prescribed work.
- B. At the opening of Bids, should questions arise regarding the validity of any Bid because of errors, omissions, waiver of informalities or other points or provisions in submitted proposals, no comment or decision will be made until a ruling has been obtained from the Owner's legal representative.
- C. Telegraphic Bids will not be considered.

1.18 REJECTION OF BID

- A. Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

1.19 SUBCONTRACTORS

- A. The General Contractor shall submit a list of the prime subcontracting firms he has selected for the various phases of the work, prior to final execution of the Contract for Construction.

1.20 DESCRIPTION OF PROJECT

- A. The location and description of the Work is as described in the Invitation to Bid.

END OF SECTION

DOCUMENT 003000
INFORMATION AVAILABLE TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
 - 1. Hazardous materials abatement report attached to Section 020720.
 - 2. Existing building drawings.
- B. Related Documents:
 - 1. Document 002010 - Instructions to Bidders - AIA: Examination.

1.3 HAZARDOUS MATERIALS ABATEMENT REPORT

- A. The report of the existing conditions has been included as part of the contract documents provided by Baratta & Associates, Inc. Report is included in the Appendix.
- B. This survey, which identifies existing conditions, was prepared for the use of the Architect/Engineer in establishing scope of work for the removal of this material, identified in the contract documents.

1.4 EXISTING BUILDING DRAWINGS

- A. A copy of the building drawings that were used by the Architect/Engineer in preparation of the Contract Documents shall be made available to bidders at their expense, should they desire copies of these documents.

END OF SECTION

DOCUMENT 004000
STANDARD FORMS

GENERAL - COPIES

- a. Sample copies of the A.I.A. forms are available at the Architect's office. Required number of copies may be obtained from the American Institute of Architects, The Octagon, 1735 New York Avenue, N.W., Washington, DC 20006.

01 - BID FORM

- a. Document 004110 BID FORM as contained herein will be the form used.

02 - AGREEMENT

- a. AIA Document A101 Agreement Between Owner and Contractor.

03 - PERFORMANCE AND PAYMENT BOND

- a. AIA Document A312 Performance Bond and AIA Document A312 Payment Bond.

04 - CERTIFICATE OF INSURANCE

- a. ACORD Certificate of Insurance will be the form used as a part of the contract for this work.

05 - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

- a. AIA Document G706A Contractor's Affidavit of Release of Liens.

06 - LIST OF SUBCONTRACTORS

- a. AIA Document G705 List of Subcontractors.

07 - TRANSMITTAL LETTER FOR SUBMITTAL OF SHOP DRAWING/PRODUCT DATA/SAMPLE

With Contractor's Approval Statement
of submittal of same item
AIA Document G810 or equivalent

08 - APPLICATION AND CERTIFICATE OF PAYMENT

- a. AIA Document G702 Application and Certificate for Payment and AIA Document G703 Continuation Sheet.
- b. Independent Testing Laboratory Certificates of Testing, Inspection, or Approval

09 - PROPOSAL REQUEST

- a. AIA Document G709 Request for Proposal.

10 - ORDER FOR MINOR CHANGE

- a. AIA Document G710 Architect's Supplemental Instructions.

11 - CHANGE ORDER

- a. AIA Document G701 Change Order.

12 – SUPPLEMENTAL DRAWING

- a. Supplemental Drawing, number X###, Spectrum Design standard form is to be used for clarification and/or attachments to field orders or change orders on this project.

13 - OWNER'S RECEIPT OF EQUIPMENT AND MATERIALS SPECIFIED to be furnished directly to Owner (attached after section 017000)

14 - OWNER'S STATEMENT OF RECEIPT OF ADEQUATE INSTRUCTION OF SYSTEM AND EQUIPMENT OPERATION (attached after section 017000)

15 - CERTIFICATE OF SUBSTANTIAL COMPLETION

- a. AIA Document G704 Certificate of Substantial Completion.

16 - CONTRACTOR'S WRITTEN NOTICE THAT WORK IS READY FOR FINAL INSPECTION

- a. To be furnished by A/E.

17 - CONSENT OF SURETY

- a. AIA Document G707 Consent of Surety to Final Payment and AIA Document G707A Consent of Surety to Reduction in or Partial Release of Retainage.

END OF SECTION

DOCUMENT 004110
BID FORM – STIPULATED SUM

Job Title (Hereinafter Project):

**Renovations & Additions to Rockbridge Innovation Center
VA DOE # 081-02-01-101**

Location:

Lexington, Virginia

To: **Rockbridge County School Board** (Hereinafter "Owner")
Mr. David Daniels, Director

Date: _____

Submitted by: _____
(full name)

(full address) _____

1. BASE BID

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is, in all respects, fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the Place of the Work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined all matters referred to in the Instructions to Bidders and the Contract Documents relative thereto prepared by Spectrum Design, P.C. for the above mentioned project; and that he has satisfied himself relative to the work to be performed within the established time.

He proposes and agrees, if this proposal is accepted, to contract with the Owner in the form of contract specified to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor, and pay all State and local sales taxes and permits necessary to complete the Project in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following amount:

Part 1 - BASE BID:

We, the undersigned, hereby offer to enter into a Contract to perform the Work for the total sum of:

_____ Dollars

(\$_____), in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal, state and local taxes and permit fees are included in the Bid Sum.

All Allowances described in Section 01 21 00 are included in the Base Bid Sum.

Part 2. UNIT PRICES:

The undersigned agrees that the following Unit Prices will become a part of the Contract and in accordance with the Contract Documents, shall be used for the purpose of adjusting the Contract Sum, by increase or decrease, in determining the value of changing quantities of work from those indicated below. The Unit Price shall include all labor, materials, equipment, overhead, profit, insurance, bonds, taxes, etc., to cover the finished work of the several kinds called for in place.

1. Removal of Brown Vinyl Asbestos-Containing Composite Floor Tile and Black Mastic:
Removal from the job site and disposal of material comply with all applicable contract documents governing the work. Final amount shall be adjusted upward or downward based on actual quantity authorized.

Estimated quantity of 6,000 +/- SF @ \$ _____ per SF = the total sum of
_____ Dollars
(\$_____).

2. Removal of black/yellow mastic associated with 12"x12" off-white vinyl composite floor tile:
Removal from the jobsite and disposal of material comply with all applicable contract documents governing the work. Final amount shall be adjusted upward or downward based on actual quantity authorized.

Estimated quantity of 1,560 +/- SF @ \$ _____ per SF = the total sum of
_____ Dollars
(\$_____).

3. Removal of 12"x12" brown vinyl asbestos containing composite floor tile and black mastic:

Removal from the jobsite and disposal of material comply with all applicable contract documents governing the work. Final amount shall be adjusted upward or downward based on actual quantity authorized.

Estimated quantity of 300 +/- SF @ \$_____ per SF = the total sum of _____ Dollars
(\$_____).

Part 3. ALTERNATES:

(circle ADD or DEDUCT as applicable and fill in required blanks):

1. Should the Owner decide to include the portion of work described in Section 01230 – ALTERNATES as **Alternate No. 1**, the Base Bid Amount stated above shall be modified as follows:

ADD / DEDUCT the sum of _____ Dollars (\$ _____).

2. Should the Owner decide to include the portion of work described in Section 01230 – ALTERNATES as **Alternate No. 2**, the Base Bid Amount stated above shall be modified as follows:

ADD / DEDUCT the sum of _____ Dollars (\$ _____).

3. Should the Owner decide to include the portion of work described in Section 01230 – ALTERNATES as **Alternate No. 3**, the Base Bid Amount stated above shall be modified as follows:

ADD / DEDUCT the sum of _____ Dollars (\$ _____).

TOTAL BASE BID (Total Sum of Parts 1, 2 & 3):

_____ Dollars

(\$_____).

NOTE: The Owner reserves the right to accept and/or reject part or in whole the bid results as submitted by the project bidders. The project award will be based upon and will consider the result of Parts 1, 2 and/or 3 and will award based upon part, in whole or combination thereof, that which is in the best interest of the Owner.

2. CONTRACT TIME:

The undersigned agrees, if notified by Owner of intention to award contract as stipulated in Section 5 below, that all work under this contract shall be substantially completed and accepted by the Owner by November 15, 2024. Final Completion and Project Closeout of the contract for construction shall be achieved by December 24, 2024. Rockbridge County School Board will approve/award construction bid on July 11, 2023. Construction Notice to Proceed will occur July 12, 2023.

3. CONTRACT SECURITY:

The undersigned agrees, if awarded the contract, to furnish and deliver to the Owner an executed performance and payment bond in accordance with the requirements of the Contract Documents.

4. PROPOSAL ACCEPTANCE:

If undersigned is notified of proposal acceptance within **fourteen (14)** days following opening of bids, he agrees to:

- execute a contract for work for compensation stated in the bid form and in the form of agreement referenced in the Project Manual within **ten (10)** days after date of Notice of Award,
- Furnish the required Contract Security above within **seven (7)** days of receipt of Notice of Award.
- **Mobilize on site and commence work by no later than July 12, 2023.**

5. BID GUARANTEE:

The undersigned agrees to requirements of the Contract Documents relative to "Bid Guarantee." This bid may be rejected if not accompanied by a guarantee in the specified amount. Any certified checks may be uncollected at the risk of bidders submitting them. Five percent (5%) bid bond/certified check/cash required.

If undersigned fails to commence work or provide required bonds, the security Bid Bond shall be forfeited as damages to the Owner by reason of this failure.

In the event the bid is not accepted within the time stated above, the required security Bid Bond will be returned to the undersigned, in accordance with the provisions of the Instruction to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

All Bids shall remain valid for a period of forty-five (45) days after the scheduled bid due date. Withdrawal of bids due to error shall be in accordance with Section II-54(ii), Code of Virginia.

6. ADDENDUM/BULLETIN RECEIPT:

The undersigned acknowledges receipt of the following addenda numbered:

Addendum # _____, dated _____.

Addendum # _____, dated _____.

Addendum # _____, dated _____.

Addendum # _____, dated _____.

Addendum # _____, dated _____.

7. BID FORM SIGNATURES:

Signed: _____
(Signature of your authorized signing officer, title)

Name: _____
(Print the full name of your authorized signing officer, title)

For: _____
(Bidder - Print the full name of your firm, company or corporation)

State of Incorporation: _____

Date: _____

(business mailing address – 3 lines provided)

(seal)

If a bidder is a joint venture or partnership, add additional forms of execution for each member in the appropriate form or forms as above.

Registered as a Class A contractor under Title 54.1, Chapter 11, Code of Virginia, as amended,
Certificate No. _____, 20_____,

or

Registration not required under Chapter 11, Title 54.1, Code of Virginia.

END OF SECTION

DOCUMENT 005010
AGREEMENT - AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. Agreement.
- B. Related Documents:
 - 1. Document 007010 – General Conditions – AIA.
 - 2. Document 008110 – Supplementary General Conditions.

1.2 AGREEMENT

- A. AIA Document A101 Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum, forms the basis of Agreement between the Owner and Contractor.

END OF SECTION

DOCUMENT 007010
GENERAL CONDITIONS - AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions – AIA.
- B. Related Documents:
 - 1. Document 005010 – Agreement – AIA.
 - 2. Document 008110 – Supplementary General Conditions.

1.2 GENERAL CONDITIONS

- A. AIA Document A201 General Conditions of the Contract for Construction is the General Conditions of the Contract. Refer to Document 005010 for the Agreement.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 008110 for modifications to these General Conditions.

END OF SECTION

DOCUMENT 008110
SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

- A. Document Includes:
 - 1. Supplementary Conditions.
- B. Related Documents:
 - 1. Document 005010 – Agreement – AIA.
 - 2. Document 007010 – General Conditions – AIA.

1.2 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201-2007, and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction, AIA Document A201-2007, have the meanings assigned to them in the General Conditions.

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 BASIC DEFINITIONS

Add clauses 1.1.1.1 and 1.1.1.2 as follows:

1.1.1.1 In addition to those Contract Documents listed, the Contract Documents shall include Instructions to Bidders, Bid Form and Appendices, Form of Bid Bond (AIA Document A310), Performance Bond (AIA Document A312), and accompanying Labor and Material Payment Bond (AIA Document A312a), Standard Forms listed (Document 004000), and copies of Certificates of Insurance.

1.1.1.2 The term "Agreement" means the completed and signed contract form (AIA Document A101) which may not be included in this Project Manual.

Supplement subparagraph 1.1.3 - The Work as follows:

1.1.3 Related to the term "Work", where "as shown", "as indicated", "as detailed", or similar words are used, reference is made to the drawings accompanying this Project Manual. Where "as directed", "as required", "as permitted", "approved", or similar words are used, it shall be understood that the direction, permission, approval, or acceptance of the Architect-Engineer is intended unless stated otherwise.

Supplement subparagraph 1.1.5 - The Drawings as follows:

1.1.5 The term "Drawings" means the drawings enumerated in the Index to Drawings.

Add subparagraphs 1.1.8 through 1.1.16 as follows:

1.1.8 Addendum

The term "addendum" or "addenda" means any revision to the Contract which has been duly issued to prospective bidders prior to the time stipulated for the opening of Bids.

1.1.9 Clarification

The term "clarification" means answers to questions or additional comments provided to clarify the intent of the Drawings or Specifications raised during the bidding period prior to the opening of bids. This may or may not be made part of an Addendum.

1.1.10 Prime Bidders

The term "prime bidders" shall mean contractors bidding separately on the Work or on separate phases of the Work. The term prime subcontractors shall mean the Mechanical, Plumbing, and Electrical subcontractors bidding to the general contractors on their respective phases of the Work.

1.1.11 G.C.

The term "in G.C." shall mean that the portion of the Work referred to is to be included in the General Contract and does not mean literally that the actual work is to be performed by the General Contractor. The Contract is between the General Contractor and the Owner and the General Contractor is totally responsible for the performance of all phases of the Work included in the Contract, whether it be performed by him or by his subcontractors.

1.1.12 N.I.C.

The term "N.I.C." means that the portion of the work referred to is not included in the General Contract.

1.1.13 Products

The term "Products" as used in these Contract Documents refers to new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for re-use.

1.1.14 Furnish

Except as otherwise defined in greater detail, where required of the Contractor, the term "furnish" is used to mean "supplying and delivering to the project site, unloading, and inspecting for damage.

1.1.15 Install

Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including the actual "unpacking, assembly, erection, applying, placing, anchoring, working to dimension, finishing, curing, protecting, cleaning and similar operations making ready for use", as applicable in each instance.

1.1.16 Provide

Provide shall mean to furnish and install.

1.2 - CORRELATION, AND INTENT OF THE CONTRACT DOCUMENTS

Add subparagraphs 1.2.4, 1.2.5 and 1.2.6 as follows:

Specifications and Drawings into divisions, sections, and articles, shall make the Architect an arbiter or to establish limits between Contractor and Subcontractors.

1.2.4 In the Contract Documents where detailed information is lacking or interpretation is not clear, secure required information from the Architect before proceeding with the work. Failure to request clarification prior to bid shall oblige Contractor to furnish the highest quality of material or construction method reasonably inferable by the Contract Documents. Discrepancies pertaining to the work shall be called to the attention of the Architect before proceeding with the work. For items that are detailed and/or specified but not distinctly located on the plans, the Architect shall determine the location of such items.

1.2.5 Figured dimensions are to be followed in preference to measurements by scale. Large scale or full size drawings will take precedence over smaller scale drawings.

1.2.6 In the event that a discrepancy is found between the Drawings and the Specifications, the Specifications shall supercede.

1.5 – EXECUTION OF CONTRACT DOCUMENTS

Add clause 1.5.1.1 as follows:

1.5.1.1 If required by either party to the Contract, the Contract Documents shall be signed in as many original counterparts as may be mutually agreed upon.

ARTICLE 2 - OWNER

2.1 DEFINITION

Delete paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete paragraph 2.2.1 in its entirety.

Delete subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor will be furnished free of charge all sets of Drawings and Project Manuals available at the time of award of the Contract that have been returned by other bidders and are not otherwise committed. Additional sets required by the Contractor over this amount will be at Contractor's expense.

ARTICLE 3 - CONTRACTOR

3.2 – REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add to paragraph 3.2.1 as follows:

The scope of work requirements for various disciplines is found throughout the drawings and various divisions of these specifications. It is the Contractor's obligation to review the drawings and specifications as a whole and comply with the requirements for the Work wherever those requirements may be located in the Contract Documents.

Add subparagraphs 3.2.4 and 3.2.5 as follows:

3.2.4 Should Architect perform reinspection due to failure of the Work to comply with claims of status of completion made by the Contractor:

- .1 Owner will compensate Architect for such additional services.
- .2 Owner will deduct the amount of such compensation from following or final payment to the Contractor.

3.2.5 Should Geotechnical Engineer (see 13.5.1.1 below) perform reinspection and/or re-testing due to failure of the Work to comply with claims of status of completion made by the Contractor:

- .1 Owner will compensate Geotechnical Engineer for such additional services.
- .2 Owner will deduct the amount of such compensation from following or final payment to the Contractor.

3.3 – SUPERVISION & CONSTRUCTION PROCEDURES

Add clause 3.3.1.1 as follows:

3.3.1.1 Contractor shall be solely responsible for layout and scheduling of the Work resulting in its accurate and timely completion.

3.4 – LABOR AND MATERIALS

Add clause 3.4.1.1 as follows:

3.4.1.1 Labor shall include all fringe benefits, pension benefits and unemployment taxes provided for those performing the Work, whether or not such benefits and taxes are in effect at the time the construction contract is executed.

Add paragraph 3.4.4 as follows:

3.4.3 Within a sixty (60) day period following execution of the Contract, the Owner and Architect will consider written request(s) for the substitution of products in place of those specified. By making such request(s) for substitution, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that he would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract including the Architect's redesign costs, if required, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.5 – WARRANTY

Add subparagraph 3.5.2 through 3.5.7 as follows:

3.5.2 Except as otherwise specified, all Work shall be warranted and guaranteed by the Contractor against defects or non-conformities in materials, equipment, or workmanship for a period of one full calendar year commencing on the date of full and final completion of the Contractor's Work.

3.5.3 If, within any warranty or guarantee period, repairs or changes are required in connection with guaranteed Work which, in the opinion of the Architect/Engineer is rendered necessary as the result of the use of materials, equipment or workmanship which are defective or do not conform to the terms of the Contract Documents, the Contractor shall promptly, upon receipt of notice from the Owner and without expense to the Owner:

1. Place in satisfactory condition in every particular all of such guaranteed Work, correcting all defects therein; and
2. Make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the Architect/Engineer, is the result of the use of materials, equipment or workmanship which are defective or do not conform to the terms of the Contract Documents; and
3. Make good any Work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

3.5.4 In any case wherein fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs any Work guaranteed under another Contract, he shall restore such disturbed Work to a condition satisfactory to the Architect/Engineer and guarantee such restored Work to the same extent as it was originally guaranteed.

3.5.5 If the Contractor, after notice, fails to proceed within three (3) days to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred in connection with such corrections.

3.5.6 All special guarantees applicable to specific parts of the Work that may be stipulated in the Specifications or other Contract Documents shall be subject to the terms of this paragraph.

3.5.7 There will be one final inspection of the project by the Architect/Engineer and the Owner along with the Contractor between the eleventh and twelfth months of the warranty period. Any Work that is found to be defective or not in conformity with the Contract Documents shall be corrected by the Contractor within thirty (30) days of the issuance of notice of such Work that is found to be defective or not in conformity with the Contract Documents.

3.7 – PERMITS, FEES, AND NOTICES

Add clauses 3.7.1.1 thru 3.7.1.3 as follows:

3.7.1.1 Plan Review Fees

The Owner will have paid for preliminary plan review by the code official having jurisdiction prior to the project going to bid. Plan review fees should not be included in the Contractor's bid. Permit fees shall be part of Contractor's bid.

3.7.1.2 Contractor shall secure and pay for the Land Disturbing Permit, including bonds as required by Local Governing Authority.

3.7.1.3 Off-site Borrow or Waste Areas

The Contractor shall assume all responsibility for his use of any off-site borrow and/or waste area which shall include, but not be limited to; liability, surveying, design, permits, fees, etc. associated therewith.

Add subparagraph 3.7.5 as follows:

3.7.5 Where method of construction or installation of materials or equipment is not indicated in the Contract Documents and such construction or installation is covered by codes, ordinances, or regulations in force in the locality of the Work, the Work shall be performed in accordance therewith as part of the Contract. In the absence of applicable local codes, State Codes shall apply.

3.8 - ALLOWANCES

Add clause 3.8.1.1 thru 3.8.1.3 as follows:

3.8.1.1 Certain requirements of the Work related to each allowance are shown and specified in the Contract Documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by Change Order.

Supplement Clause 3.8.2.2 as follows:

3.8.2.2“(include also uncrating and storage, protection from elements and damage, and finishing)”

Delete clause 3.8.2.3 in its entirety. Refer to specifications regarding Allowances.

Add clause 3.8.2.4 as follows:

3.8.2.4 The Owner reserves the right to establish the actual quantity of work-in-place by an independent quantity survey, measure, or count. Whenever the actual cost is more than the allowance value, additional mark-up for Contractor's overhead and profit shall not exceed 10% of the difference between the cost and the allowance.

Add clause 3.8.4 as follows:

3.8.4 Change Order Data (Allowances):

.1 Where applicable, include in each change order proposal both the quantities of products being purchased and unit costs, along with the total amount of purchases to be made. Furnish data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.

3.9 - SUPERINTENDENT

Add clause 3.9.1.1 as follows:

3.9.1.1 The Contractor's superintendent(s) shall be experienced in the construction of projects of this type and scope, and shall be satisfactory to the Architect and Owner. The Contractor's superintendent(s) shall give special attention to Work nearing completion and shall remain on site and in active

control until all phases of the work have been completed, the final punch list is completed, and the project in its entirety is acceptable to the Owner. The practice of substituting another superintendent for the purpose of "closing out" this project shall be strictly prohibited, unless the superintendent is no longer employed by the Contractor.

3.10 – CONTRACTOR'S CONSTRUCTION SCHEDULES

Add to subparagraph 3.10.1 as follows:

3.10.1 An updated construction schedule, acceptable to the Architect and Owner shall be submitted by the Contractor prior to certification of each Application for Payment.

3.11 – DOCUMENTS AND SAMPLES AT THE SITE

Add subparagraph 3.11.2 as follows:

3.12.2 The Contractor shall keep an accurate record and location of all work, both interior and exterior. On completion of the Work, one print of each of the Drawings which is applicable shall be neatly and clearly marked in color to show all variations between the work actually provided and that indicated on the Drawings. The representation of such variations shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as may be necessary for legibility and clear portrayal of the as-built construction. Location of as-built utilities shall be accurate and located by dimensions. These drawings shall be approved by the Architect before acceptance. Retainage will not be released, in whole or in part, until the requirements of this section are completed.

3.12 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

Add subparagraph 3.12.11 thru 3.12.14 as follows:

3.12.11 Shop drawings shall be submitted in such number of copies as specified in other sections of the Project Manual. Submissions be shall accompanied by a letter of transmittal in duplicate, which shall list and properly identify the contents of such submission. Shop drawings shall be consecutively numbered and clearly labeled with name of the project and date. Shop drawings shall be submitted in such sequence or groups that all related items may be checked together. Shop drawings not so submitted will be returned without action.

3.12.12 The Contractor shall submit to the Architect for approval a listing of all submittals required by the Contract Documents, fixing the dates for the submission of shop drawings, samples and product data.

3.12.13 In checking and approving shop drawings, the Architect will not be responsible for checking dimensions or quantities; however it shall be understood that if the Architect so chooses, this checking is done as a convenience to the Contractor and it shall not relieve the Contractor of the responsibility for furnishing any or all the items and quantities shown in the Contract Documents. The act of approving shop drawings shall not be construed as authorization for any increase in the cost of the Work.

3.12.14 Samples shall be delivered with all shipping charges prepaid. Each sample shall bear a label indicating the material represented, the name of the producer and the

title of the project. Approval of a sample shall not be construed to change or modify any contract requirement or price. Approved samples shall be retained by the Architect until completion of the project.

3.13 – USE OF SITE

Add subparagraph 3.13.2 and 3.13.3 as follows:

3.13.2 The Contractor shall position field offices, equipment, and supply trailers, temporary toilet facilities, and other large construction related items so as to not interfere with, hinder, or endanger the public when the project is occupied by the Owner.

3.13.3 Should the Contractor require additional land for temporary construction facilities or for storage of materials and equipment other than the areas available on the site, or as otherwise furnished by the Owner, he shall provide such other lands and access thereto entirely at his own expense and without liability to the Owner.

3.14 - CUTTING & PATCHING

Add subparagraph 3.14.3 as follows:

3.14.3 Each subcontractor shall leave all such chases, holes, or openings straight, true and of the proper size in his own work, as may be necessary for the proper installation of another subcontractor's work, consulting with the subcontractor concerned regarding proper location and size of same. No excessive cutting will be permitted nor shall any piers or other structural members be cut without the consent of the Architect. After such work has been installed, subcontractor shall carefully fit around, close up, repair, patch, and point up his material as directed, to the entire satisfaction of the Architect. All this work shall be done with proper tools and by careful workmen of the particular trade to which such work belongs. Each specification section shall include cutting and patching, plumbing, or earthwork for that trade section unless otherwise specified.

3.15 – CLEANING UP

Add subparagraph 3.15.3 as follows:

3.15.3 The Contractor shall thoroughly clean and leave reasonably dust free, to the satisfaction of the Architect, all finished surfaces on the interior of the buildings, including the removal of all paint spatters, concrete spatters, and other defacements of the work.

3.18 - INDEMNIFICATION

Supplement subparagraph 3.18.1 as follows:

3.18.1 This indemnification shall also include loss or damage as a result of injury, and loss or damage to adjoining or adjacent structures and their premises as a result of the performance of the work.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 - ARCHITECT

Add clause 4.1.1.1 as follows:

4.1.1.1 The terms "Architect" or "Engineer" means SPECTRUM DESIGN. P.C., the firm engaged by the Owner for architectural and/or engineering services related to the work. These terms as used throughout the Contract Documents include authorized representatives of the firm, including consultants.

4.3 – CLAIMS AND DISPUTES

Supplement subparagraph 4.3.7.1 as follows:

4.3.7.1 No extension of time or additional compensation, if applicable, will be granted for any delay unless the claimed delay directly affects the critical path of the approved CPM schedule or the schedule shown on the approved bar graph schedule, whichever is applicable, and any float has been consumed.

Add subparagraph 4.3.7.3 as follows:

4.3.7.3 Weather Days - Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for bad weather days which will be defined as days that rain fall exceeds .10 as recorded by National Climatic Data Center for the Roanoke, Virginia, station and the rain begins to fall prior to 3:00 p.m. on-site that day. Structural steel activities will include bad weather days defined as any day rain falls prior to 3:00 p.m. or days in which excessive wind is present. For the purpose of this Agreement, the Contractor agrees that normal bad weather will be defined and that he may anticipate losing working days to weather in accordance with the following table:

January - 8 days	May - 4 days	September - 6 days
February - 6 days	June - 8 days	October - 5 days
March - 5 days	July - 7 days	November - 5 days
April - 6 days	August - 6 days	December - 5 days

If the actual total number of accumulated working days lost to adverse weather from the start of Work until the building is enclosed exceeds the expected total number of lost working days for the same period (based on the table above), the time for Substantial Completion will be extended by the number of calendar days on the critical path that the actual number of lost working days exceeds the expected number of lost working days. No extension will be made for days of bad weather occurring after the building is enclosed. No changes in the Contract Sum will be authorized because of adjustment of Contract Time due to weather.

Add subparagraph 4.3.7.4 as follows:

4.3.7.4 If there is an extension in the Time for Completion or the Contract Completion Date and if the Contractor is entitled to compensation under Article 4.3.7, and where there is no change in the Work, an itemized accounting of the following direct Site overhead expenses will be considered as allowable costs to be used in determining the compensation due the Contractor:

Site superintendent prorata salary, temporary site office expense,
temporary site utilities including basic telephone service,

electricity, heat, water, and sanitary/toilets. A ten percent (10%) markup of these expenses will be allowed to compensate the Contractor for home office and other direct or indirect overhead expenses.

Add subparagraph 4.3.11 as follows:

4.3.11 The Contractor and its Surety agree to make no claim for damages for delay in the performance of this contract occasioned by any act or omission of the Owner or the Architect or either of them or their representatives, and the Contractor agrees that any such claim may be fully compensated by an extension of time to complete performance of the work as provided herein.

Change subparagraph 4.4.1:

Delete: "arbitration or"

Change subparagraph 4.4.6:

Change all instances of "arbitration" to "mediation".

Change subparagraph 4.4.8:

Delete: ". . . or by arbitration."

Change subparagraph 4.5.2:

Delete: "The request may be made concurrently with the filing of a demand for arbitration but, in such event mediation shall proceed in advance of arbitration or ..."

Replace with: "Mediation shall proceed in advance of ..."

4.6 - ARBITRATION

Delete this section in its entirety, and replace with the following:

4.6 Disputes Resolution

4.6.1 All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, this Agreement, or the breach therefore, in the event that the Contractor and the Owner are unable to resolve the dispute through negotiation, shall be tried before a circuit court judge to a jury trial and agrees that the venue of the action will be in the County of Rockbridge, Virginia, where the place of business of the Owner is located. Any legal proceeding arising out of, or relating to, this Agreement shall include, by consolidation, joinder, or joint filing, any additional person or entity to the final resolution of the matter in controversy.

The Contractor hereby further agrees that, should any subcontractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall hold the Owner and Architect/Engineer harmless from any and all costs incurred to, legal costs and attorney's fees and payment of any judgment against the Owner.

Should the Owner employ any attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for breach of this Agreement, the Contractor agrees to pay the Owner

all reasonable costs, charges, expenses and attorney's fees and his professional witness fees expended or incurred therein.

4.6.2 Non-binding mediation shall be a condition precedent to litigation with such mediation proceedings to be held in the County of Rockbridge, Virginia, by a mediator mutually agreeable to the parties.

ARTICLE 5 - SUBCONTRACTORS

5.2 – AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Add clause 5.2.1.1. as follows:

5.2.1.1. The list of subcontractors and material suppliers furnished under 5.2.1 shall be submitted within twenty-one (21) calendar days of the date of the Contract for Construction and shall contain the address, telephone number, and principal contact person for each such entity.

ARTICLE 7 - CHANGES IN THE WORK

7.1 – CHANGES

Add subparagraph 7.1.4 as follows:

7.1.4 Before proceeding to execute work which the Contractor believes to represent a Change in the Work affecting cost or time of completion, the Contractor shall obtain appropriate written authorization in the form of an executed Change Order or Construction Change Directive. Claims for additional cost or time for work not properly authorized in advance will not be considered.

Change subparagraph 7.3.6 as follows:

7.3.6 Delete the words, "A reasonable allowance for overhead and profit" and substitute, "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.10 below."

Add the following subparagraph 7.3.10:

7.3.10 The allowance for overhead and profit combined, included in the total cost to the Owner, shall not exceed the following schedule:

- .1 For the Contractor, for any Work performed by his own forces, fifteen percent (15%) of the costs of the changed Work.
- .2 For the Contractor, for Work performed by his subcontractor, seven percent (7%) of the amount due the subcontractor.
- .3 For each subcontractor included, for any Work performed by the subcontractor's own forces, fifteen percent (15%) of the costs of the changed Work.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.3 and 7.3.6.

ARTICLE 8 - TIME

8.3 – DELAYS AND EXTENSIONS OF TIME

8.3.1 Delete the words “and arbitration” and replace with “and/or litigation”.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.4 – CERTIFICATES FOR PAYMENT

Add subparagraph 9.4.3 as follows:

9.4.3 The issuance of a Certificate for Payment to the Owner shall not relieve the contractor of responsibility for faulty materials or workmanship or operate to release the contractor or his surety from any obligations under the contract or the performance bond.

9.8 – SUBSTANTIAL COMPLETION

Supplement subparagraph 9.8.1 as follows:

9.8.1 ...Work will not be considered “Substantially Complete” until all systems and equipment have been tested and found to be functioning properly.

Supplement subparagraph 9.8.2 as follows:

9.8.2 ...The Architect will not certify Substantial Completion of the Work or any designated portion thereof unless or until a Certificate of Occupancy, or partial Certificate of occupancy has been granted by the governing authority.

Add clause 9.8.2.1 as follows:

9.8.2.1 Should Architect, Geotechnical Engineer or other consultant of the Owner perform re-inspection due to failure of the Work to comply with claims of status of completion made by the Contractor:

- .1 Owner will compensate Architect (or consultant) for such additional services.
- .2 Owner will deduct the amount of such compensation from following or final payment to the Contractor.

9.10 – FINAL COMPLETION AND FINAL PAYMENT

Add clause 9.10.1.1 as follows:

9.10.1.1 Should Architect, Geotechnical Engineer or other consultant of the Owner perform re-inspection due to failure of the Work to comply with claims of status of completion made by the Contractor:

- .1 Owner will compensate Architect (or consultant) for such additional services.
- .2 Owner will deduct the amount of such compensation from following or final payment to the Contractor.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2 – SAFETY OF PERSONS AND PROPERTY

Add the following to paragraph 10.1.1:

10.1.1.1 The Contractor shall have an approved written Accident Prevention

Program and shall produce it when required by the Owner. The Contractor shall hold weekly meetings with all subcontractors to monitor compliance with all safety regulations. These regulations shall consist of applicable provisions of current State and Federal laws, statutes, codes and regulations including but not limited to the latest amendments of the following: Williams-Steigler Occupational Safety and Health Act of 1970, Public Law 91-956; Part 1910, Occupational Safety & Health Standards, Chapter 17 of Title 29, Code of Federal Regulations; Part 1926, Safety & Health regulations for Construction Chapter 17 of Title 29, Code of Federal Regulations. Each Contractor is solely responsible for the safety of his employees and others in the Work area.

10.1.1.2 All protection and safety barricades, devices, covers, etc., including at all roof areas shall be provided by each Contractor as it relates to the safe conduct of his Work in accordance with OSHA requirements.

10.1.1.3 Each Contractor will be responsible for all damage to personal or real property as a result of the Contractor's failure to provide protective measures in compliance with applicable statutes, laws, codes, or regulations.

Add subparagraph 10.2.8 as follows:

10.2.8 The Contractor shall brace, shore up, underpin, secure and protect as may be necessary, all parts of existing structures adjoining and in the vicinity of the site that may be affected in any way by excavating or other operations in connection with the execution of the Work in this Contract.

ARTICLE 11 - INSURANCE AND BONDS

11.1 – CONTRACTOR'S LIABILITY INSURANCE

11.1.1 In the first line following the word "maintain" insert the words "in a company or companies licensed to do business in the State of Virginia, with a Best rating of A- VII, or better, and delete "in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located."

Add the following subparagraphs 11.1.2.1 and 11.1.2.2 to Paragraph 11.1.2:

11.1.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law, and shall be written on an occurrence basis. The Contractor hereby waives all right of recovery against the Owner, and their respective officers, directors, employees, agents, and representatives, with respect to claims covered by insurance obtained pursuant to these insurance requirements. The Contractor agrees to cause its Worker's Compensation, General Liability and Automobile Liability insurers to waive their rights of subrogation against the Owner, and their respective officers, directors, employees, agents, and representatives.

1. Worker's Compensation and Employer's Liability in accordance with the laws of all states exercising jurisdiction over the Contractor's employees, including the state in which the Work is being performed.

Employer's Liability Limit – Not less than
\$500,000/\$500,000/\$500,000

Contractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system.

2. Commercial General Liability (CGL) written on ISO occurrence form CG 00 01 or its equivalent, providing coverage for Premises and Operations, Products-Completed Operations, Independent Contractors, Personal and Advertising Injury, Blanket Contractual Liability, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The General Aggregate Limit shall apply separately to each project or the policy may be endorsed to apply a separate aggregate limit to this project. The Owner, Architect and any other party the Contractor is required in its Contract with the Owner to name as additional insured, shall be included as additional insured under ISO endorsements CG 20 10 (ongoing operations) and CG 20 37 (completed operations). These insurance coverages shall apply on a primary and non-contributory basis before any other insurance available to the additional insureds. The Contractor's General Liability policy shall contain a Cross Liability or Severability of Interest clause. The Contractor shall maintain CGL coverage for itself and the additional insureds for the duration of the project and maintain Completed Operations coverage for itself and the additional insureds for at least three (3) years after final acceptance of the Contractor's Work.

3. Business Automobile Liability, including liability arising out of any owned, leased, non-owned or hired automobile with limits of liability of not less than \$1,000,000.

4. Umbrella Excess Liability in excess of the Employer's Liability, Commercial General Liability, and Business Automobile Liability with limits of at least \$2,000,000. All additional insureds on the CGL policy shall be included as additional insureds on the Umbrella policy. This coverage shall apply before any other insurance available to the additional insureds.

11.1.2.2 The Contractor shall provide Owner with documentation from the insurer that the limits of liability have been specifically committed to this project and are not subject to reduction from acts or omissions not a part of the Work.

Add the following subparagraphs 11.1.3.1 to Paragraph 11.1.3:

- .1 Prior to the start of construction, the Contractor shall furnish six (6) copies each of Certificate of Insurance on an Acord form evidencing that the coverage, coverage extensions, policy endorsements and waivers of subrogation required under this Contract are maintained in force. No

payments will be made to the Contractor under this Contract unless an acceptable Certificate of Insurance is on file with the Owner. The current Best rating for each insurance company shall appear on the Certificate of Insurance. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" shall be deleted from the "Cancellation" provision or a copy of the required cancellation clause endorsed on each policy of insurance must be attached to the Certificate of Insurance. The Certificate of Insurance must specifically identify the Contractor's project in the "Description," and must bear the signature of an authorized representative of each insurer. Should the Contractor sublet any portion of this Work, the same insurance requirements shall apply to such third party as provided herein. Failure of the Owner to request a Certificate of Insurance or other evidence of full compliance with these insurance requirements or failure of the Architect to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

- .2 The Contractor shall furnish one (1) copy of the policy to the Architect, if requested.

Add the following subparagraph to 11.4 – PROPERTY INSURANCE:

11.4.1.6 Property insurance on the entire project to cover fire, extended coverage, vandalism and malicious mischief to the full insurable value therefore shall be carried by the Owner and a certificate of compliance shall be furnished to the Contractor at the request of the Contractor.

- .1 The Contractor is responsible for the first Five Thousand Dollars (\$5,000.00) of cost associated with any claim and any other losses not specifically covered under the Owner's policy shall be borne by the Contractor. The insurance does not cover any loss from theft or burglary, nor does it cover loss of any tools, equipment, scaffolding, staging, towers, forms, machinery, etc., owned or rented by the Contractor or subcontractors which are not intended to become a part of the project; but does cover damage to the building or contents because of theft or burglary.
- .2 The Contractor and/or their subcontractors must report any loss to the Owner who in turn will notify the insurance agency as soon as the loss occurs in order that damage be assessed before job conditions are disturbed. Formal claims against this policy should be submitted within fourteen (14) days after occurrence.

Subparagraph 11.4.7 is amended by inserting the words, "If permitted by both the Owner's and Contractor's insurance companies without penalties ... "at the beginning of the first sentence. Subparagraph 11.4.7 is further amended by replacing the words "... loss to the extent covered by ... " with the words "... loss to the extent of actual recovery of any insurance proceeds under any ... "

11.5 – PERFORMANCE BOND AND PAYMENT BOND

Delete subparagraph 11.5.1 and substitute the following:

11.5.1 Within ten (10) calendar days following notification of intent to award a Contract, the successful Bidder shall deliver to the Owner two (2) copies of an executed AIA Document A312 Performance and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum as a guarantee for the faithful performance of the Contract and the payment of all obligations arising thereunder. Cost of such Bond shall be included in the Contract Sum. Surety shall be acceptable to Owner and shall be licensed to transact business in the Commonwealth of Virginia. The Contractor shall require the attorney-in-fact, who executes the required bonds on behalf of the surety, to affix a certified and current copy of the power of attorney to each of the bonds. Performance bond shall remain in force for a period of one year from the date of acceptance of the work covered by this contract.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5 – TESTS & INSPECTIONS

Add clause 13.5.1.1 as follows:

13.5.1.1 Soils Testing Laboratory: A qualified independent Soils Testing Laboratory, which staffs a Professional Geotechnical Engineer, registered in Virginia (hereinafter Geotechnical Engineer), will be retained by the Owner to observe, test, and report performance of work in connection with Rough Grading, Excavating, Backfilling, Utility Trenching & Backfilling, and any other earthwork related concern as applicable as well as observation of the installation of subsurface utilities under this Contract.

Add subparagraphs 13.5.7 & 13.5.8 as follows:

13.5.7 Any specified laboratory tests of materials and articles to be incorporated in the work shall be made by laboratories, bureaus or agencies approved by the Architect and the certified reports of such tests shall be submitted to the Architect. The Contractor shall furnish all samples of materials or articles required for those tests delivered to the testing laboratory or other designated agency properly identified and labeled. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this Contract, any further samples of the same brand or make of that material.

13.5.8 Samples of various materials delivered on the site or in place may be taken by the Architect for testing. Samples failing to meet the contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment to meet contract requirements except as provided in Article 12.3, Acceptance of Defective or Non-conforming Work.

Add the following Paragraph:

A13.8 – EQUAL OPPORTUNITY

13.8.1 The Contractor shall maintain policies of employment as follows and in accordance with the Code of Virginia.

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other bias 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;
- .2 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;
- .3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs .1, .2 and .3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13.9 Drug-free Workplace. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13.10 Payment Clauses. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the Owner for work performed by the subcontractor under that contract:

.1 Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor under that contract; or;

.2 Notify the Owner and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall include a payment clause in all subcontracts that requires (i) individual contractors to provide their social security numbers, and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor under that contract, except for amounts withheld as set forth above.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

13.11 In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, it is the policy of the Owner not to discriminate against faith-based organizations.

13.12 Firearms, drugs, alcohol, tobacco products, smoking, and/or any type of concealed weapons are not permitted on the project site. Anyone violating this requirement will be removed from the project and subject to dismissal. All Prime Contractors are required to include this provision in all subcontracts and other contract agreements relative to this project. The Prime Contractors are required to enforce this provision in regards to their own staff and employees.

13.13 The Contractor shall be responsible for ensuring a safe and secure environment for the students and staff at the facility from any of it's employees or sub-contractors/suppliers employees. To that end the Contractor shall endeavor to exclude any known felons from entering the site.

Add ARTICLE 15 as follows:

ARTICLE 15 - ENGINEERING AND LAYOUT

15.1 - VERIFICATION:

15.1.1: Except as otherwise provided, the Contractor shall furnish competent engineering services to execute the work in accordance with the contract requirements. He shall verify the figures or existing improvements shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

15.1.2: The Owner has established, or will establish, such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been inaccurately indicated, he shall promptly notify the Architect.

15.1.3: The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in locations without the written approval of the Architect. Any such bench marks and documents that may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall be replaced and accurately located by the contractor subject to prior approval by the Architect.

Add ARTICLE 16 as follows:

ARTICLE 16 - DOCUMENT EXPLANATION AND INSTRUCTIONS

16.1 - DETAIL DRAWINGS AND INSTRUCTIONS:

16.1.1: The drawings are intended to give the general character and scope of the work.

16.1.2: In case of conflict between small and large scale drawings, the large scale drawings shall govern. Where a portion of the work is detailed or drawn out and the remainder is indicated in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Unless noted otherwise where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning "identical" and all details shall be worked out in relation to their location and connection with other parts of the work.

16.2 - MEASUREMENTS AND DIMENSIONS

16.2.1: Before ordering any materials or doing any work, each subcontractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Where figures are given on the drawings, said figures shall be followed in preference to measurements obtained by scale.

16.3 - SPECIFICATIONS EXPLANATION

16.3.1: The Specifications have been partially "stream-lined" and some words and phrases have been intentionally omitted. Missing portions shall be supplied by inference as with notes on drawings.

16.3.2: The words "approved", "inspected", "directed", "selected", and similar words and phrases shall be presumed to be followed by "by the Architect". The words "satisfactory", "submitted", "reported", and similar words or phrases shall be presumed to be followed by "to Architect". Words like "install", "provide", "furnish", and "supply" shall be construed to include complete furnishing and installing or constructing unless modified by additional information. Instructions, directions, and requirements as specified shall be considered to be followed by the phrase "unless otherwise specified or indicated".

16.3.3: The following shall apply to and be made a part of each division of the Specifications:

- .1 General - Separation of the specifications into Division and Sections is for convenience only and is not intended to establish limits of work. It shall be the Contractor's responsibility to consult the Index to be certain that the set of Documents is complete.

16.4 - STANDARDS

16.4.1: Reference to standards, codes, specifications, recommendations and regulations refer to the latest edition or printing prior to the date and issuance of the Specifications.

16.4.2: Applicable portions of standards listed that are not in conflict with Contract Documents are hereby made a part of the Specifications. Modifications or exceptions to standards shall be

considered as amendments, and unmodified portions shall remain in full effect. In cases of discrepancies between the specifications and standards listed, the requirements of the specifications shall govern. In cases of discrepancies between standards, the most stringent requirements will govern.

16.6 - MANUFACTURER'S DIRECTIONS

16.6.1: Apply, install, connect, erect, clean, and condition manufactured items or materials according to the recommendations of the manufacturer when such recommendations are not in conflict with the Contract Documents. Furnish copies of manufacturer's recommendations to Architect, on request, before proceeding with the work.

16.7 - MATERIALS AND EQUIPMENT LIST

16.7.1: Within sixty (60) days after date of the Contract, the Contractor shall submit for approval two (2) copies of a complete list of materials and equipment proposed for use in connection with the project. Partial lists from time to time will not be considered. In the event these requirements are not complied with, the Architect reserves the right to assume that there will be no change in materials and equipment from those specified.

16.7.2: After any material or piece of equipment has been approved, no change in brand or make will be considered unless satisfactory evidence is presented by the manufacturer stating that the material or equipment no longer is available or delivered material has been rejected, and the substitution of a suitable material is urgent or that other conditions have become apparent which indicate that approval of such other materials is in the best interest of the Owner.

16.8.- GENERAL SCOPE OF THE WORK

16.8.3: Scope: The work of each division includes the work required by each Specification division and Section heading unless specifically noted otherwise under "Related Work Specified Elsewhere".

16.8.4: Related Work Specified Elsewhere: General Conditions, Supplements to General Conditions, Special Conditions, and Temporary Work are specified elsewhere; however, these provisions of the Contract Documents are a part of and applicable to each Division and Section of the Specifications.

16.9 - DELIVERY AND STORAGE

16.9.1: Deliveries and unloading shall be timed to prevent traffic congestion and blocking of access and scheduled to avoid interferences and delays in work. Provide for continuity of supply to avoid change of supplier of materials during any phase of the work. Sufficient quantities for completion of a phase shall be on site before that phase is started.

16.9.2: Materials shall be packaged and handled to prevent damage during delivery, and stored at designated locations to avoid interference with work. Arrange materials in order of intended use. Prevent damage to stored materials with suitable sheds or coverings.

16.9.3: Storage of equipment and materials shall be limited to those exterior spaces indicated as being within the construction limits.

Add Article 17 as follows:

ARTICLE 17 - CONTRACTS AND WORK LET SEPARATELY

17.1: Equipment contractors shall furnish to the General Contractor all parts, supports, assemblies, etc., that are to be built into the structure as the work progresses for installation by the General Contractor and the General Contractor shall include the installation of these built-in items as part of his work. Equipment Contractors shall also furnish complete rough-in drawings.

17.2: The General Contractor in conjunction with the Equipment Contractor shall set up a delivery schedule of all items of equipment, allowing ample time to properly coordinate and expedite the delivery of all equipment items so as not to delay any portion of the work.

17.3: The General Contractor is required to coordinate all work with previously bid projects for this school; Early Demolition and Geothermal Well Field Bid, held by other contractors. Contractor shall coordinate work of this contract with the other contracts to prevent any delay, project cost increases and contract scheduling issues with all contracts.

Add ARTICLE 18 as follows:

ARTICLE 18 - MAINTENANCE

18.1: The Contractor shall maintain the work from beginning of construction operations until final acceptance of the project. Maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the work is kept in satisfactory conditions at all times.

END OF SECTION

SECTION 008200
PREBID QUESTION FORM
(Use separate Form for each question submitted.)

Date: _____

Project: Renovations and Additions to Rockbridge Innovation Center

VA DOE # 081-02-01-101

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number) _____,
page _____, paragraph _____,

Question submitted by: _____
Name Organization

Email form to: David Daniels - david_daniels@rockbridge.k12.va.us
Granville Grant – ggrant@spectrumpc.com
Sonya Guilliams - squilliams@spectrumpc.com