



**INVITATION FOR BID (IFB)**  
SCHOOL BOARD OF STAFFORD COUNTY  
d/b/a STAFFORD COUNTY PUBLIC SCHOOLS  
31 Stafford Avenue  
Stafford, Virginia 22554  
Telephone (540) 658-6000  
[www.staffordschools.net](http://www.staffordschools.net)

IFB#: 20-0904-SB097  
Title: On-Call Asphalt Paving and Concrete Services  
Issue Date: February 4, 2020  
Procurement Officer: Jennifer Stieffenhofer, CPPB, VCO  
Email: [Procurement@staffordschools.net](mailto:Procurement@staffordschools.net)

Solicitation Due Date and Time: **Sealed Bids will be received until 2:00 p.m. local prevailing time on February 27, 2020** for providing the services as described herein. Sealed bids must be received by SCPS at the following location by the due date and time specified:

Stafford County Public Schools  
31 Stafford Avenue  
Stafford, Virginia 22554

Pre-Bid Conference: No pre-bid conference is scheduled.

Contract Term: The initial term of this contract shall be for a period of one year from the date of award with the option to renew for up to two (2) additional successive one-year periods upon mutual written consent of the parties to the contract.

Inquiries: All inquiries for information should be directed to the Procurement Officer above. All questions regarding the IFB must be received in writing on or before February 14, 2020 no later than 11:00 A.M.

**TERMS & CONDITIONS:** Stafford County Public Schools (SCPS) requests bids for the work described in the Specifications/Scope of Work section provided below. This solicitation is subject to the provisions of SCPS's Instructions to Bidders, General Terms and Conditions for Construction Contracts and any other Special Terms and Conditions provided with the Bid Documents. SCPS assumes no responsibility for oral instruction, suggestion, or interpretation; any question regarding the bid documents shall be submitted in writing to the Procurement Officer identified above, and any material change will be submitted to all bidders in the form of a Bid Addendum. The IFB Package is available at no charge on the [Commonwealth of Virginia's electronic procurement system site, eVA](#). Award shall be based on a determination of the lowest responsive and responsible bidder.

**Project Description:** The intent of this contract is to provide Stafford County Public Schools with an on-call term contract for asphalt paving and concrete services in accordance with the General Terms and Conditions and Special Terms and Conditions and Specifications/Scope of Work stated herein.

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

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**1. PURPOSE**

The purpose of this Invitation for Bids is to establish a term contract for on-call asphalt paving and concrete services for Stafford County Public Schools (SCPS) to use on an as needed basis.

**2. SPECIFICATIONS/SCOPE OF WORK**

Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required by SCPS for Asphalt Paving and Concrete Services. This work may also include, but is not limited to, site condition assessments, earthwork, site utilities and paint marking in accordance with the current editions of the [Virginia Department of Transportation Road and Bridge Specifications](#), SCPS Specifications, Stafford County Department of Utilities Water and Sewer Design and Construction Standards Manual, and the [Virginia Erosion and Sediment Control Handbook \(VESCH\)](#) for material and workmanship.

Whenever the following terms are used in said specifications, in any of the contract documents, or in the plans the intended meaning of such terms shall be as follows:

“State” or “Commission” shall be replaced by the word Stafford County Public Schools (SCPS).

“Engineer” or “Resident Engineer” shall be replaced by the words Project Manager or his or her duly authorized representative.

**EARTHWORK SPECIFICATION/REQUIREMENTS:** Contractor shall provide all the necessary parts, labor, tools, materials, equipment and resources required to provide Earthwork Services as Indicated herein and on the attached EARTHWORK specification (ATTACHMENT E - EARTHWORK SECTION).

**SEWER AND UTILITIES SPECIFICATIONS/REQUIREMENTS:** Contractor shall provide all the necessary parts, labor, tools, materials, equipment and resources required to provide Sewer and Utility Services as Indicated herein and on the attached SEWER AND UTILITIES specification (ATTACHMENT F - SEWER AND UTILITIES SECTION).

**SITE CONCRETE SPECIFICATION/REQUIREMENTS:** Contractor shall provide all the necessary parts, labor, tools, materials, equipment and resources required to provide site Concrete Services as indicated herein and identified on the attached SITE CONCRETE specification (ATTACHMENT – G SITE CONCRETE SECTION).

**GENERAL REQUIREMENTS:**

The Contractor shall obtain and pay for all applicable permits prior to beginning any work.

The Contractor shall request all applicable inspections as required by local, state and/or federal codes and regulations.

The Contractor is responsible for notifying “Miss Utility” 48 hours prior to digging.

The Contractor shall designate a Job Manager who shall be on site during any work being performed. SCPS Project Manager shall communicate to the Contractor through the Contractor’s Job Manager.

The Contractor shall provide adequate protection for all structures at the site. Any damage to facilities by the Contractor shall be repaired or replaced at the Contractor’s expense and to the complete satisfaction of SCPS.

The Contractor shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner.

Contractor shall make the areas safe at the end of each work shift.

The Contractor shall promptly remove from the premises all work and/or materials condemned by SCPS as failing to conform to the contract, whether incorporated or not, and the contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to SCPS and shall bear the expense of making good all work of other Contractor’s destroyed or damaged by such removal or replacement.

SITE VISITS AND TASK ORDERS:

Prior to the issuance of any task order against any contract resulting from this IFB, the Contractor shall be required to conduct site visits. The Contractor shall schedule a site visit with the SCPS Project Manager within five (5) business days of notification by SCPS. The Project Manager or his designee will be onsite to go over what will be required for the particular project. Upon completion of the site visit, the Contractor shall provide a detailed cost proposal within five (5) business days based on the contract unit prices identified herein. All site visits shall be at no cost to SCPS. Upon approval of the cost proposal by SCPS, SCPS will issue a task order in the form of a SCPS purchase order. The Contractor shall not provide any good/service until a purchase order is in hand. Verbal orders are not acceptable.

Cost Proposals are to be detailed, outlining contract unit costs, including time and materials and estimated cost of subcontractors before and after administrative fees, if applicable. Cost Proposals will cover only quoted work; unforeseen or unknown repairs must be mutually agreed upon by the Contractor and SCPS Project Manager prior to performance. Approval will be in the form of a contract amendment issued as a change to the purchase order.

The maximum unit price for each item per cost proposal shall not exceed the unit prices provided by the Successful Bidder in Attachment A – Bid Form. SCPS reserves the right to negotiate lower unit prices per task order based on volume and other factors as determined by SCPS, and the parties agree to negotiate supplemental work pricing as part of any task order.

In addition, the Contractor will be required on a periodic basis as determined by SCPS to provide site condition assessments to aid SCPS in determining future asphalt and concrete maintenance and repair needs.

**TIME OF PERFORMANCE:**

SCPS requires that all work to be scheduled and started not later than twenty (20) calendar days from date of notification (receipt of purchase order) by SCPS personnel, unless otherwise agreed upon in writing at time of notification.

The time necessary to perform each job ordered will be mutually agreed upon after carefully reviewing the work location, amount of work involved, etc., and shall be indicated on the cost proposal.

A SCPS purchase order will be issued after receipt of the cost proposal and acceptance and approval of a performance and payment bond for projects that exceed \$100,000 (see Special Terms and Conditions, O. Performance and Payment Bond). Any work performed without receiving a purchase order is not authorized.

The Contractor shall notify SCPS Project Manager a minimum of three (3) working days in advance of the actual date work is to commence. Any work scheduled for the weekends shall be arranged 48 hours in advanced

**3. INSTRUCTIONS TO BIDDERS**

The general instructions, rules and conditions which follow apply to procurement of construction and construction related services conducted by SCPS, unless otherwise specified. Bidders are expected to inform themselves fully as to all applicable terms, conditions, instructions, requirements and specifications, before submitting bids. Failure to do so will be at the bidder's own risk, and relief cannot be secured on the plea of error.

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

**A. DEFINITIONS:**

1. "Agency" means any department, agency, authority, commission, board or other unit in the administrative service of SCPS.
2. "Bid" means the offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
3. "SCPS" means the School Board of Stafford County, Virginia and its agencies, officials, officers, employees, agents and designated representatives.
4. "Contractor" shall have the same meaning as "successful bidder," as set forth below.
5. "Construction Documents" shall mean the plans, specifications, approved change orders, revisions, addenda and other information approved by SCPS, which set forth in detail the Work to be performed for a construction Project.

6. “*Goods*” means all material, equipment, supplies, printing and automated data processing hardware and software.
7. “*Informality*” means a minor defect or variation of a bid from the exact requirements of a solicitation, which does not affect the price, quality, and quantity or delivery schedule for the goods or services being procured.
8. “*Invitation for Bids*,” “*Invitation to Bid*,” and “*IFB*” shall each mean a competitive sealed bidding procurement process by which a request is made to prospective suppliers (bidders) for their quotation on goods or services desired by SCPS. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
9. “*Issuing Authority*” means the authorized representative of the department of SCPS who issued the solicitation.
10. “*Procurement Manager*” means the head of SCPS’s Procurement Division, or a designated contact person acting per the direction of the Procurement Manager.
11. “*Responsible Bidder*” means a bidder having the capability in all respects to perform fully the contract requirements, and who has the moral and business integrity and reliability which will assure good faith performance of the contract sought to be procured, and who has been pre-qualified, if required.
12. “*Responsive Bidder*” means a bidder who has submitted a bid which conforms in all material respects to the IFB.
13. “*Services*” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
14. “*Solicitation*” means the process of notifying prospective bidders that SCPS wishes to receive bids on a set of requirements to provide goods or services. The notification of SCPS requirements may consist of public advertising, the emailing of an IFB, the public posting of notices, the conduct of small purchase procedures, and/or telephone calls or facsimiles to prospective bidders.
15. “*State*” means the Commonwealth of Virginia.
16. “*Successful bidder*” means the lowest responsive and responsible bidder to whom a contract is awarded as a result of a competitive sealed bidding procedure conducted by SCPS. The term “contractor” and “general contractor,” as used herein, shall mean “successful bidder.”

**B. TERMS, CONDITIONS, AND INSTRUCTIONS APPLICABLE TO PROCUREMENT:**

**1. Bid Forms**

- a) Unless otherwise specified, forms provided by SCPS (including, without limitation: bid cover sheets, pricing schedules, etc.) shall be utilized by the bidder. All bids shall be submitted on forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope. All blanks must be filled in, and answers shall be printed in ink or typewritten. Should the bid prices and/or any other submissions on any copy of a submitted bid differ from those on the original, the ORIGINAL shall prevail.
- b) Each bid must be submitted in a sealed envelope addressed to SCPS. Mark the exterior of the sealed envelope to identify: (i) the IFB number and project name, (ii) the name and address of the bidder, (iii) the bidder's licensed Virginia contractor number, (iv) the State Corporation Commission ID Number: and (v) the date, time and location on/at which bids are scheduled to be received by SCPS. If forwarded by mail (U.S. Postal Service, UPS, FedEx, etc.) the sealed envelope containing the bid must be enclosed in another envelope or shipping container addressed to SCPS at the address identified within the solicitation.
- c) STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized.
- d) All contractors who perform any construction work for SCPS are subject to the provisions of the Virginia Code, Title 54.1, Chapter 11, and are required to be licensed as required therein. Each bidder shall, as part of its bid, provide SCPS with the following information: (i) whether the bidder is a resident or non-resident of the Commonwealth of Virginia; (ii) whether the bidder possesses all required licenses and certificates required by law for the work to be performed; and (iii) documentation of proper license or certification under the provisions of Title 54.1, Chapter 11 of the Virginia Code.
- e) Each bidder is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder is required to submit a certification that its bid, or any claim resulting therefrom, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any bidder who knowingly makes a false statement on the

Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code §18.2-498.5.

## 2. Late Bids and Modifications of Bids

- a) Each bidder is solely responsible for delivering his bid to the correct location on or before the date and time on which bids are scheduled to be received by SCPS. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award. The time of receipt of a bid at the specified location is the time/date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- b) Any bidder may withdraw or modify its bid, by a writing containing the original signature of the bidder, which writing must be received by SCPS's Procurement Manager or Issuing Authority prior to the date and time set for submission of bids. Withdrawal or modification shall be delivered by one of the following means: (i) hand delivery by the bidder itself, a courier, or other delivery service; (ii) by mail (no consideration shall be given to any postmark); or (iii) by facsimile or e-mail received prior to the date and time set for submission of bids, followed by written confirmation containing the original signature of the bidder, where SCPS is able to determine that the written confirmation was or has been sent out by the bidder prior to the date and time set for submission of the bids, or (iv) by marking(s) on the exterior of the bid submission envelope, but only if the marking is dated and includes the original signature of the bidder. If written confirmation of a facsimile or email communication is not, in fact, received by SCPS within five days following the date and time set for submission of bids, no consideration will be given to the requested withdrawal or modification.
- c) Written withdrawals or modifications of bids should not reveal the bid price contained in the previously submitted sealed bid, but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the bid will not be known to SCPS until the sealed bids are opened.

## 3. Errors in Bids

- a) Each bidder must carefully examine all documents and plans made available by SCPS for inspection by potential bidders, prior to submission of a bid. In addition, each bidder, prior to submission of a bid, must use whatever means necessary to satisfy itself of the extent and requirements of the Project and of the actual conditions under which the Project is to be performed. Comprehensive or detailed information of existing Site conditions may not be included in the Contract Documents; therefore,

prior to bid submission, the Contractor must visit and examine the Site. Submission of a bid shall be deemed evidence that the bidder has visited the Site of the Project, that the bidder has familiarized itself with existing conditions at the Site (including without limitation, areas for storage of materials and equipment), and that the bidder is satisfied that it can construct the Project, in accordance with the Construction Documents, for the price(s) specified within its bid. Contractors will not be allowed or provided additional compensation as relief from the consequences of an error in their bids, including, without limitation errors which are attributable to conditions or factors which could have been identified by thorough examination of the Site and the Contract documents (including, without limitation, boring reports and subsurface condition reports, if available) prior to submission of a bid.

- b) A bidder for a construction contract, other than a contract for construction or maintenance of public highways, may withdraw a bid from consideration after bid opening if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, if the unintentional arithmetic error or unintentional omission clearly can be shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- c) If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- d) The bidder shall give notice in writing to the Procurement Manager of a claim of right to withdraw a bid, within two (2) business days after the conclusion of the opening of the bids and shall submit original work papers with such notice.
- e) If SCPS denies the withdrawal of the bid, SCPS shall notify the bidder in writing, stating the reasons for the decision; in that event, SCPS shall award the contract to the bidder at the bid price, provided such bidder is responsible and responsive.
- f) If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid; however, no bid may be withdrawn when the result would be the

awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5) percent.

#### 4. Binding Effect.

- a) Bids must be submitted and prepared in accordance with these Instructions to Bidders. It is the responsibility of each bidder to examine all documents and plans made available by SCPS for inspection by potential bidders, prior to submission of a bid. Unless otherwise specified by the solicitation, all bids submitted shall be binding for sixty (60) calendar days following receipt by SCPS, unless extended by mutual consent of all parties.
- b) Each bid in excess of \$100,000 submitted in response to this IFB shall be accompanied by a bid bond in an amount equal to five percent (5%) of the total monetary amount of the bid (total base bid plus all additive bid items). The bid guarantee may be either (i) a certified or cashier's check made payable to "SCPS, Virginia," or (ii) a bid bond made payable to "SCPS, Virginia." The bid guarantee shall be for the purpose of promising and guaranteeing that the bidder will not withdraw its bid for a period of 30 days following bid opening. The proceeds of the bid guarantee shall be and remain the sole property of SCPS, as liquidated damages, should the successful bidder fail to execute a contract, proof of all required insurance and endorsements and all required payment and performance bonds within five days of SCPS's issuance of notice of award of the contract. In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond, or, if approved in advance by SCPS attorney, a bidder may furnish a personal bond, property bond, or a bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid bond.
- c) The bid guarantees of all except the three lowest bidders will be returned within three (3) days after bid opening. The remaining bid guarantees will be returned as soon as SCPS has received a fully-executed contract, or within 75 days after bid opening, whichever occurs first.
- d) An attorney-in-fact who executes a bid guarantee must file with the guarantee a certified and dated copy of the written power of attorney which authorizes them to act. Such power of attorney shall be filed with the Clerk of Court for SCPS.
- e) In lieu of a bid bond, a bidder may furnish a cashier's check or cash escrow in the face amount required for the bid bond. If approved by SCPS attorney, a bidder may furnish a personal bond, property bond or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid bond. Approval shall be granted only upon a determination by SCPS attorney that the alternative form of

security proffered affords protection to SCPS equivalent to a corporate surety's bond.

5. Conditional Bids.

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

6. Time for Opening Bids.

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

If SCPS is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

7. Public Opening of Sealed Bids.

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

8. Public Inspection of Bids.

- a) Except as provided herein, or by applicable law, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.
- b) Cost estimates relating to a proposed procurement transaction, prepared by or for SCPS, shall not be open to public inspection.
- c) Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that SCPS decides not to accept any of the bids and to reopen the contract, postpone the contract or not contract at all. Otherwise, competitive sealed bid records shall be open to public inspection only after award of the contract.
- d) Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

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

9. Omissions and Discrepancies.

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

10. Bidder interested in more than one Bid.

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

11. Pricing.

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

- b) All prices submitted must be FOB Destination–Freight Prepaid and Allowed.
- c) The Contractor shall pay all sales, consumer, use and other similar taxes for the Work provided by the Contractor which are legally enacted at the time bids are received. SCPS is exempt from the payment of federal and State taxes. Therefore, prices bid by the Contractor to SCPS must be net, exclusive of taxes. In other words, SCPS pays sales tax on goods and materials incorporated into the Work; however, SCPS does not pay sales tax on the value of the construction contract, or subcontracts.
- d) Where there is an error in the extension of any unit prices set forth within a Bid, the unit price shall govern.

#### 12. Questions Concerning Contract Terms, Conditions, Specifications.

- a) Any information or requests relative to interpretation or clarification of contract documents, terms or conditions, specifications or plans shall be requested of the Procurement Manager or Issuing Authority, in writing, sufficiently prior to the date set for opening of bids to allow the Procurement Manager or Issuing Authority to evaluate and respond to the information or request for interpretation. Electronic submission is preferred. To be given consideration the request must be received more than five (5) working days prior to the date fixed for the submission of bids. Any material change will be submitted to all bidders through issuance of an addendum.
- b) No inquiries received by the Procurement Manager or Issuing Authority within five (5) working days of the date set for the opening of bids, will be given any consideration.
- c) Any material interpretation, as determined by the Procurement Manager or Issuing Authority, will be expressed in the form of an addendum to the specification, and will be sent to all prospective bidders. Oral answers given by any SCPS official, employee or representative to any inquiry or request will not be binding upon SCPS.
- d) SCPS shall not be responsible for ensuring any bidder's actual receipt of any addendum. The failure of a bidder to receive any addendum issued by SCPS shall not relieve the bidder from any obligation under its bid as submitted.

#### 13. Brand Name or Equal Items.

- a) Unless otherwise provided in the IFB, the name of a certain brand, make or manufacturer referenced in an IFB does not necessarily restrict bidders to the specific brand, make or manufacturer named; it conveys the general

style, type, character, and quality of the article desired, and any article which SCPS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted. It shall be the responsibility of the Bidder to obtain SCPS's written determination that a proposed alternative brand, make or manufacturer is the equal of that specified in the IFB, considering quality, workmanship, economy of operation and suitability for the purpose intended.

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

#### 14. Formal Specifications.

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

#### 15. Material Safety Data.

A material safety data sheet (MSDS) is required to be submitted to SCPS, for all chemicals proposed to be furnished in the performance of the services, or the provision of goods, which are the subject of this procurement transaction. The MSDS must identify each product by its common or chemical name, provide physical and chemical characteristics of any hazardous materials or hazardous components, list any known acute or chronic health effects, specify exposure limits, and list any necessary or recommended precautionary measures and emergency and first aid procedures.

#### 16. Award of Contract.

- a) SCPS shall award the contract to the lowest responsive and responsible bidder complying with all material provisions of the IFB, provided it is in the best interests of SCPS to do so. SCPS reserves the right to make multiple awards as a result of this contract.
- b) Unless canceled or rejected, a responsive bid from the lowest responsible bidder in a competitive sealed bidding process shall be accepted as submitted, except that if the bid from the lowest responsible bidder

exceeds available funds, then SCPS may negotiate with the low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to:

- i. Reduction of scope, goods, services, insurance, or construction procured.
- ii. Adjustment of the bid price.
- iii. Substitution of materials.
- iv. Changes in the period for project completion.
- v. The conditions and procedures for such negotiations shall be as set out in the Procurement Policies and Regulations Stafford County, Virginia, as last revised (“Stafford County Procurement Policy”).

Notwithstanding the foregoing, SCPS has the right to cancel any solicitation, to reject any or all bids, even after negotiations with the low bidder and to waive any informality in bids.

- c) Written notice of award of a contract to the lowest responsive and responsible bidder will be provided by SCPS to the successful bidder. A written award letter which has been faxed, e-mailed, mailed or otherwise furnished to the successful bidder within ninety (90) days after bid opening, or such other time for acceptance specified within the solicitation, shall be deemed to result in a binding contract, and the successful bidder shall not refuse to execute the contract documents.
- d) Public notice of award of the contract to the successful bidder shall be provided by SCPS by posting of written notice of the award on the [Commonwealth of Virginia’s e-procurement site, eVA](#) and [Stafford County’s website](#).

#### 17. Cancellation or Rejection.

SCPS may cancel or reject an invitation for bids and any or all bids received in response thereto.

#### 18. Waiver of Informalities.

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

#### 19. Determination of Responsibility.

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

- a) The ability, capacity or skill of the bidder to perform the contract or provide the services required;
- b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

- c) The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d) The quality of performance on previous contracts or services;
- e) The previous and existing compliance by a bidder with laws and ordinances relating to the contract or service;
- f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g) The quality, availability, and adaptability of the goods or services to the particular use required;
- h) The number and scope of any conditions attached to the bid;
- i) Whether the bidder is in arrears to SCPS on a debt or contract or is in default on a surety to SCPS, and whether the bidder's County taxes or assessments are delinquent;
- j) Such other information as may be secured by the Procurement Manager or Issuing Authority, having a bearing on the decision to award the contract.

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

## 20. Equal Opportunity.

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

## 21. Contractor's Form/Boilerplate Contracts.

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

#### **4. GENERAL TERMS AND CONDITIONS FOR ON-CALL CONSTRUCTION CONTRACTS**

##### **ARTICLE 1: THE CONTRACT DOCUMENTS**

- 1.1 **SCPS Disclaimer Of Warranty:** SCPS makes no representation or warranty, of any nature whatsoever, to the General Contractor concerning the documents for the Project. The General Contractor hereby acknowledges and represents that it has not, does not, and will not rely upon any representations or warranties by SCPS concerning such documents, as no such representations or warranties have been or are hereby made.
- 1.2 **Conflicts In Documents:** In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract For Construction, the following shall control:
- 1.2.1 As between figures given on plans and scaled measurements, the figures shall govern;
  - 1.2.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;
  - 1.2.3 As between plans and specifications, the requirements of the specifications shall govern;
  - 1.2.4 As between the General Terms and Conditions of the Contract and the plans or specifications, the General Conditions shall govern;
  - 1.2.5 As between the Construction Contract Form (or Purchase Order) and the General Terms and Conditions of the Construction Contract, the Contract Form (or Purchase Order) shall govern.
  - 1.2.6 As between the Supplemental Terms and Conditions and any General Terms and Conditions or the Contract Form, the Supplemental Terms and Conditions shall govern.
- 1.3 **Sufficiency of Construction Documents:** By its submission of Bid, the General Contractor acknowledges that it has received and carefully reviewed and evaluated the Construction Documents and agrees that the Construction Documents are complete, accurate, adequate, consistent, coordinated and sufficient for bidding, negotiating, costing, pricing and construction of the Project.

##### **ARTICLE 2: GENERAL CONTRACTOR'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

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

- 2.1.1. The General Contractor shall commence performance of its obligations under this Contract for Construction, upon receipt of a written Task Order in the form of a purchase order issued by SCPS.
- 2.1.2 The General Contractor shall not damage, endanger, compromise or destroy any part of the Work, Site, or any existing building elements. It is the General Contractor's responsibility to document any existing damage prior to commencing work. The General Contractor is responsible for any damage caused by its actions.
- 2.1.3 All services rendered by the General Contractor shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered.
- 2.1.4 The General Contractor shall, in the performance of its obligations under this Contract for Construction, cooperate and communicate with SCPS and all other persons or entities working for or with SCPS, as necessary for satisfactory and timely completion of the Project.
- 2.1.5 The General Contractor understands and acknowledges that the Scope of Work referred to in this Contract For Construction may be only part of the Project and that the Project may include the construction of other structures or other construction activities on the same Site. The General Contractor shall conduct all its activities so as not to interfere with the construction of, or other construction activities on the Site.
- 2.1.6 The General Contractor shall conduct all its activities so as not to interfere with ongoing business and other activities at the site.
- 2.1.7 The General Contractor shall be responsible for obtaining all licenses necessary to use any invention, article, appliance, process or technique, of whatever kind, and shall pay all royalties and license fees associated therewith.
- 2.1.8 The General Contractor shall deliver to SCPS, with SCPS as the obligee, Performance and Labor and Material Payment Bonds for 100% of each task order when the amount of the task order exceeds \$100,000.00. The surety shall be a surety company or companies approved by the Virginia State Corporation Commission to transact business in the Commonwealth of Virginia. A SCPS purchase order will be issued after receipt of the cost estimate and acceptance and approval of a performance and payment bond for projects that exceed \$100,000. Any work performed without receiving a purchase order is not authorized.

## 2.2 **Compliance With Governmental Requirements:**

- (i) The General Contractor shall comply with all applicable laws, statutes, codes, building codes, rules, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Work, the Project and the Site;
- (iii) The General Contractor shall give all notices required of it by governmental authorities relating to the Work, the Project, or the Site;

- (v) The General Contractor certifies that it does not and will not during the performance of the Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (vi) The provisions of all rules and regulations, in force in the Commonwealth of Virginia as of the date of this contract, shall apply to all Work under this Contract.
- (vii) The Virginia Uniform Statewide Building Code applies to the Work and is administered by the local Building Official. The Building Permit will be obtained by the General Contractor and paid for by the Contractor. All other permits, local license fees, business fees, taxes or similar assessments shall be obtained and paid for by the Contractor.
- (viii) The General Contractor, if not licensed as an asbestos abatement contractor, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors-
- (ix) The General Contractor, if not licensed as a lead abatement contractor, shall have all lead-related Work performed by subcontractors who are duly licensed as lead abatement contractors.
- (x) If the General Contractor violates laws or regulations that govern the Project, the General Contractor shall indemnify and hold SCPS harmless from and against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the General Contractor, the General Contractor shall indemnify and hold SCPS harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that result from such violation.

2.3 **Safety:** Safety shall be a prime concern of the General Contractor at all times. The General Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and performing construction, including Site safety and safety precautions and programs.

2.4 **Quality Control And Testing:** Unless otherwise provided in this Contract For Construction, SCPS shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Construction Documents. The General Contractor shall be responsible for the coordination of all tests and inspections and shall arrange for tests and inspections to be conducted as necessary to avoid any interference with the progress of Work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of Work when defective or deficient Work is found.

2.5 **Incident Reporting:** The General Contractor shall immediately notify SCPS, both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to Work and other significant occurrences.

- 2.6 **Hazardous Substances Notice:** The General Contractor shall immediately notify SCPS, both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to Hazardous Substances and petroleum releases) of which it becomes, or reasonably should have become, aware. If the General Contractor encounters environmental contamination (including but not limited to Hazardous Substances and petroleum releases), the General Contractor shall (i) immediately stop performance of Work or that portion of the Work affected by or affecting such contamination; (ii) secure the contaminated area against intrusion; (iii) not disturb or remove the contamination; (iv) not proceed, or allow any subcontractor or supplier to proceed, with any Work or other activities in the area affected by such contamination until directed to do so by SCPS; and, (v) take any other steps necessary to protect life and health.
- 2.7 **SCPS's Use of and Access to the Site:** The General Contractor shall perform the Work so as not to interrupt any ongoing business operations or other construction activities on the Site.
- 2.8 **Site Control And Cleanup:** During construction, the General Contractor shall maintain good order on the Site. The General Contractor shall maintain the Site in a reasonably clean condition during performance of the Work and shall periodically remove from the Site all construction debris. Upon completion of the Work, the General Contractor shall thoroughly clean the Site of all debris, trash, excess materials and equipment.
- 2.9 **Other:** The General Contractor will be responsible for any duties, obligations, and responsibilities as detailed herein.

### **ARTICLE 3: GENERAL CONTRACTOR'S PERSONNEL, SUBCONTRACTORS, AND SUPPLIERS**

- 3.1 **Project Staffing:** The General Contractor shall staff the Project with qualified individuals and entities responsible for its obligations and performance hereunder.
- 3.1.1 The General Contractor shall, in writing, on or before the Commencement Date of the Contract name a representative to serve as its primary communication contact with SCPS.
- 3.1.2 The General Contractor shall employ persons and/or sub-contractors skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals on the Project.
- 3.1.3 The General Contractor shall immediately remove from the Site, for the duration of the Project, any personnel, including personnel of any subcontractor, making an inappropriate racial, sexual or ethnic comment, statement or gesture toward any other individual.
- 3.1.4 The General Contractor shall immediately remove from the Site, for the duration of the Project, any personnel, including personnel of any subcontractor, who is incompetent or careless.

- 3.1.5 The General Contractor shall not perform any construction work unless he, and his sub-contractors, have obtained, and continue to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to relevant provisions of the Code of Virginia.
- 3.1.6 The General Contractor shall not perform any construction work unless he (i) has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of [Chapter 8 \(§65.2-800 et seq.\) of Title 65.2 of the Code of Virginia](#), 1950, as amended and (ii) provides prior to the award of contract, on a form furnished by the department, agency, or institution of the Commonwealth or political subdivision thereof, evidence of such coverage. Contractor shall not allow any subcontractor to perform any work on a SCPS construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

**3.2 Subcontractor / Supplier Contracts:**

- 3.2.1 The General Contractor shall engage each of its subcontractors and suppliers with written contracts which preserve and protect the rights of SCPS and include the acknowledgment and agreement of each subcontractor or supplier that SCPS is a third-party beneficiary of the contract. The General Contractor's agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of, this Contract For Construction, and upon request of SCPS, the General Contractor's subcontractors and suppliers will perform services for SCPS.
  - 3.2.2 The General Contractor shall include in its agreements with its subcontractors and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract For Construction that are included by reference in its written contract with the General Contractor, and that it will abide by those terms, conditions and requirements.
- 3.3 The General Contractor shall be fully responsible to SCPS for all acts and omissions of his agents and employees and all succeeding tiers of subcontractors and suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between SCPS and any subcontractor, supplier or other person, nor shall it create any obligation on the part of SCPS to pay for or to see to the payment of any money or monies due to any subcontractor, supplier or other person except as may otherwise be required by law.
- 3.4 The General Contractor shall be fully responsible for its invitees to and at the Site, and for those of its subcontractors, suppliers and their employees, including any acts or omissions of any such invitee.

- 3.5 The General Contractor agrees that it alone is responsible for all dealings with its subcontractors and suppliers.
- 3.6 The General Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

#### **ARTICLE 4: GOODS, PRODUCTS AND MATERIALS**

- 4.1 **Quality Of Materials:** The General Contractor shall furnish goods, products, materials, equipment and systems which:
- (i) comply with the requirements of this Contract For Construction;
  - (ii) conform to applicable specifications, descriptions, instructions, data and samples;
  - (iii) are new (unless otherwise specified or permitted) and without damage;
  - (iv) are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;
  - (v) are merchantable;
  - (vi) are free from defects; and,
  - (vii) beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.
- 4.2 **Installation And Use Of Materials:** All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier.
- 4.3 **Security For Work In Progress:** The General Contractor shall provide its own security for its Work in progress and for the goods, products, materials, equipment, systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work.

#### **ARTICLE 5: DOCUMENTS AND INFORMATION**

- 5.1 **Information From SCPS:** SCPS shall provide the General Contractor with information reasonably necessary to assist the General Contractor in performing its services including, if applicable:
- (i) the Site description;
  - (ii) SCPS's pertinent Project dates and key milestone dates.
- 5.2 **Sufficiency Of SCPS Information:** The furnishing of information by SCPS to the General Contractor shall not relieve the General Contractor of its responsibility to evaluate information and documents provided by SCPS. The General Contractor shall

timely notify SCPS in writing of any additional information needed or services required from SCPS in order for the General Contractor to perform the Work.

## **ARTICLE 6: SUBMITTALS**

- 6.1 **Processing Of Submittals:** The General Contractor shall in timely fashion review, approve if appropriate, and forward submittals to SCPS, via its CM, for review and approval along with such detail and information as SCPS and its CM requires. No part of the Work dealt with by a submittal shall be fabricated or performed by the General Contractor, except at his own risk, until such approval has been given.
- 6.1.1 The General Contractor shall perform all Work in accordance with approved submittals.
- 6.1.2 Submittals, when required, shall be forwarded to SCPS sufficiently in advance of construction requirements to allow reasonable time for review. Submittals shall be accompanied by a letter of transmittal which shall list the Project Title, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Each Submittal shall be clearly marked to show each item, component, and/or optional feature proposed to be incorporated into the Project and cross referenced to the plans or specifications.
- 6.1.3. The General Contractor shall check all Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note, in writing, any and all items which deviate from the requirements of the Contract Documents, and the reason(s) for deviation shall be included with the Submittal. Deviations shall be marked in bold face type or lettering and listed on a separate page or pages containing the heading “DEPARTURES FROM SPECIFICATIONS.”
- 6.1.4 If a Submittal indicates a departure from the requirements of the Specifications or other requirements of the Contract Documents, then SCPS may reject the Submittal; or, if it is deemed to have merit, may be approved or rejected as SCPS, in its sole discretion, sees fit. Any departure from the Contract Documents must be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate.

## **ARTICLE 7: GENERAL CONTRACTOR'S INSPECTION OF AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK**

- 7.1 **Rejection And Correction Of Work In Progress:** During the course of the Project, the General Contractor shall inspect and promptly reject any Work (i) which does **not** conform to the Construction Documents; or (ii) which does not comply with any applicable law, statute, code, building code, rule or regulation of any authorities and agencies having jurisdiction over the Project.
- 7.1.1 The General Contractor shall promptly correct or require the correction of all rejected Work and shall bear all costs of correcting such Work, including

additional testing and inspections and compensation for all services and expenses necessitated by such correction.

- 7.1.2 The General Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of SCPS or other trade contractors or subcontractors caused by the General Contractor's correction or removal of rejected Work.
- 7.2 **Covered Or Concealed Work:** If a portion of its scope of the Work has been covered, the General Contractor shall, if notified to do so by SCPS, uncover the designated portion for observation and then replace it.
  - 7.2.1 If the designated portion of the Work was covered contrary to the request of SCPS, or to requirements specifically expressed in the Construction Documents, the General Contractor shall receive no additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule.
  - 7.2.2 If the designated portion of the Work was covered in accordance with the contract documents and prior to a specific request by SCPS that it remain uncovered, the General Contractor shall receive additional compensation for the costs of uncovering and replacement or modification of the Construction Schedule(s) if the designated portion of the Work was found to be in conformance with the Construction Documents.

## **ARTICLE 8: CHANGE ORDERS AND CHANGES TO THE WORK**

- 8.1 **Proposed Change Order (PCO) Requests:** Any party to the construction process may request changes to the Work, compensation or applicable schedules.
  - 8.1.1 With respect to such requests for changes by the General Contractor, the General Contractor shall prepare and submit a PCO request to SCPS's CM.
  - 8.1.2 With respect to requests for changes by parties other than the General Contractor, the General Contractor shall promptly review and respond to any such PCO requests submitted by SCPS.
  - 8.1.3 When requested to do so, the General Contractor shall prepare and submit to SCPS's CM specifications or other data in support of a PCO request.
  - 8.1.4 Each PCO shall detail time and monetary impacts of the change, whether the change order is considered alone or with all other changes the course of the project.
- 8.2 **Administration Of Changes:** SCPS's CM will administer and manage all PCO requests and change orders.
- 8.3 **Design Changes:** SCPS will prepare required specifications and other supporting data as necessary in connection with minor changes, PCO requests and change orders.
- 8.4 **Compensation For Changes:** With respect to all change order requests involving credit to SCPS or additional compensation to the General Contractor, the General Contractor shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii)

review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the scope of the Work involved in the proposed change; and, (iv) provide a reasonable price quotation to SCPS.

- 8.5 **Performance Of Changes:** Upon receipt of an approved change order the General Contractor shall proceed to promptly perform the change in the Work. All changes in the Work shall be performed under applicable conditions of the Construction Documents.
- 8.6 **Disputes Regarding Changes:** If the General Contractor disputes a decision regarding: (i) whether a change has occurred; (ii) whether a change in the Work will result in adjustment of its compensation or applicable schedules; or (iii) the amount of any adjustment of compensation or applicable schedules, the General Contractor shall notify SCPS in writing of the dispute. Once placed in dispute the General Contractor shall nevertheless carry out the change, if directed so to do by SCPS. The General Contractor will not prejudice any claim that it may have with respect to that change so long as the General Contractor notifies SCPS in writing; however, failure to timely notify SCPS in writing shall constitute the General Contractor's waiver of any claim resulting from the change.
- 8.7 **Necessity For Signed Writing:** No act, omission or course of dealing shall alter the requirement that change orders must be in writing and signed by SCPS, and that change orders are the exclusive method for effecting any adjustment to the General Contractor's compensation or applicable schedules.
- 8.8 **Work Subject to Change Order.** Neither the General Contractor nor any subcontractor(s) shall commence any work which is, or by provisions of this Contract is required to be, the subject of a change order, unless and until the required Change Order has been fully executed by both SCPS and the General Contractor.

## ARTICLE 9: FINANCIAL CLAIMS AND LIENS

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

## ARTICLE 10: CONSTRUCTION ADMINISTRATION

- 10.1 **SCPS's Designated Construction Management Representative:** SCPS will designate a Construction Manager (CM) to the Project. The CM will be a SCPS employee. The CM shall act as SCPS's representative from the effective date of this Contract until completion of close-out and Project Completion.
- 10.1.1 **Communication:** Unless otherwise directed by SCPS, SCPS and the General Contractor shall communicate with each other in the first instance through the CM.
- 10.1.2 The CM will act as initial interpreter of the requirements of this Contract and as SCPS's advisor on claims.
- 10.1.3 **CM Rejection Of Work:** The CM, or SCPS, may disapprove or reject Work which does not comply with (i) this Contract For Construction including approved submittals; or (ii) applicable laws, statutes, codes, building codes, rules or regulations of any authorities and agencies having or asserting jurisdiction over the Project.
- 10.1.4 **Change Order Activities:** The CM will administer and manage all change order requests and change orders on behalf of SCPS.
- 10.1.5 **Pay Application Activities:** The CM will review applications for payment, including such accompanying data, information, and schedules as required to determine the amounts due to the General Contractor and shall authorize that payment be made by SCPS to the General Contractor.
- 10.1.6 **Submittal Activities:** The CM will initially review, approve, reject, or take other appropriate action on submittals (i.e., product data, samples, proposed equal materials or equipment and requested substitutions). When necessary, the CM will forward submittals to SCPS for additional review, approval, or rejection. All submittal approval or rejection will be transmitted from the CM to the General Contractor within fourteen (14) calendar days from the date of receipt. SCPS or CM will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Contract For Construction; and, (iii) SCPS's budgeted Total Project Construction Cost.
- 10.1.7 **CM Site Visits:** The CM will visit the Site with sufficient frequency for familiarization with the progress and quality of the Work.
- 10.1.8 **CM Evaluations:** The CM will review and evaluate the results of all inspections, tests and written reports required by this Contract For Construction and by any governmental entity having or asserting jurisdiction over the Project. The CM will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or when necessary, the CM will forward the test and inspection reports to SCPS for additional review, approval, or rejection. SCPS will promptly reject Work which does not conform to and comply with

testing requirements. All inspection and testing approvals or rejections will be transmitted from the CM to the General Contractor.

## **ARTICLE 11: INSPECTION, CORRECTION OF WORK, AND PROJECT CLOSE OUT**

- 11.1 **Substantial Completion:** Substantial Completion of the General Contractor's Work shall be deemed to have occurred on the first day on which both of the following circumstances exist: (i) the General Contractor's Work passes, or has passed, a Substantial Completion inspection, and (ii) the General Contractor has produced all required Substantial Completion documentation and items.
- 11.3 **Final Completion:** Final Completion of the General Contractor's Work shall be deemed to have occurred on the first day on which both of the following circumstances exist: (i) the General Contractor's Work passes, or has passed a Final Completion inspection, and (ii) the General Contractor has produced all required Final Completion close-out documentation and items.

## **ARTICLE 12: GENERAL CONTRACTOR'S WARRANTIES AND GUARANTEES**

- 12.1 **One-Year Warranty:** In addition to the warranties and guarantees set forth elsewhere in this Contract For Construction, for a period of one (1) year after the date of Substantial Completion, or the date of acceptance by SCPS, whichever is later, the General Contractor shall, upon request by SCPS, promptly correct all failures or defects in the Work.
- 12.2 **Express Warranties And Guarantees - General Contractor:** In addition to the warranties and guarantees set forth elsewhere herein, the General Contractor expressly warrants and guarantees to SCPS:
- (i) that the Work complies with the Construction Documents as well as all applicable laws, statutes, codes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project;
  - (ii) that all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and, (c) merchantable; and
  - (iii) that all management, supervision, labor and services required for the Work is and shall be in compliance with the requirements of this Contract For Construction, and that the Work is and shall be performed in a workmanlike manner.
- 12.3 **Express Warranties And Guarantees - Subcontractors And Suppliers:** The General Contractor shall require that each of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to SCPS and the General Contractor in a form identical to the warranties, guarantees and other undertakings set forth in this

Contract For Construction which warranties, guarantees and undertakings shall run to the benefit of SCPS, Related Parties, and the successors in interest and assigns of each, as well as the General Contractor.

- 12.4 **Non-Exclusivity And Survival:** The warranties and guarantees set forth in this Article, shall be in addition to all other warranties, whether express, implied or statutory, and they shall survive SCPS's payment, acceptance, inspection of or failure to inspect the Work, and review of the Construction Documents.
- 12.5 **Commencement Of Obligations:** Unless otherwise specified, all of the General Contractor's warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically-designated equipment required by the Construction Documents, shall begin on the actual date of Substantial Completion or the date of acceptance by SCPS, whichever is later.

### **ARTICLE 13: SCPS'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

- 13.1 **SCPS's Representative:** SCPS shall designate a Construction Manager (CM) to serve as SCPS's primary communication contact with the General Contractor.
- 13.2 **SCPS's General Duties**
- 13.2.1 SCPS shall timely compensate the General Contractor in accordance with this Contract For Construction.
- 13.2.2 SCPS shall secure and pay for all Project testing.
- 13.2.3 SCPS shall review documents prepared by the General Contractor in a timely manner and in accordance with schedule requirements.
- 13.2.4 SCPS shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the General Contractor, for any of the foregoing purposes, be deemed the agent of SCPS.

### **ARTICLE 14: GENERAL CONTRACTOR'S COMPENSATION**

- 14.1 **Unit Prices:** If any portion of the Contract Price is determined by the application of unit prices, the number of units contained in the General Contractor's Compensation Schedule is an estimate only, and the compensation to the General Contractor shall be determined by the actual number of units incorporated in, or required by, the Work.
- 14.2 **Invoicing Procedures:** In accordance with the procedures and requirements set forth in this Article, the General Contractor shall invoice SCPS and SCPS shall pay the General Contractor the Construction Contract Price. The General Contractor shall submit invoice(s) for completed work at project completion. Invoice amounts shall represent only work completed at the date of the invoice.
- 14.4 **Payment Procedures:** Payment will be made by SCPS within thirty days from the date of receipt of a properly formatted and approved invoice.

- 14.5 **SCPS's Right To Refuse Payment:** SCPS shall have the right to refuse to make payment of any invoice, and, if necessary, may demand the return of a portion or all of the amount previously paid to the General Contractor due to:
- (i) failure to perform its scope of the Work in compliance with the requirements of this Contract or any other agreement between the parties;
  - (ii) failure to correctly and accurately represent the work performed in a payment request, or otherwise;
  - (iii) performance of its scope of the Work at a rate or in a manner that, in SCPS's opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;
  - (iv) failure to use funds previously paid the General Contractor by SCPS, to pay General Contractor's Project-related obligations including, but not limited to, the General Contractor's subcontractors, material, labor, and suppliers;
  - (v) claims made, or claims likely to be made, against: (a) SCPS or (b) the property which is the subject of this Construction Contract;
  - (vi) loss caused by the General Contractor or the General Contractor's subcontractors, or suppliers; and,
  - (vii) the General Contractor's failure or refusal to perform any of its obligations to SCPS.
- 14.6 **Interest On Outstanding Amounts Due:** No interest shall accrue when payment is delayed due to a dispute between SCPS and the Contractor.
- 14.7 **Invoice Warranties And Guarantees:** The General Contractor expressly warrants and guarantees to SCPS that:
- (i) title to all goods, products, materials, equipment and systems covered by an invoice will pass to SCPS.
  - (ii) all goods, products, materials, equipment and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances; and,
  - (iii) no goods, products, materials, equipment or systems covered by an invoice have been acquired by the General Contractor, or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the General Contractor, or its subcontractors or suppliers.
- 14.8 **General Contractor's Signature:** The signature of the General Contractor on any invoice constitutes the General Contractor's certification to SCPS that (i) the General Contractor's services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract; (ii) the General Contractor has paid its subcontractors and suppliers, if any, their proportional share of all previous payments received from SCPS; and, (iii) the amount requested is currently due and owing.

- 14.9 **Compensation of General Contractor's Subcontractors and Suppliers.** The General contractor shall be responsible for all compensation to its subcontractors related with the work under this contract. SCPS shall have no obligation to pay, and shall not be responsible for payments to the General Contractor's subcontractors, employees, or suppliers.
- 14.10 **Final Payment:** Prior to becoming entitled to receive final payment, and as a condition precedent thereto, the General Contractor must achieve Final Completion.

## ARTICLE 15: SCHEDULE REQUIREMENTS

- 15.1 **Construction Schedule:** The General Contractor shall submit to SCPS a Construction Schedule, which shall include all pertinent dates and periods for timely completion of the Work.
- (i) the required Commencement Date, and the required dates of Substantial Completion and Final Completion;
  - (ii) any guideline and milestone dates required by SCPS;
  - (iii) any applicable subcontractor and supplier sub-schedules;
  - (iv) a submittal schedule which allows sufficient time for review of documents and submittals;
  - (v) required decision dates.
- 15.2 **Delay In Performance:** If at any time the General Contractor anticipates that performance of the Work will be delayed or in fact has been delayed, the General Contractor shall: (i) immediately notify the designated CM of the probable cause of and effect from the delay, and possible alternatives to minimize the delay; and (ii) take all corrective actions reasonably necessary to deliver the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates established by this Contract.
- 15.3 **Modifications To Time For Performance:** The General Contractor shall determine and promptly notify SCPS in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates established by this Contract, are necessary. No such adjustments shall be effective unless approved in writing by SCPS.

## ARTICLE 16: CONCEALED AND UNFORESEEN CONDITIONS

- 16.1 **Notification Regarding Unusual Conditions:** If (i) the General Contractor encounters concealed and unforeseen conditions, of an unusual nature, which affect the performance of the Scope of Work; or (ii) the site conditions vary from those indicated by the Construction Documents; and, (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the General Contractor, the General Contractor shall promptly, but in no event later than three (3) calendar days after first observance of such conditions, notify

SCPS before conditions are disturbed, to give SCPS an opportunity to observe the condition in its undisturbed state.

- 16.1.1 The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the General Contractor's cost of, or time required for, performance of its scope of the Work, the General Contractor's compensation or time for performance or both will be equitably adjusted.
- 16.1.2 All adjustments in compensation or extensions of time attributable to unforeseen site conditions shall be by change order. Change order requests must be made within fourteen (14) calendar days from the date of observation of the changed conditions.
- 16.1.3 The General Contractor's failure to notify SCPS as required by this Article shall constitute a waiver of any claims, of any nature whatsoever, arising out of or relating to such concealed or unknown condition.

## **ARTICLE 17: GENERAL CONTRACTOR'S RECORDS**

- 17.1 **Retention Of Records:** Except as otherwise specifically provided in this Construction Contract, the General Contractor shall keep and retain records performing to this Project, including, without limitation, copies of all specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings, electronic messages, transmissions or recordings, and other items which document the Project, its design, and its construction. The General Contractor shall maintain all such records for a period of five (5) years after the date of Final Completion, or for any longer period of time as may be required by law or good construction practice. If the General Contractor receives notification of a dispute or the commencement of litigation regarding the Project within this five (5) year period, the General Contractor shall continue to maintain all Project records until final resolution of the dispute or litigation.
- 17.2 **Access To Records:** Upon the request of SCPS, the General Contractor shall make its records available to SCPS (including, without limitation, SCPS's authorized or designated representatives), and to the representatives or agents of any state, federal or other regulatory authority requesting such records, during normal business hours.

## **ARTICLE 18: PROPRIETARY DOCUMENTS AND CONFIDENTIALITY**

- 18.1 **Nature And Use Of Information:** All information, documents, and electronic media furnished by SCPS to the General Contractor (i) belong to SCPS; (ii) are proprietary records of SCPS; (iii) are furnished solely for use on the Project; (iv) shall be kept confidential by the General Contractor; and (v) shall not be used by the General Contractor on any other project or in connection with any other person or entity.
- 18.2 **SCPS Ownership Of Information:** All information, documents, and electronic media prepared by or on behalf of the General Contractor for the Project shall be and remain the sole property of SCPS free of any retention rights of the General Contractor.

- 18.3 **Disclosure Of Information:** The General Contractor shall not disclose any information it receives from SCPS to any other person or entity except to the extent necessary to allow it to perform its duties under this Contract For Construction.
- 18.4 **Instructions To Employees:** Because it is difficult to separate proprietary and confidential information from that which is not, the General Contractor shall instruct its employees and agents to regard all information which is not in the public domain as proprietary and confidential.
- 18.5 **Non-Publication:** Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of SCPS's common law copyrights or other reserved rights.

## ARTICLE 19: INSURANCE REQUIREMENTS

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

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

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

### 19.2 **Proof Of Insurance:**

Prior to performance of any services on the Project, the General Contractor shall (i) have all required insurance coverage in effect; (ii) the General Contractor shall deliver to SCPS certificates of insurance for all lines of coverage. The General Contractor shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to SCPS; and (iii) and shall deliver to SCPS endorsements to the policies which require SCPS and its officials, officers, and employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability, and Auto Liability policies (if required by contract).

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

- 19.3 **Effect Of Insurance:** Compliance with insurance requirements shall not relieve the General Contractor of any responsibility to indemnify SCPS for any liability to SCPS, as specified in any other provision of this Contract For Construction, and SCPS shall be entitled to pursue any remedy in law or equity if the General Contractor fails to comply with the contractual provisions of this Contract For Construction. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.
- 19.4 **Waiver Of Subrogation:** The General Contractor hereby releases and discharges SCPS of and from all liability to the General Contractor, and to anyone claiming by, through or under the General Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.
- 19.5 **Specific Insurance Requirements:** The General Contractor shall purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia insurance policies containing the following selected types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from the General Contractor's performance or non-performance of services under this Construction Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the General Contractor or for whose acts it may be liable:

**19.5.1 Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and Employer's Liability Insurance** for the Contractor's employees engaged in the Work under this Contract, in accordance with statutory requirements of the Commonwealth of Virginia. All Contractor's employees engaged in Work under this contract shall be covered under this insurance, regardless of any waiver or exclusion allowed by law. The Contractor shall require each of his subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:  
\$100,000 per employee for Bodily Injury.  
\$100,000 per employee for disease  
\$500,000 per policy for disease  
The Worker's Compensation shall specifically include coverage in the state of Virginia, and the Employer's Liability Insurance policy shall include coverage for "all states" or "other states".

**19.5.2 Commercial General Liability Insurance** – This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such insurance shall include coverages "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions. This insurance shall name SCPS and its officials, officers, and employees and agents as "additional insureds" by endorsement to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to SCPS as an additional insured. SCPS shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor. The Policy shall have the following minimum limits:

\$1,000,000 Each Occurrence Limit  
\$2,000,000 General Aggregate Limit  
\$1,000,000 Personal and Advertising Injury Limit  
\$2,000,000 Products and Completed Operations Aggregate Limit  
\$5,000 Medical Expense Limit

This insurance shall include the following provisions and /or endorsements:  
The General Aggregate limit shall apply on a "per project" and on a "per location" basis;

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

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

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

**19.6 Protection From Claims:** The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;
- claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- claims for damages insured by personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by any other person for any other reason;
- claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

**19.7 Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of SCPS's sovereign immunity under law.

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

## **ARTICLE 20: SCPS'S RIGHT TO STOP WORK**

- 20.1 **Cease And Desist Order:** If the General Contractor fails to perform, refuses to perform, or fails to correct defective Work as required, or if the General Contractor persistently fails to carry out the Work in accordance with the Contract, SCPS may, by written notice, order the General Contractor to cease and desist performing the Work. Upon receipt of such instruction, the General Contractor shall immediately cease and desist as instructed by SCPS and shall not proceed further until the cause for SCPS's order has been corrected, until the cause no longer exists, or until SCPS instructs the General Contractor in writing to resume performance of the Work.
- 20.1.1 The General Contractor shall not be entitled to an adjustment in the time for performance, or the Contract Price, as a result of any order to cease and desist, because any such stoppage is considered to be the fault of the General Contractor.
- 20.1.2 The right of SCPS to stop the Work shall not give rise to a duty on the part of SCPS to exercise this right for the benefit of the General Contractor or any other individual or entity.
- 20.1.3 In the event SCPS issues instructions to cease and desist, and in the further event that the General Contractor fails and refuses within seven (7) calendar days to provide adequate assurance to SCPS that the cause of such instructions will be eliminated or corrected, then SCPS shall have the right, but not the obligation, to carry out the Work or any portion of the Work with its own forces, or with the forces of another contractor, and the General Contractor shall be responsible for the cost incurred by SCPS to carry out the Work.
- 20.1.4 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies SCPS may have against the General Contractor.

## **ARTICLE 21: APPLICABLE LAW AND DISPUTE RESOLUTION**

- 21.1 **Applicable State Law:** This Contract For Construction shall be deemed to be entered into in the Commonwealth of Virginia and SCPS, Virginia. The Contract shall, in all aspects, be governed by and interpreted under the laws of the Commonwealth of Virginia.
- Non-discrimination and Drug Free Workplace:** Every contract over \$10,000 shall include the provisions:

- (i) ***Non-discrimination Clause:*** During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
- (ii) ***Drug-Free Workplace Clause:*** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- (iii) This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

21.2 **Contract Claims, Submission to SCPS.** Contractual claims, whether for money or other relief, shall be submitted to SCPS in writing no later than sixty (60) days after final payment.

21.3 **Court Actions:** Except as expressly prohibited by law:

- (i) this contract and its terms, including but not limited to, the parties’ obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction’s choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Stafford County, or in the

United States District Court for the Eastern District of Virginia, Alexandria Division.

- (ii) the choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;
- (iii) the parties waive any right to assert the doctrine of forum *non conveniens* or to object to venue; and,
- (iv) the parties waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

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

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

## **ARTICLE 22: DAMAGES AND REMEDIES**

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

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

22.3 **General Indemnity:** To the fullest extent permitted by law the General Contractor shall secure, defend, protect, hold harmless, and indemnify SCPS from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged.

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

22.5 **Waiver Of Damages:** The General Contractor shall not be entitled to, and hereby waives any monetary claims and damages, of any nature whatsoever, arising from or related to any of the following: lost income, lost profits, lost financing, loss of reputation, lost business opportunities, loss of management or employee productivity or of the services of such persons; unabsorbed overhead, and principal office expenses.

5. **SPECIAL TERMS AND CONDITIONS**

A. **SCHOOL CONTRACTOR CERTIFICATION:** Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Stafford County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature on the bid, Contractor hereby certifies to the School Board of Stafford County that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

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

B. **CANCELLATION OF CONTRACT:** SCPS may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

C. **E-VERIFY PROGRAM:** The Contractor shall register and participate in the E-Verify Program to verify information and work authorization of its newly hired employees performing work pursuant to the contract. The contractor should attach to their bid a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify. E-VERIFY is free for employers and is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States.

D. **CONTRACT TERM AND RENEWAL:** The initial term of this contract shall be for a period of one year from the date of award with the option to renew for two (2) addition one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

1. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table one (<http://stats.bls.gov/news.release/cpi.t0.htm>) Urban Consumers (CPI-U), U.S. City Average, Services Unadjusted, for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.

2. At the time of the contract renewal, if costs to Stafford County Public Schools (SCPS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to SCPS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*
3. Documentation for pricing increases above the CPI-U cap must be provided as follows:
  - 3.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.
  - 3.2 For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.
  - 3.3 After reviewing the documentation provided, the Procurement Manager, may accept the increased costs or refuse them if they are considered to be excessive.
  - 3.4 If the Procurement Manager does not accept the increased cost of and SCPS originally awarded multiple contracts for these items/services, SCPS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.
  - 3.5 Alternatively, at its own discretion, SCPS may revise the contract requirements and issue a new solicitation.

E. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the [Virginia Department of Transportation Price Adjustment Indices for Asphalt](#). No price increases will be authorized for 90 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 90 days thereafter and only where verified to the satisfaction of SCPS and formalized by contract amendment. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Stafford County Public Schools.

Contractor shall give not less than 30 days advance notice of any price increase to the SCPS Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Stafford County Public Schools; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The Procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Procurement office.

F. CONTRACT ADMINISTRATOR/PROJECT MANAGER: The following employees of SCPS are identified to use all powers under the contract to enforce its faithful performances:

1. PROCUREMENT OFFICER: As the Procurement Officer, the following individual, or her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance:

Jennifer Stieffenhofer, Procurement Manager

2. CONTRACT ADMINISTRATORS/PROJECT MANAGERS: The following individuals will serve as SCPS Contract Administrators/Project Managers will be SCPS's points of contact for day-to-day operations under any contract resulting from this solicitation. These individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract. SCPS Contract Administrators/Project Managers cannot approve amendments or price changes:

Robert Adams, Director of Operations and Maintenance

Steve Rose, Project Manager

G. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by SCPS, whichever is sooner. SCPS, its authorized agents shall have full access to and the right to examine any of said material during said period.

H. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that SCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

I. CLEANING OF SITE: The Contractor shall at all time, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. The Contractor shall remove daily all waste materials, rubbish, tools, equipment, machinery, and surplus materials from and about the job, and the Contractor shall clean all building surfaces and leave the work area "broom clean".

J. CONTRACT PRICES:

Contract prices shall be in the form of a fixed delivered unit price for each item during the contract period and shall include all direct and indirect overhead cost such as transportation, supervision, general and administrative cost, etc., that may be imposed in fulfilling the terms of the contract.

All pricing shall include all labor, profit, overhead, travel, taxes, insurance and all other applicable fees and costs. All pricing shall include mobilization and demobilization of crew and equipment. Extra charges will not be allowed.

Contract prices for liquid asphalt adjustments will be accepted. The amount of adjustment applied based on the difference between the Virginia Department of Transportation (VDOT) contract Base Index and the VDOT Current Index for the applicable calendar month during which the work is performed.

The Contractor may be required to provide materials and subcontractor(s) related to fulfilling the requirements of the contract. This is considered supplemental work. If SCPS decides to engage the Contractor to perform supplemental work, SCPS and the Contractor will negotiate and reach a fair and reasonable price prior to the work, and SCPS will authorize the work in the form of a task order/purchase order or a change order/amendment. As part of this supplemental work, if the Contractor provides materials or subcontractors for items not already identified in the specifications and pricing schedule, the compensation will be based on the actual cost of the materials and subcontractors with an administrative fee not to exceed the fee in the Supplemental Work Pricing Schedule.

- K. COORDINATION OF WORK: The Contractor shall plan and coordinate all work through the SCPS Project Manager.
- L. EXTRA CHARGES NOT ALLOWED: The contract prices shall be for the complete delivery, ready for SCPS use and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.
- M. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized SCPS representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- N. GUARANTEE OF WORK: Except as otherwise specified, all work shall be guaranteed by the Contractor against defects to materials, equipment or workmanship from one (1) year from the date of final acceptance of the entire project by SCPS in writing.
  - 1. If, within the guarantee period, defects are noticed by SCPS which require repairs or changes in connections with the guaranteed work, those repairs or changes being in the opinion of SCPS rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms on the contract, then the contractor shall promptly upon receipt of notice from SCPS, such notice being given not more than two weeks after the guarantee period expires, and without expenses to SCPS.
  - 2. Place in satisfactory condition every particular all such guaranteed work and correct all defects therein;
  - 3. Make good all damage to the structure, site, equipment, or contents thereof, which is the result the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
  - 4. Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

5. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under the contract, he shall restore such work to a condition satisfactory to SCPS and guarantee such restored work to the same extent as it was guaranteed under such other contract.
6. If the Contractor, aft notice, fails to proceed promptly to comply with the terms of the guarantee, SCPS may have the defects corrected and the Contractor shall be liable for the expense incurred.

O. MEETINGS AND ADMINISTRATION:

A preconstruction meeting may be scheduled to be held within 10 working days after SCPS has issued the Purchase Order, if required by the Project Manager. Provide attendance by authorized representatives of the Contractor and Subcontractors.

Minimum Agenda:

1. Channels of Communications;
2. Construction Schedule;
3. Processing of Submittals, etc.;
4. Procedures for safety, security, quality control and related matters.

Project meeting will be held when necessary as established by SCPS.

- P. METHOD OF PAYMENT: The contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized SCPS official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

The contractor shall be paid 95% of the amount due of each progress payment, with the remaining 5% being retained to assure faithful performance of the contract. All amounts withheld shall be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

- Q. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared by the Contractor for SCPS pursuit to this solicitation and any resulting contract shall belong exclusively to SCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

- R. PERFORMANCE AND PAYMENT BONDS: The Contractor shall deliver to the Purchasing Department and executed AIA Form and Document A312 (or similar) Performance and Labor and Material Payment Bonds for 100% of each project (purchase order issued) when the amount that exceeds \$100,000.00, with Stafford County Public Schools as obligee. The surety shall be a surety company or companies approved by the Virginia State Corporation Commission to transact business in the Commonwealth of Virginia. No Payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Purchasing Department.

- S. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the Increase in the Consumer Price Index. No

price increases will be authorized for 365 days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the Procurement Manager. **However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to SCPS.**

Contractor shall give not less than thirty (30) days advance notice of any price increase to the Purchasing Office. Any approved price change will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to SCPS; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the Contractor’s suppliers.

The Procurement Manager will notify the budget holder and Contractor in Writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of material are required to be communicated immediately to the Procurement Manager.

- T. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. PROTECTION OF PERSONS AND PROPERTY: The Contractor expressly undertakes both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property, including SCPS’ employees and property and its own.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect SCPS’ property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of SCPS. The Contractor shall adequately protect adjacent property as provided by law and Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

In an emergency affecting the safety of life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from SCPS is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by SCPS, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.

V. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Procurement Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Office the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

W. USE OF PREMISES AND REMOVAL OF DEBRIS: The Contractor shall expressly undertake, either directly or through its Subcontractor:

To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises, at the location of the work, or with the work of any The Contractor;

To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of SCPS or any other The Contractor.

To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

To effect all cutting, filling, or patching of its work required to make the same conform to the plans and specifications, and except with the consent of SCPS Project Inspector, not to cut or otherwise alter the work of any other The Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work or by excavation; and

To clean up daily all refuse, rubbish, scrap materials and debris caused by its operation, or as necessary so that at all times the area of the work presents a safe, neat, orderly, and workmanlike appearance.

X. WARRANTY: Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following date of installation. Should any defect be noted by SCPS, the Project Manager will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to SCPS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refused to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtain an equitable adjustment in the contract price.

V. WORKSITE DAMAGES: Any damage to existing facilities or equipment resulting from the performance of this contract shall be repaired to SCPS satisfaction at the Contractor's expense.

6. **ATTACHMENTS**

ATTACHMENT A – BID FORM

ATTACHMENT B – VENDOR DATA SHEET

ATTACHMENT C – WORKERS COMPENSATION CERTIFICATE OF COVERAGE

ATTACHMENT D – SUPPLIER DIVERSITY

**ATTACHMENT A – BID FORM**

All costs required to complete all the work in accordance with the Specification/Scope of Work shall be included in the unit prices in the Pricing Schedule.

SCPS anticipates spending approximately \$50,000 between contract award and June 30, 2020, and approximately \$300,000 between July 1, 2020 and June 30, 2021. SCPS makes no guarantees regarding minimum spend. The approximate spend is provided for informational purposes only. Quantities in the Pricing Schedule are provided for bidding purposes only and do not represent actual project totals. Actual project task orders/purchase orders will be calculated by utilizing the Unit of Measurement (UOM) for each item per individual project requirements as defined by SCPS. SCPS will not be invoiced at prices higher than those stated in any contract resulting from this solicitation. Economies of scale may result for various reasons, and the Successful Bidder and SCPS may agree to proceed with task orders/purchase orders that include unit prices lower than the unit prices in the Pricing Schedule.

\*Extended price is calculated as follows: **Quantity (QTY) X Unit Price = Extended Price**

<b>TOTAL TURNKEY</b>					
<b>ITEM #</b>	<b>SCENARIO QTY</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>1</b>	500	Regular Silt Fencing: Furnish and Install to include maintenance and removal at completion of job.	Linear Feet (LFT)		
<b>2</b>	500	Super Silt Fencing: Furnish and Install to Include maintenance and removal at completion of the job.	LFT		
<b>3</b>	500	Construction Entrance: Provide a 75' x 12' entrance with a wash rack and filter cloth to include maintenance and removal at completion of the project.	EACH		
<b>4</b>	500	Orange Safety Fencing/Tree Protection: Furnish and Install for tree protection and safety to include maintenance and removal at completion of the job	LFT		
<b>5</b>	500	Gravel Inlet Protection: Furnish and Install to include maintenance and removal at completion of the job	EACH		
<b>6</b>	500	Check Dams: Furnish and Install to Install to include installation maintenance and removal at completion of the job	EACH		
<b>7</b>	500	Earth Diversion Dikes: Furnish and Install including temporary seeding and removal at completion of the job.	LFT		
<b>8</b>	500	Seeding: Furnish and Install Temporary Seeding	Square Yard (SQ YD)		
<b>9</b>	500	Seeding: Furnish and Install Permanent Seeding	SQ YD		
<b>10</b>	500	Topsoil: Stripping	Cubic Yard		

			(CU YD)		
<b>11</b>	500	Topsoil, Excess: Hauling and Disposal	CU YD		
<b>12</b>	500	Topsoil: Respread, 4" – 6" depth	CU YD		
<b>13</b>	500	Cut to Fill	CU YD		
<b>14</b>	500	Fill Material: Export Excess	CU YD		
<b>15</b>	500	Fill Material: Import Structural Fill Material, Place and Compact	CU YD		
<b>16</b>	500	Fine Grade Subgrade for Paved Areas, Concrete Areas, etc.	SQ YD		
<b>17</b>	500	Prep and Backfill Concrete Curb and Cutter	LFT		
<b>18</b>	500	Surveying	HOURS		
<b>UTILITY WORK</b>					
<b>19</b>	5	Provide Utility Crews with tools and equipment. Tools and Equipment to include but not limited to the following: Small Tools such as generator, hammer drill, chains, straps, lifting hooks. Equipment such as track excavator 45,000 LB class or larger, track loader or rubber tire loader, trench compactor, safety equipment such as trench boxes, manhole boxes, etc. Crews consisting of foreman with vehicle, operators for the equipment and three pipe layers. Based on an Eight (8) hour day.	DAYS		
	40		HOURS		

<b>TOTAL TURNKEY</b>					
<b>ITEM</b>	<b>EST QTY</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXT PRICE</b>
<b>20</b>	5,000	Form and Pour Curbing, VDOT Standard CG-6, CG-2, CG-7	LFT		
<b>21</b>	5,000	Form and Pour 4' thick concrete sidewalks or slabs.	SQ FT		
<b>22</b>	5,000	Form, Pour and Finish concrete steps, check walls, concrete retaining walls (Per VDOT Standard)	CU YD		
<b>23</b>	5,000	Form and Pour CG12 Handicap Ramp	EACH		
<b>24</b>	5,000	Prepare a sub-grade with 4' of compacted #21A or #57 stone underneath sidewalks, slabs, curb and gutter.	TON		
<b>ASPHALT SERVICES</b>					
<b>25</b>	500	Full Depth Asphalt Repairs: Mill and /or excavate existing pavement and replace with BM-25 base	SQ YD PER INCH		

		course asphalt (variable depth). Includes hauling and disposal of existing asphalt.			
<b>26</b>	500	Geotextile Strip Fabric: Furnish and Install with self-adhesive backing 12' wide	LFT		
<b>27</b>	500	Geotextile Blanket Fabric: Furnish and Install to include sweeping of existing pavement and PG-64-22 asphalt cement	SQ YD		
<b>28</b>	500	Asphalt: Furnish and install for parking lots, tennis courts, trails, etc., Consisting of BM-25 base asphalt, IM-19.0 intermediate asphalt and SM-9.5A surface course asphalt.	TON		
<b>29</b>	500	Milling: Mill existing asphalt to include but not limited to edge milling and milling of entire surface in addition to hauling and disposal of existing asphalt, weeping, clean-up.	SQ YD/ PER INCH		
<b>30</b>	5,000	Crack Filling: Furnish and Install - 1/2" to 1-1/2" inch width	LFT		
<b>31</b>	5,000	Sealer: Furnish and Install Sealmaster ® Sealer – 1 coat	SQ YD		
<b>32</b>	500	Sealer: Furnish and Install Sealmaster ® Sealer – 2 coat	SQ YD		
<b>33</b>	500	Sealer: Furnish and Install Sealmaster ® Sealer – 3 coat	SQ YD		
<b>PAINT MARKING SERVICES</b>					
<b>34</b>	50	Parking Space	PER SPACE		
<b>35</b>	25	Handicap per HP 1	PER SPACE		
<b>36</b>	25	Handicap per HP 2	PER SPACE		
<b>37</b>	100	Stop Bar	EACH		
<b>38</b>	5,000	Yellow Fire Lane Curbing	LFT		
<b>39</b>	100	Arrows	EACH		
<b>40</b>	500	4" Road Lines	LFT		
<b>41</b>	500	Double Road Lines	LFT		
<b>42</b>	500	4" Stencil – Per Character	EACH		
<b>43</b>	500	5" Stencil – Per Character	EACH		
<b>44</b>	500	12" Stencil – Per Character	EACH		

<b>45</b>	5,000	Removal of existing fire lane striping by means of high pressure water blasting.	LFT		
<b>46</b>	5,000	Furnish and apply semi-transparent yellow stain to concrete curbing as manufactured by Behr or approved equal.	LFT		
<b>SIGNAGE/BOLLARD</b>					
<b>47</b>	25	Stop	EACH		
<b>48</b>	25	Yield	EACH		
<b>49</b>	25	No Parking	EACH		
<b>50</b>	25	Handicap	EACH		
<b>51</b>	25	Bollards	EACH		
<b>52</b>	25	Wheel Block	EACH		
<b>53</b>	25	Post, 6" - &' long	EACH		
<b>54</b>	25	Post, 4" – Required length of SCPS standard handicap sign per SCPS SCSM	EACH		
<b>CONCRETE SERVICES</b>					
<b>ITE M</b>	<b>EST QTY</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASU RE</b>	<b>UNIT PRICE</b>	<b>EXT PRICE</b>
<b>55</b>	5,000	Remove and Dispose of existing concrete sidewalks or slabs 4" depth	SQ FT		
<b>56</b>	5,000	Remove and Dispose of existing CG-6 concrete curbing	LFT		
<b>57</b>	5,000	Form and Pour Curbing, VDOT Standard CG-6, CG-2, CG-7	LFT		
<b>58</b>	5,000	Form and Pour 4" thick concrete sidewalks or slabs	SQ FT		
<b>59</b>	500	Form, Pour and Finish concrete steps, check walls, concrete retaining walls (Per VDOT Standard).	CU YD		
<b>60</b>	5,000	Form and Pour CG12 Handicap Ramp	EACH		
<b>61</b>	5,000	Prepare sub-grade with 4" of compacted #21 or #57 stone underneath sidewalks, slabs, curb and gutter.	TON		
<b>62</b>	100	Surveying	HOURS		
<b>Total Base Bid (BASIS OF AWARD)</b>					

As described in the Instructions to Bidders, reference paragraph 3.B.4.b., each bid in excess of \$100,000 submitted in response to this IFB shall be accompanied by a bid bond in an amount equal to five percent (5%) of the total monetary amount of the bid.

<u>SUPPLEMENTAL WORK PRICING SCHEDULE</u>	
Material Administrative Fee:	
Subcontracting Administrative Fee:	

**NOTE TO PROSPECTIVE BIDDERS:**

- By submitting a bid, the bidder certifies:
  - I agree to abide by all conditions of this Invitation for Bid (IFB) and that I am authorized to sign this bid;
  - The accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Virginia Code § 18.2-498.1, et seq. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
  - That the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (Virginia Code § 2.2-3100, et seq.). Specifically, without limitation, no Stafford County Public Schools employee or a member of the employee’s immediate family shall have a proscribed personal interest in a contract; and that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (Virginia Code § 2.2-4367, et seq.), and any other applicable law as set forth therein.

**Name and Address Of Firm:**

	Date: _____
DBA _____	By: _____
	(Signature In Ink)
_____	Name: _____
	(Please Print)
_____ Zip Code: _____	Title: _____
E-mail Address: _____	Fax: (____) _____
State Corporation Commission ID # _____	Phone: (____) _____
<b>Virginia Contractor License No.</b> _____	

**ATTACHMENT B – VENDOR DATA SHEET**

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

1. Vendor’s Primary Contact:

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_ Years      \_\_\_\_\_ Months

3. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services. Include the length of service and the name, address, email and telephone number of the point of contact.

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

I certify the accuracy of this information.

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

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

**ATTACHMENT C – WORKERS COMPENSATION CERTIFICATE OF COVERAGE**

Per Virginia Code 2.2-4332 no contractor shall perform any work on a construction project for SCPS unless the contractor (i) has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ [65.2-800](#) et seq.) of Title 65.2 and (ii) provides prior to the award of contract evidence of such coverage.

Evidence of coverage must be provided prior to commencement of Work. This form must be completed and returned to SCPS.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia.  Yes  No  
Insurance Company \_\_\_\_\_  
Policy expiration date \_\_\_\_\_
- B. is self-insured for workers' compensation.  Yes

Signed by: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT D – SUPPLIER DIVERSITY**

**SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES**

It is an important business objective of the School Board of Stafford County to promote the economic enhancement of certified Small (S), Women-owned (W), Minority-owned (M), Micro (O), and Veteran-owned (V) businesses and employment services organization (ESO). The successful participation of diverse businesses in SCPS procurement transactions, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with SCPS in this important endeavor.

If you anticipate sub-contracting to any of these certified businesses in the performance of this contract, you are requested to individually report the total dollars for each business certification.

Complete the following information, and return this form with your bid.

1. If your company is a business certified by the [Virginia Department of Small Business and Supplier Diversity](#), select the check boxes applicable to your specific certification type:

- Small Business (S)
- Women-Owned Business (W)
- Minority-Owned Business (M)
- Micro Business (O)
- Veteran-Owned Business (V)
- Employment Services Organization (ESO)

Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

2. If your company is the Successful Bidder, what is the anticipated amount you intend to subcontract to each business certification type? If you do not intend to subcontract any work to others then place zeros in the spaces below, even if your company is a certified business.

- a. Total **S** Dollars to be Sub-contracted \$ \_\_\_\_\_
- b. Total **W** Dollars to be Sub-contracted \$ \_\_\_\_\_
- c. Total **M** Dollars to be Sub-contracted \$ \_\_\_\_\_
- d. Total **O** Dollars to be Sub-contracted \$ \_\_\_\_\_
- e. Total **V** Dollars to be Sub-contracted \$ \_\_\_\_\_
- f. Total **ESO** Dollars to be Sub-contracted \$ \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_

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

## ATTACHMENT E - EARTHWORK SECTION

### 1.1 CLEARING

1. Contractor shall remove from site all debris, trees, stumps, and roots necessary to perform work. All trees and stumps to be removed shall be taken out to a depth of (18) inches below existing grade and roots removed to a depth sufficient to prevent regrowth.
2. Areas where trees are to remain within limits of school property and off-site shall not be disturbed.
3. The Contractor must request approval from SCPS for removal of any trees beyond the indicated limits. This includes tree removal required for the construction of utility lines, fences, etc.
4. Individual trees and stand of trees to be retained within the limits of clearing shall be visibly protected with orange fencing visible to equipment operators.
5. Heavy equipment travel, storage, or stockpiles of any construction materials including topsoil shall not be permitted within the drip line of any tree to be retained.
6. Not materials harmful to vegetation shall be stored closer than 100 feet to the drip line of any trees to be retained. Paint, acid, nails, gypsum board, wire, chemicals, fuels, and lubricants shall not be disposed of in such a way as to injure vegetation.

### 1.2 DISPOSAL

1. Remove all brush, stumps, wood, and other refuse from trees to legal and permitted disposal facility off site.
2. No Burying of stumps or other debris will be allowed on site.
3. Remove all junk, trash, miscellaneous debris found within the limits of the property line.
4. Disposal by burning on site will not be permitted.

### 1.3 PROTECTION

1. Contractor shall be responsible for protection of tops, trunks and roots of existing trees on project site and off-site that are to remain. Existing trees on project site and off-site that are subject to construction damage shall be protected with fencing, or other approved means before any work is started shown on the contract drawings; remove tree protection when directed. Do not permit heavy equipment or materials stockpiles within branch spread of trees.
2. The contractor shall pay particular attention to and shall be very cautious while working in close proximity to adjacent properties and around the tree save areas within the easement. Contractor shall take all measures necessary to protect trees within the tree save areas

### 2.1 EROSION AND SEDIMENT CONTROL

1. The most recent version of the Stafford County Department of Utilities Water and Sewer Design and Construction Standards Manual and the Virginia Erosion and & Sediment Control Handbook (VESCH) shall be followed. Refer to these and plans for Erosion and Sediment Control Specifications.

2. No topsoil shall be spread in areas where site utilities are proposed until all site utilities are in place within that designated area.
3. At completion of grass and lawn areas to finish subgrade elevations, provide temporary seeding to control erosion and sediment.

Also, in incomplete areas left denuded more than 14 days, provide temporary seeding.

4. Temporary Seeding Schedule
  - Summer and Fall seeding: use Annual Rye grass at rate of 100 lbs. per acre.
  - Winter and Spring seeding: using millet at rate of 100 lbs. per acre.

## 2.2 MAINTENANCE

1. Maintain erosion and sediment control measures in an operative condition throughout entire period of construction contract in accordance with the most recent version of the Virginia Erosion and Sediment Control Handbook (VESCH).
2. Contractor shall be responsible for removing silt to maintain an effective silt collector. Removed silt shall be hauled from the site. Unsightly trash and waste material accumulating shall be removed.
3. Perform work in such a manner as to prevent washing any soil, silt or debris onto adjacent properties. Contractor shall be held responsible and financially accountable for any damage incurred.
4. Upon establishment of grass on all slopes and other grass areas, collected silt shall be removed and erosion and sediment control shall be removed at appropriate time during construction process as determined by SCPS Inspection.
5. Construction entrance with wash rack shall be installed and maintained in a condition which will prevent tracking or flowing of sediment onto public right-of-way. This will require periodic top dressing with additional stone or additional length as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto offsite areas must be removed immediately. Additional “Contraction Entrances” may be required at various locations as the construction progresses. Additional locations shall be as approved by SCPS.

If conditions on site are such that majority of mud is not removed by vehicles traveling over gravel, then tires of vehicles must be washed before entering a public road. Wash water must be carried away from entrance to a settling area to remove sediment.

## 3.1 BACKFILL AND FILL MATERIALS

1. Satisfactory Soils: Satisfactory Soils are low plasticity soils, free of topsoil, peat, vegetable matter, debris, waste, frozen material, and other deleterious matter. The following table stipulates maximum allowable values for Liquid Limit (LL) and Plasticity Index (PI) of suitable materials to be used as fill or backfill in the areas specified:

LOCATION	LL	PI
Site Concrete, and Pavement Areas*	45%	20%
Green Acres, Excluding Slopes	No Maximum Values	

Fill Slopes steeper than 4.5:1	45%	20%
Fill Slopes 4.5:1 or flatter	55%	30%

\*Includes an area 10 feet beyond Areas of Site Concrete and Pavement to extend at a 1:1 slope for fill greater than 10 feet.

2. Unsatisfactory Soils: Unsatisfactory Soils are soils that do not meet all of the requirements for Satisfactory Soils, and should not be used as Select Fill under any circumstances.
3. Unstable Soils: Unsatisfactory Soils are soils meeting the requirements of Satisfactory Soils that are unstable in their current condition due to excess moisture contents causing subgrades to deflect, pump, or rut during proofrolling operations, or are too wet to permit compaction. However, the unstable soils are of such a nature that when dried by either disking or scarifying, and air drying and the recompacted become satisfactory.
4. Backfill and Fill Materials: Provide satisfactory soil materials for backfill and fill, free of debris and waste, frozen material, vegetable matter, and other deleterious matter and meeting the requirement for satisfactory soils. Use excavated material that has been sampled, tested and approved as satisfactory material. Backfill excavations as promptly as work permits. Test, obtain approval, and record locations of underground utilities. Soil used as backfill adjacent to any utilities shall not contain any particles larger than 1 inch in its greatest dimension. The following table stipulates maximum allowable size rock to be used as structural fill or backfill in areas specified:

LOCATION	SIZE OF GREATEST DIMENSION
Site Concrete, and Pavement Areas, Upper Five (5) Feet*	4 inches
Site Concrete, and Pavement Areas, Below Upper Five (5) Feet*	12 inches
Green Areas, Excluding Slopes	36 inches
Fill Slopes	4 inches

\*Includes an area 10 feet beyond area of Site Concrete and Pavement to extend at a 1:1 slope for a fill greater than 10 feet.

Due to size of material, visual inspection (proofrolling instead of compaction testing) may be necessary during earthwork operations.

5. In the presence of Stafford County Public Schools Geotechnical Engineer or his representative proofroll all subgrades. Proofrolling shall be performed on all subgrades which will receive fill placement and on all pavement and structures subgrades. When required by Geotechnical Engineer proofroll intermediate and final fill subgrades. Proofroll with a heavily Geotechnical Engineer Proofroll intermediate and final fill subgrades. Proofroll with a heavily loaded dump truck (20-25 ton) or similar approved equipment during earthwork operations to locate all unstable areas. Make at least four systematic passes over each area, first and third passes perpendicular to other two during each proofroll test. Any areas of fill that pump, deflect, or rut and continue to do so after several passes of the proofroller shall be undercut to firm soils and replaced with compacted satisfactory soil material as required, at no additional cost to Owner.
6. General Fill: Ripped and Blast rock (not meeting maximum allowable size rock of Backfill or Fill materials) and high plasticity soils (not meeting plasticity requirements of Backfill or

fill Materials) may not be used onsite in their present state without modification (chemical or other).

#### 4.1 EXCAVATION

1. Ground Surface Preparation: Remove vegetation, debris, unstable soil materials, obstructions, and deleterious materials from ground surface within areas to be graded prior to placement of fills. Plow, strip, or break-up surfaces so that fill material will bond with existing surface. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content and compact to required depth and percentage of maximum density.

Excavate to grades shown on drawings or as directed by Owner's Representative.

Rough Grading of Areas within Project, including cut and fill sections and adjacent transition areas, shall be reasonably smooth, compacted and free from irregular surface changes. Degree of finish shall be that ordinarily obtainable from either blade-grader or motor patrol except as otherwise specified. Provide finished subgrade surface for grassed area generally shall be not more than 0.2 feet above or below established grade or approved cross section.

Tolerance shall not exceed 0.10 feet above or below established subgrade. Finish all ditches, swales and gutters to drain readily. Unless otherwise indicated on drawings, evenly slope subgrade to provide drainage away from building pad in all directions at a grade not less than ¼ inch per foot. Provide rounding at top and bottom of banks and at other breaks in grade.

Proofroll constructed cut areas with a heavily loaded dump truck (20-25 ton) or similar approved equipment during earthwork operations to locate all unstable areas. Make at least four systematic passes over each area, first and third passes perpendicular to other two during each proofroll test. Should any unstable or unsatisfactory soils be encountered below pavement or structures, remove unstable or unsatisfactory material to stabilized earth or to a depth as directed by the Geotechnical Engineer, and fill with satisfactory soils material or VDOT No. 3 or No 57 stone as directed by Geotechnical Engineer to subgrade level. See Section 4.1 Paragraph 6. Where removal of unstable materials in cut areas is encountered or due to fault or negligence of Contractor in his performance of earthwork and site grading operations, excavate resulting unstable material and replace with compacted satisfactory material as required.

2. Excavation consists of removal and disposal of all materials encountered to obtain required subgrade elevations, including earth, and other materials encountered that are not classified as rock, rock excavation or unauthorized excavation.
3. Rock excavation consists of removal and disposal of materials encountered that cannot be excavated without continuous and systematic drilling and blasting. SCPS does not anticipate that the need for blasting will arise during the performance of this contract.

When rock is encountered in grading, it shall be removed to depths as follows:

1. Under concrete or pavement areas, to 6" below subgrade for such areas including utility trenches.

2. Under lawn and planted areas – 12” minimum below subgrade including utility trenches.

Blasting may be done only when authorized by SCPS. When explosives are used, execute work by experienced powder men or persons who are licensed or otherwise authorized to use explosives. Explosives shall be stored, handled and used in accordance with local regulations and with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America, Inc. Correct any damage of foundations or other work caused by use explosives at Contractor’s expense.

In all cases where blasting is used, it shall be performed by a contractor qualified by training and experience to safely perform the blasting. All blasting, including storage and handling of blasting supplies, shall be performed in strict accordance with OSHA and other applicable safety regulations.

Not less than two (2) weeks prior to commencing drilling and blasting operation, or at any time the Contractor proposes to change the drilling and blasting methods, the Contractor shall submit a “Blasting Plan” to SCPS for review. The blasting plan shall contain the full details of the drilling and blasting patterns and controls the Contractor proposes to use for both the controlled and production blasting. The blasting plan shall contain the following minimum information:

- 1) Station limits of proposed shot.
- 2) Plan and section views of proposed drill pattern including free face, burden, blasthole spacing, blasthole diameters, blasthole angles, lift height, and subdrill depth.
- 3) Loading diagram showing type and amount of explosives, primers, initiators, and locations and depth of stemming.
- 4) Initiation sequence of blastholes including delay times and delay system.
- 5) Manufacturer’s data sheets for all explosives, primers, and initiators to be employed.

The blasting plan submittal is for quality control and record keeping purposes. Review of that blast plan by SCPS shall not relieve the Contractor or his responsibility for the accuracy and adequacy of the plan when implemented in the field.

The Contractor shall observe the entire blast area for a minimum of five (5) minutes following a blast to guard against rock fall before commencing work in the cut.

SCPS shall, at all times, have the authority to prohibit or halt the Contractor’s blasting operation if it is apparent that through the methods being employed a safety hazard exists or may be created.

The Contractor shall arrange for a preblast survey of any nearby buildings, structures, and utilities which may potentially be at risk from blasting damage. The survey method used shall be acceptable to the Contractor’s insurance company. The Contractor shall be responsible for any damage resulting from blasting. The preblast survey records shall be made available to SCPS for review. Occupants of local building shall be notified by the Contractor prior to the commencement of blasting.

The ground vibrations shall be controlled by the use of properly designed delay sequences and allowable charge weights per delay. Allowable charge weights per delay shall be based on vibration levels which will not cause damage. The allowable charge weights per delay shall be established by carrying out trial blast and measuring vibration levels. The trial blasts may be carried out at the Contractor's discretion and modified as required to limit ground vibrations to a level which will not cause damage.

Whenever vibrations damage to adjacent structures is possible the Contractor shall monitor each blast with an approved seismograph located, as approved, between the blast area and the closest structure subject to blast damage. The seismograph used shall be capable of recording particle velocity for three mutually perpendicular components of vibration in the range generally found with controlled blasting.

Peak particle velocity of each component shall not be allowed to exceed the safe limits of the nearest structure subject to vibration damage. Data recorded for each shot shall be furnished to SCPS prior to the next blast and shall include the following:

- 1) Identification of instrument used.
- 2) Name of qualified observer and interpreter.
- 3) Distance and direction of recording station from blast area.
- 4) Type of Ground at recording station and material on which the instrument is sitting.
- 5) Maximum particle velocity in each component
- 6) A dated and signed copy of photographic records of seismograph readings.

STRUCTURE TYPE	Maximum Peak Particle Velocity (inches per second)
Standard Construction Timber Frame, Brick, and Concrete Buildings	1.0
Steel Structures	2.0
Buried Utilities	2.0
<b>Reinforced Concrete Structures:</b>	
Fresh Concrete (less than 24 hrs. old)	0.1
Concrete (1 to 3 days old)	0.5
Concrete (3 to 7 days old)	1.0
Concrete (greater than 7 days old)	2.0

Before the firing of any blast in areas where flying rock may result in personal injury or unacceptable damage to property or the work, the rock to be blasted shall be covered with approved blasting mats, soil, or other equally serviceable material, to prevent flyrock.

4. Unauthorized Excavation: Unauthorized excavation consist of removal of materials beyond indicated subgrade elevations without specific direction of SCPS. Where excess unauthorized excavation takes place beyond indicated lines, or grades, the Contractor shall fill at no extra cost to SCPS to the indicated subgrades as follows:

1. Where slabs are to be constructed, use Compacted Structural Fill as specified herein (refer to Section 3.1.1) and as directed by the Geotechnical Engineer.
5. Backfill and Compact authorized excavations as specified for authorized excavations of same classification, unless otherwise directed by SCPS.
6. Removal of Unstable Undisturbed Original Natural Soil or Rock Materials: Excavate unstable soils or rock materials encountered to additional depth as shown on plan or as directed by Geotechnical Engineer. All undercut required beyond design subgrade elevations shall be an additional cost to the contract.
7. Locate temporary stockpiling of excavation as approved by SCPS.
8. Construct storage piles to freely drain surface water.

4.2 DEWATERING

1. Perform earthwork and site grading in a manner to prevent surface water and subsurface or ground water from flowing into excavations, and to prevent water from flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove all water from excavations using dewatering methods which will prevent softening and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, sumps and suction and discharge lines, and other dewatering system components necessary to convey water away from site. Rectify any damage to property as a result of construction operations by Contractor at Contractor's expense.
2. Should any springs or running water be encountered in excavation, notify SCPS. Contractor shall provide temporary free discharge of water by trenches and drain to an appropriate point of disposal as directed. Contractor shall provide temporary drainage facilities to minimize flow of water onto adjacent property at no cost to Owner. Water shall be discharged at points in such a manner as to prevent erosion.

4.3 FILL OPERATIONS

1. Before placing fill material, remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be backfilled. Prior to placing fill material, scarify sub-surface of ground to a depth of 6". Moisture content of loosened material shall be such that it will readily bond with first layer of fill material (see Section 4.1). Remove unstable subsoil as specified herein before placing fill material. (See Section 4.1 Paragraph 6).
2. All fill materials shall be free from roots, debris, trash and unsuitable materials.
3. The moisture content of the fill soils should be maintained within plus or minus 3 or 5 percent of the optimum moisture content determined from the Proctor density test and outlined with in the following table. This provision shall require the Contractor to dry the soils during periods of wet weather or wet the soils during the hot summer months. The following table stipulates the Moisture Content Range from optimum in areas specified:

LOCATION	MOISTURE RANGE
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Site Concrete and Pavement areas*	+/- 3%
Green Areas, Excluding Slopes	+/- 5%
Fill Slopes	+/- 3%

\*Includes an area 10 feet beyond Areas of Site Concrete and Pavement to extend at a 1:1 slope for fill greater than 10 feet.

4. The fill surface must be adequately maintained during construction in order to achieve an acceptable compacted fill. The fill surface shall be sloped to achieve sufficient drainage and to prevent water from ponding on the fill. If precipitation is expected while fill construction is temporarily halted, the surface should be rolled with rubber tired or steel drummed equipment to improve surface run-off as directed by the Geotechnical Engineer. If the surface soils become excessively wet or frozen, fill operations should be halted and the Geotechnical Engineer should be consulted for guidance.
5. Slope fill placement against or adjacent to existing slopes shall be benched into the present soils. This is necessary to provide an adequate interface between newly placed fill and existing soils.
6. Fill under concrete and pavement areas shall not contain humus. Stones larger than 4" maximum dimension shall only be allowed in accordance with Section 3.1.4. Place material in successive horizontal layers in loose depths as specified, for full width of cross section. Deposit fill in layers not more than 8 inches thick for material compacted with heavy compaction equipment, 4" layers for material compacted with walk behind rollers and tampers.
7. Thoroughly compact each layer by rolling a pneumatic tamping. Bring finished subgrade to elevations indicated and slope to drain water away from building walls. Fill to required elevations any areas where settlement occurs.
8. During operation of making fills adjacent to buildings, approved self-powered sheeps-foot and steel drum types of rollers shall be in continuous operation. At no time shall any piece of equipment for compaction purposes be used for other than compaction of material and all earth moving operations shall cease for any reason that compaction equipment is stopped or not onsite.

Prior to beginning of any excavation what so ever, grading contractor shall have Site, approved types rollers which he shall, in presence of Owner's Representative and Geotechnical Engineer, remove any inspection places necessary to verify presence of fluids or ballasts for weight. These pieces of equipment shall be demonstrated and proven in satisfactory condition prior to making any fills, stripping any topsoil or any grading whatsoever.

9. Before compaction, moisten or aerate each layer to the extent necessary to provide optimum moisture content of soil in accordance with Section 4.3.3. Compact each layer to required percentage of maximum density for each area classification. Do not place backfill or fill material on surfaces that are unstable, muddy, frozen, or contain frost or ice.

10. The fill shall be spread evenly by mechanical equipment and by manual means above the approved (compacted) subgrade and shall be thoroughly mixed and spread in lifts as specified. Beginning with the lowest areas, lifts shall be built up in the horizontal layers as nearly even as practical to prevent the thickness of lift from exceeding that specified.
11. Each later shall be free of ruts and shall meet compaction requirements before a succeeding layer is placed.
12. Where fill is to be constructed on an existing slope, the slope shall be benched and keyed to the width and depth shown on the drawings or as directed by the Geotechnical Engineer.
13. Where topsoil or fill is to be placed on cut slopes, the slope subgrades shall be adequately scarified in a direction perpendicular to the fall line of the slope to allow sufficient bonding of the topsoil or fill and the in-situ soils.
14. No fill materials shall be placed when either the fill material or the previous lift or subgrade on which it is placed is frozen. In the event that any fill which has already be placed, or the subgrade, shall become frozen, it shall be scarified and recompacted, or removed, to the satisfaction of the Geotechnical Engineer before the next lift is placed. Any soft spots resulting from frost or anything shall be removed and recompacted with unfrozen fill to the satisfaction of the Geotechnical Engineer before new material is placed.
15. Before filling operations begin, representative samples of each proposed fill material shall be collected and tested to determine maximum dry density, optimum moisture content, natural moisture content, gradation, and plasticity of soil. These tests are needed for quality control during construction and also to determine if the fill material is acceptable. Use fill in accordance with the test results.

#### 4.4 SOIL DENSITY

1. “Percentage of Maximum Density” Requirements

Unless otherwise indicated on plans provide not less than following percentages of maximum density of soil materials, compacted at optimum moisture content for each layer of soil of soil material-in –place. Determine density by Standard Proctor Method (ASTM D-698).

2. Compact each layer of fill under Site Concrete and Pavement area by rolling or tamping to 95% of maximum density at optimum moisture content, and not less than 90% under lawn and planting area and further outlined within the table shown below. Accomplish ASTM D-698 Compaction by use of power rollers, sheepsfoot rollers, machine tampers, or other mechanical equipment approved by SCPS. When necessary, soil shall be moistened, or allowed to dry to correct moisture content before compaction. The following table stipulates the compaction percentages of maximum dry density in accordance with Standard Proctor Test ASTM D-698 in areas specified:

LOCATION	% COMPACTION
Site Concrete and Paving Areas*	95
Green Areas, Excluding Slopes	90

Fill Slopes	95
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\*Includes an area 10 feet beyond Areas of Site Concrete and Pavement to extend at a 1:1 slope for fill greater than 10 feet.

#### 4.5 COMPACTION

##### 1. General

- a. Perform compaction of soil material using suitable soil compaction equipment for materials to be compacted and work area locations.
- b. Control soil compaction during construction for compliance with percentage of maximum density specified for each area classification.

##### 2. Compaction Equipment

Use self-powered sheepsfoot rollers, self-powered steel drum rollers, tamper rollers and vibrating tampers, capable of obtaining required density throughout entire layer being compacted.

##### 3. Moisture Controls

- a. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of subgrade, or layer of soil material, in such a manner as to prevent free water appearing on surface during or subsequent to compaction operation. Acceptable moisture content will be plus or minus 3% or 5% (refer to 4.3.3) from Optimum as determined by ASTM D 698.
- b. Remove and replace, or scarify and air dry to extent required, any soil material that is too wet to permit compaction to specified percentage of maximum density.

#### 4.6 GRADING

1. Uniformly grade all area within limits of site grading under this section, including adjacent transition areas. Smooth finished surface compact with uniform levels of slopes between such points where elevations are shown, or between such points and existing grades. Fill low areas resulting from removal of unsatisfactory soil materials, obstructions, and other deleterious materials with approved soil material. Shape to line, grade, and cross section as shown on drawings. Final grading shall provide proper drainage away from buildings. Do not disturb after completion of proof rolling.

#### 4.7 MAINTENANCE

1. Protection of Graded Areas: Protect newly graded areas from traffic and erosion, keep free of trash and debris.
2. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction. Use hand tamping for recompaction over underground utilities.

#### 4.8 TESTING

1. Owner shall employ a testing laboratory to perform field and lab test of fill materials and operations. Testing laboratory shall perform test as directed by SCPS, frequency of which will be establish a minimum of one week prior to beginning of fill placement. Contractor will be responsible for notifying testing laboratory of progress of work in adequate time to allow scheduling of personnel. Testing will be performed at surface of existing grades or cut areas as well, and this should not be overlooked in notifying laboratory. Testing laboratory will be responsible for verbally informing Contractor of test results immediately upon completion, so unnecessary delay is eliminated and unsatisfactory work is not covered up. Continued progress of Work shall not relieve Contractor of responsibility of complying with specification requirements. Contractor shall obtain from the Geotechnical Engineer a written certification that fill and compaction was completed with accepted materials in accorded with specification and ASTM Requirements.

**END OF EARTHWORK SECTION**

## ATTACHMENT F - SEWER AND UTILITIES SECTION

### 1. GENERAL

- A. Standard construction details, specifications, and the construction standards of the most recent versions of the Stafford County Department of Utilities Water and Sewer Design and Construction Standards Manual, and the Virginia Department of Transportation requirements shall be followed unless specific deviation therefrom is authorized in writing, by SCPS, or unless specific deviation is shown on approved plans.
- B. Construction of sewer and appurtenances shall be in accordance with plans and with specifications contained herein. Good workmanship and standard construction procedures shall be applied.
- C. Shop drawing submittals for all materials specified in this section shall be provided to SCPS in accordance with these specifications.

### 2. TRENCHING, BEDDING AND BACKFILLING:

- A. The trench walls above the top of the pipe may be sloped or the trench above the top of the pipe may be widened as necessary for placing sheeting and bracing. It is desirable to keep all trench walls vertical, if possible, and before sloping the walls the Contractor shall obtain SCPS's permission to do so. Excavation in ditches and at manholes and similar structures shall be kept free of water at all times until the pipes have been laid, properly jointed and backfilled. No trench shall be opened until adequate pumping equipment is available to dewater the trench, should this be required.
- B. Trenches for sewers and drains shall be excavated to the alignment and depths required to allow installment of pipes as shown on the plans. Grade the trench bottoms to provide a smooth, firm, and stable foundation free from rock points throughout the length of the pipe. The elevations shown on the plan are the inside flow line of the pipe, and the trench shall be excavated so as to provide for the pipe and bedding thicknesses below these grades. The lengths shown on the plan are center-to-center of structure.
- C. All sanitary sewer pipes shall be bedded in compacted granular material. The granular material shall be a crushed stone which will pass a ¾" sieve, but will be retained on a No.4 sieve. The granular bedding shall have a minimum thickness of 6 inches under the pipe, and extend 1/2Dup the pipe barrel at the sides.
- D. Reinforced concrete storm sewer pipe shall be bedded in compacted granular material. The granular material shall be a crushed stone which will pass a ¾" sieve, but will be retained in a No. 4 sieve. The granular bedding shall have a minimum of 6" under the pipe and extend 6" up the pipe barrel at the sides.
- E. If any excavation is caused by the Contractor's error or whatever the exaction is carried beyond or below the lines and grade shown on the plans- the Contractor shall at his own expense refill all such excavated space with such approved material and in

such a manner as may be directed by SCPS in order to insure the stability of various pipe lines or structures. Space excavated without authority shall be refilled with VDOT Class "B" concrete or with crushed stone or other approved material as ordered and as directed at the Contractor's expense.

- F. All trenches and excavation shall be properly sheeted and braced, where necessary for the safety of personnel or the protection of the work, or to maintain the maximum trench widths specified or to prevent the disturbance or settlement of adjacent foundations and structures, or as required by the local authorities. Where necessary, bracing shall be so arranged as not to place any stress on portions of the completed work until the general construction thereof has proceeded far enough to provide ample support. Loss of life; injury to personnel; or damage to new or existing structures, slides, caves or other causes due the failure or lack of sheeting or bracing, or improper bracing, shall be the Contractor's responsibility and shall be repaired at his own expense. No payment will be made for sheeting and bracing.
- G. Backfill around and immediately over the pipe with select material free from stones, etc., compact carefully and then balance of the backfill shall with excavated material approved by SCPS Geotechnical Engineer. Material shall consist of sandy clay, sand and gravel, soft shale or other approved materials and shall be free from frost and large clods of earth or stones larger than two (2) inches in diameter. The backfilling shall be completed in accordance with Exhibit 1. The layers shall be brought up evenly. Any deficiency in the quantity of material for backfilling or for filling depressions caused by settlement shall be supplied and placed by the Contractor. The compaction for the backfilling shall be executed in such a manner that there will be no settlement or depression in the finished grade. Should depressions appear, the area shall again be compacted until there is not further settlement and brought to finished grade.
- H. If the excavated material is not suitable to use as "backfill", the Contractor shall provide material from off-site to use as backfill. This material shall be approved by SCPS Geotechnical Engineer prior to hauling onto site. This substitution shall be accomplished at no additional cost to SCPS.

### 3. INSTALLATION OF PIPES

- A. The pipe shall be bedded as hereinbefore specified, true to line and grade.
- B. All gravity lines shall be laid from the structure with the lowest elevation uphill to the structure with the highest elevation. All pipe sewers shall be laid with bells upgrade. The section of the pipe shall be so laid and fitted together that the completed sewer will have a smooth and uniform invert. The pipe shall be kept thoroughly clean so that jointing materials will adhere. Each pipe shall be inspected for defects before being lowered into the trench. The interior of the pipe shall be clean at the time of laying and shall be kept clean as the work progresses.
- C. Jointing: All concrete pipe jointing shall be done in accordance with VDOT standards and specifications.

- D. The end of pipes which enter structures shall be neatly cut to fit the inner face of the masonry. After joints have been inspected and approved, pipes shall be back-filled as previously specified. Care shall be used so that pipes are not displaced in elevation or alignment during backfilling.

4. SANITARY SEWER PIPE, ACCESSORIES AND CONTRUCTION:

- A. All sanitary sewer materials, construction and testing shall conform at minimum with the most recent Stafford County Department of Utilities Water and Sewer Design and Construction Standards Manual.

5. STORM SEWERS:

- A. Storm Drainage Pipe Culverts, Jointing and Accessories: Unless otherwise approved in writing by SCPS, all pipe used on this project shall meet the current and appropriate specifications of the American Society for Testing Materials. The laying length shall not be less than three (3) feet.
- B. Concrete Culvert and Storm Drain Pipe: Concrete culvert and storm drain pipe shall conform to ASTM Standard Specification C76. "Reinforced Concrete Culver, Storm Drain and Sewer Pipe" for Class III or Class IV pipe as shown on the drawings.

Refer to the most recent version of the VDOT Road and Bridge Specifications and Stafford County Design and Construction Standards Manual for pipe material and construction specifications.

All pipe installed shall be of the type and size indicated on the drawings.

- C. Jointing: Concrete pipe joints shall meet the current VDOT standards and specifications.
- D. Standard Catch Basins and Appurtenances: All storm sewer structures shall be according to the current VDOT construction standards and specifications, except where special designed structures are used and so noted on the plans.
- E. PVC Roof Drain Lines: PVC roof drain lines shall be manufactured in accordance with ASTM Designation 3034-77 (SDR 35). Installation of PVC roof drain lines shall be in accordance with ASTM Designation 2321 and manufacturer's recommendation. Pipe stored for more than one (1) year prior to installation shall be covered with an opaque covering to prevent damage by the sun.
- F. Testing: Perform testing of completed storm sewer lines in accordance with local authorities having jurisdiction.
- G. Manhole Fames and Covers: Manholes shall be complete with frames and covers. The frames and covers shall meet VDOT standard MH-1 with a frame weight of 239 lbs. and a cover weight of 137 lbs. All manhole covers shall be bolt down types.

6. WATER PIPE, ACCESSORIES AND CONSTRUCTION:

All water system materials, construction and testing shall conform with the most recent Stafford County Department of Utilities Water and Sewer Design and Construction Standards Manual.

7. SAFETY:

- A. Except as thereafter provided, the current edition of “Rules and Regulations Governing Construction, Demolition and all Excavation” as adopted by the Safety Codes Commission of the Commonwealth of Virginia, and all provisions therein contained are hereby included as a part of these Specifications. (A manual setting forth these rules and regulations has been issued by the Department of Labor and Industry and may be obtained by writing the office at P.O. Box 1814, Richmond, Virginia 23214).
- B. Proper safety precautions shall be exercised in all phases of work. The Contractor shall require the use of any techniques or devices necessary to protect both workmen and the general public from injury or loss of life. It shall be the responsibility of the project foreman or superintendent to recognize the correct hazardous conditions whether or not he has received previous direction.
- C. The current provisions of Article II of the Rules and Regulations Governing Construction, Demolition, and All Excavation as adopted by the Safety Codes Commission, Commonwealth of Virginia shall apply, in their entirety, to all excavation work occurring in conjunction with the use of these specifications. The following supplemental specifications shall also apply to all excavation work.
- D. Storage of Excavated Material: Excavated or other material shall not be stored nearer than two (2) feet from the edge of the excavation.
- E. Sheeting and Bracing: The sides of an excavation five (5) feet or more in depth shall either be sloped to the angle of repose of the weakest stratum or be supported by sheeting, bracing, cribbing, shoring, or other safe support systems in accordance with such requirements as specified in Article II of the aforementioned Rules and Regulations. In solid rock, hard shale, or other types of stable materials. Contractor shall exercise appropriate safety measure in accordance with the aforementioned Rules and Regulations.
- All materials used for sheeting, bracing, shoring or cribbing shall be in good serviceable condition. Timber shall be sound, free from large or loose knots and comparable in strength to straight grained southern yellow pine or similar timber of comparable strength. Where conditions are encountered which require materials of greater strength or dimensions than specified in Article II, approval of such materials and their use must be received from SCPS.
- F. Personal Protection: The provisions of Article VII of the aforementioned Rules and Regulations shall apply to insure the protection of workmen from hazards created by condition to which workers are exposed. In addition to exercising all practical control to eliminate such hazards, or reduce them to a minimum, the Contractor shall also issue personal protection equipment, such as hard hats, safety goggles, etc., where indicated by working conditions.
- G. Explosives: The provisions of the County Fire Code in conjunction with the Rules and Regulations Governing Manufacture, Storing, Handling, Use and Sale of Explosives as adopted by the Safety Codes Commission of the Commonwealth of Virginia shall be strictly adhered to on all projects. Violators of any portion of these codes shall be prohibited from performance of further work until compliance with the codes is obtained (Copies of these

Rules and Regulations may be obtained from the Department of Labor and Industry, P.O. Box 1814 Richmond, Virginia 23214.

- H. Public Protection: The provision of Article X of the Rules and Regulations Governing Construction, Demolition, and All Excavation shall apply to insure adequate and safe protection to the general public whenever construction work is readily accessible to the public.

**END OF SEWER AND UTILITIES SECTION**

## ATTACHMENT G - SITE CONCRETE SECTION

### 1.1. QUALITY ASSURANCE

1. Standard Construction details, of the VDOT Road and Bridge Specifications, and Stafford County Design and Construction Standards Manual shall be followed for all materials and workmanship unless specific deviation there from is authorized in writing by SCPS or is shown on approved plans.

### 1.2. PROTECTION

1. Protect installed work during and after installation
2. Repair or replace any work damaged prior to project acceptance.

### 1.3. MATERIALS

1. Unless noted otherwise, all materials shall conform to the following requirements: (ASTM specifications refer to latest revision.)
  - a. Cement: Portland Cement, American Society for Testing and Materials, ASTM C-150, or Standard Specification for Blended Hydraulic Cements, ASTM C-595.
  - b. Concrete Aggregates: Concrete aggregates, ASTM C-33, Maximum coarse aggregate size not more than one-fourth slab thickness.
  - c. Mixing water: clean and free from deleterious amounts of acids, alkalies, or organic materials.
  - d. Expansion-joint material: ½ inch thick asphalt-Impregnated premolded fiber conforming to Preformed Expansion Joint Filler for Concrete, ASTM D-1752.
  - e. Curing compound: White liquid Membrane-Forming Compounds for Curing Concrete, ASTM C-309. Curing compound shall be in conformance with VDOT standards and shall be non-paraffin formulation which can be painted.
  - f. Air-entraining admixtures for concrete: Air-Entraining Admixtures for Concrete ASTM C260.
  - g. All other materials used in concrete shall conform to current applicable ASTM specifications.
  - h. Unless noted otherwise, all concrete shall have a minimum 28-day compressive strength of 3000psi. Concrete shall be manufactured and delivered in accordance with Ready Mixed Concrete, ASTM C-94

### 2.1. PREPARATION

1. Proof roll prepared sub-base to check for unstable areas requiring additional compaction.
2. Do not begin work until any discrepancies have been corrected.
3. Remove loose material from sub-base immediately prior to placing concrete.

### 2.2. INSTALLATION

#### 1. Forming

- a. Forms shall be of such cross section and strength and so secured as to resist pressure of concrete when placed and impact and vibration of any equipment they support, without springing or settlement. Method of connection between sections shall be

such that joints shall not move in any direction. Maximum deviation of top surface shall not exceed 1/8 inch in 10 foot from a straight line. Use flexible or curved forms of proper radius for curves of 200-ft. radius or less.

- b. Compact and cut subgrade under forms to grade so that form when set will be uniformly supported for its entire length at specified elevation. All forms shall be cleaned and oiled each time they are used.
- c. Check and correct alignment and grade elevations of forms immediately before placing concrete. When any form has been disturbed or any grade has become unstable, form shall be reset and rechecked.
- d. Leave forms in place min. 24 hours after concrete placement.

## 2. Joints

Provide expansion and construction joints according to the current VDOT Road and Bridge Specifications.

## 3. Placing and Finishing

### 1. General

- a. Deposit concrete on a moist grade in such manner as to require as little rehandling as possible. Placing shall be continuous between transverse joints without use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in freshly mixed concrete with boots or shoes coated with earth or foreign substances.
- b. Exposure to the environment may weaken the soils if the excavations remain open for too long a time. Therefore, concrete should be placed the same day that the excavations are dug. If bearing soils are softened by surface water intrusion or exposure, softened soils should be removed from excavation bottom immediately prior to placement of concrete.
- c. Concrete shall be thoroughly consolidated against and along faces of all forms along full length and on both sides of all joint assemblies. Vibrators shall not be permitted to come in contact with a joint assembly, grade, or a side form. Vibrator shall never be operated longer than 15 seconds in any one location.
- d. Deposit concrete as near to expansion and contraction joints as possible without disturbing them but not dumped onto a joint assembly.

### 4. Strikeoff, Consolidation, and Finishing

- a. Sequence of operations shall be strikeoff and consolidation, floating if necessary, straight edging, and final surface finish. Pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or by hand-finishing methods.
- b. In general, adding water to surface of concrete to assist in finishing operations shall not be permitted.
- c. After concrete has be struck off and consolidated, it shall be scraped with a straightedge 10 ft. long equipped with handle to permit operation from edge of pavement. Remove any excess water and laitance from surface. Correct irregularities by adding or removing concrete. All disturbed places shall be again straightedge.
- d. Before final finishing is completed and before concrete has taken its initial set, edges of slab and curb shall be carefully finished with an edger.

- e. Use a broom for final finishing. For a broom finish, a stiff bristled broom shall be drawn with adjacent strokes slightly overlapping to produce surface corrugations of uniform appearance.

5. Protection

- a. Contractor shall always have available materials to protect surface of plastic concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. When skipform construction is being used, materials such as wood planks or forms to protect edges of pavement
- b. Cure concrete by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least 3 days after placement with liquid membrane compound. After finishing operations have been completed, entire surface of newly placed concrete shall be covered by curing medium.
- c. Before actual placement begins, Contractor shall have at hand equipment needed for adequate curing.
- d. Apply membrane method of curing following final finishing operation as each area is finished. Provide complete and uniformed coverage at required rate of 150 sq. ft. per gallon. Keep compound agitated to prevent the pigment from setting.

6. Cold-Weather Protection

- a. Except by specific written authorization, concrete work shall cease when descending air temperature in shade and away from artificial heat falls below 40 degrees F. Do not resume work until ascending air temperature in shade and away from artificial heat rises to 35 degrees F.
- b. When concrete has been placed in cold weather and temperature may drop below 35 degrees F., provide straw, hay, insulated curing blankets, or other suitable material along line of work. Whenever air temperature may reach r433sint point during day or night, spread materials over concrete deep enough to prevent freezing of concrete. Protect concrete from freezing temperatures until it is at least 10 days old. Concrete injured by frost action shall be removed and replaced at Contractor's expense.

**END OF SITE CONCRETE SECTION**