



Partial Structural Rehabilitation Bedford County Administration Building

IFB No. 2017-01-18 ADMIN001

MEAD Project No. 263-036

January 18, 2017



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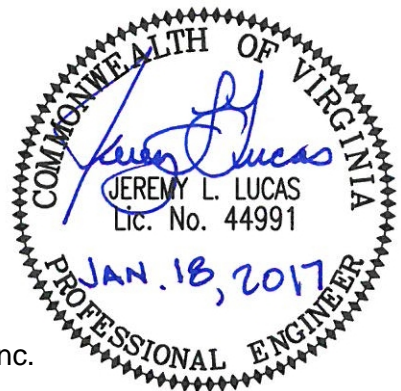


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Bedford County, Virginia
122 East Main Street, Suite 202, Bedford, VA 24523

Date: January 18, 2017

From: Sheldon Cash, Director of Public Works

IFB Number: 2017-01-18 ADMIN001

Invitation for Bids for: Partial Structural Rehabilitation of County Administration Building, 122 East Main Street, Bedford, Virginia

We are pleased to invite your bid. Attached hereto you will find the necessary documents giving information and instructions pertaining to your bid:

1. Invitation to Submit a Bid. This sheet provides you with the basic information concerning opening of bids, time factors, and proper address for submitting your bid, and identifies the authorized representative of the County who will be your contact.
2. Terms and Conditions of the Bid. Contained within the General and Standard Terms and Conditions of Bid are the provisions and terms governing your bid. Please read these pages carefully as they are an integral part of the bid and any potential award.
3. Bid Form. This form with all required attachments shall be used for submitting all bids.

Invitation for Bids

Bedford County Department of Public Works is seeking licensed and qualified contractors to provide complete demolition and construction services for the Partial Structural Rehabilitation of the County Administration Building located at 122 East Main Street, Bedford, Virginia, 24523. This project consists of the removal of existing flooring and subfloor and portions of partition walls and other items to strengthen existing floor joists from the top side. This project also includes the sistering of existing joists with new joists, providing new subfloor and reinstalling walls that were temporarily removed for this work. Some finishes by Owner as indicated on the drawings.

Contractors bidding on this project shall follow all local, state and federal guidelines for removal and disposal of construction materials. Contractors bidding on this project will be responsible for obtaining required permits, however, fees are waived because this is a County project.

General and standard terms and conditions, plans and specifications, and bid forms are open for inspection and available to prospective Bidders on the Bedford County Procurement Website at <https://www.bedfordcountyva.gov/about-bedford/procurement>.

There will be a MANDATORY pre-bid conference on January 26, 2017 at 2:00pm at the Bedford County Administration Building in the Main Floor Training Room. A walk thru of the alteration areas will be conducted immediately following the meeting.

If any prospective Bidder has questions about the specifications or other documents, terms, or conditions, the prospective Bidder shall contact Jeremy Lucas with Master Engineers and Designers in writing no later than

February 1, 2017 at 12:00 pm. He can be reached by email at jucas@MasterEngineersInc.com. The email shall contain the subject line "RFI 2017-01-18 ADMIN001 – Bid Question". Any revisions to the Invitation for Bids will be made only by addendum issued by Bedford County. After the pre-bid conference the property is available for visit by appointment only. Contact Jeff Knick (540) 309-6790 for an appointment. Site visits will only be scheduled during normal business hours between Monday and Friday and will not be provided later than 2 calendar days before bids are due.

Bid Preparation

1. Sealed Bids will be received until February 8, 2017 at 2:00 pm, at the Bedford County Administration Office, 122 East Main Street, Suite 202, Bedford, VA 24523. Bids will be publicly opened and read aloud in the Main Floor Training Room of the Bedford County Administration Building. Any bids received after the specified time will be rejected. The County is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Bidder to ensure that its bid reaches the County Administration office by the designated date and hour. Bids will not be accepted over the facsimile machine or by email. Bids received in response to this Invitation will be opened at the time and place stated and will be made public only as provided by the Virginia Public Procurement Act and the Virginia Freedom of Information Act.
2. All bids must be signed by an authorized representative of the company submitting the bid.
3. One (1) original and two (2) copies of the signed bid form, attached hereto should be submitted in an envelope or package, sealed and identified as follows:

IFB Number: 2017-01-18 ADMIN001

Invitation for Bids: Partial Structural Rehabilitation of the County Administration Building, 122 East Main Street, Bedford, Virginia 24523.

Name of Bidder: _____

Address: _____

Receipt Date: February 8, 2017 at 2:00 pm.

No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

BEDFORD COUNTY, VIRGINIA
STANDARD TERMS AND CONDITIONS

1. General Provisions

- 1.1 Unless otherwise agreed to in writing signed by the County Administrator and approved as to form by the attorney for Bedford County, Virginia, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between Bedford County, Virginia (the "County") and Successful bidder (the "Contractor").

2. Definitions

- 2.1 "Solicitation" means the vehicle by which the County solicited pricing, and if applicable other terms, by which it could acquire goods or services from Contractor, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Bedford County Code, Procurement policy, or Virginia law.
- 2.2 "Contract Documents" means all documents that constitute any legal and binding agreement between the Contractor/Bidder and the County, including these Standard Terms and Conditions.
- 2.3 "Contract Period" means the time period from the time that Contractor first becomes legally bound to provide goods or services to the County in response to a Solicitation until all of Contractor's contractual obligations to the County, arising out of the Solicitation, cease.
- 2.4 "Obligations" means any and all legal obligations of Contractor under any Contract Documents.

3. Laws of the Commonwealth

- 3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Bedford County Code. Contractor represents and warrants to the County that:
- a.) During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - b.) It does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,
 - c.) Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. County Policies

- 4.1 In every contract of over \$10,000, the Contractor agrees during the Contract Period that Contractor:

- a.) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor;
 - b.) Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
 - c.) Will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and,
 - d.) Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Contractor in order to fulfill its Obligations, so that the provisions will be binding upon each subcontractor or vendor employed by Contractor.
- 4.2 In every contract of over \$10,000, the Contractor agrees during the Contract Period the Contractor shall:
- a.) Provide a drug-free workplace for its employees;
 - b.) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
 - c.) State in all of its solicitations or advertisements for employees that the Contractor maintains a drug-free workplace; and
 - d.) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
 - e.) For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor under a solicitation and in accordance with the Virginia Public Procurement Act and/or the Bedford County Code.
 - f.) In addition to the provisions contained in sub-paragraph above pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.
- 4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia, and applicable Procurement policies, in all solicitations, contracts, and purchase orders, the County does not discriminate against faith-based organizations.
- a.) "Faith-based Organization" means a religious organization that is or applies to be a Contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

- b.) If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

- 4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Contractor/Bidder is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor/Bidder shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

5. Certifications

- 5.1 The Contractor certifies that Contractor's response to the Solicitation:
- a. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid in response to the same solicitation;
 - b. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
 - c. Is in full compliance with the Virginia Conflicts of Interest Act;
 - d. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
 - e. Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to the County employees or other sources which may have gained such information from interaction with County employees;
- 5.2 The Contractor has not offered or received any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- 5.3 The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by

agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;

- 5.4 The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this Invitation for Bids; and
- 5.5 Neither Contractor, Contractor's subcontractors, nor any person acting on Contractor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. Warranties

- 6.1 The Contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Contractor to perform its Obligations. Any goods or services furnished by the Contractor under the Contract Documents shall be covered by the most favorable warranties provided by the Contractor to any customer.
- 6.2 Contractor warrants to the County that all materials and equipment furnished shall be new, unless otherwise specified, and that Contractor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Contractor warrants Contractor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Contractor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.
- 6.3 The Contractor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the County.

7. Modifications, Additions or Changes

- 7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the Contract or \$50,000, whichever is greater, without the approval of the County Board of Supervisors. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

8. Procurement Code

- 8.1 Solicitations are subject to State Code and any revisions, thereto, and applicable County and Procurement policies, which are hereby incorporated into this Contract in their entirety. A current copy of the Bedford County Code is available at www.municode.com.
9. Bid Acceptance Period
- 9.1 Any bid in response to a solicitation shall be valid for 60 days. At the end of the 60 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
10. Indemnification
- 10.1 The Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor (ii) any services of any kind or nature provided by the Contractor or (iii) Contractor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the County.
11. Assignment
- 11.1 Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the County.
12. Audit
- 12.1 The Contractor hereby agrees to retain all books, records, and other documents relative to Contractor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.
13. Ownership of Documents
- 13.1 Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its Obligations shall be remitted to the County by the Contractor, without demand therefore, upon the earliest of (i) completion of its Obligations (ii) completion of the Contract Period or (iii) termination, cancellation or expiration of the Contract Documents. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this Agreement.
14. Payment and Performance Bond
- 14.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

- 14.2 Cost of bond shall be included in the bids.
 - 14.3 The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.
 - 14.4 The bonds shall be dated on or after the date of the Contract and shall be delivered not later than three days following the date of execution of the Contract.
 - 14.5 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
15. Required Payment
- 15.1 The Contractor covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract:
 - a.) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or
 - b.) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore;
 - 15.2 Contractor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the County being required to make any payment to the Contractor under the Contract Documents.
 - 15.3. Contractor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor in furtherance of Contractor meeting its Obligations to the County, except for amounts withheld pursuant to subparagraph 15.1(b) above.
 - 15.4 Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
 - 15.5 Contractor agrees to include in its contracts with any and all subcontractors the requirements of 15.1(a) and 15.1(b) above and a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
 - 15.6 Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above shall not be construed to be an obligation of the County. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
16. Liability Coverage
- 16.1 Unless otherwise expressly excepted in the Solicitation documents prepared by the County, the

Contractor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Contractor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section "Insurance and Bond Requirements" set forth below and shall name "Bedford County Virginia" and, where applicable, "Board of Supervisors of Bedford County, Virginia" as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Contractor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Contractor provides goods or services to the County, the Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' notice prior to cancellation or other termination of such insurance.

17. Loss or Damage in Transit

17.1 Delivery by a Contractor to a common carrier does not constitute delivery to the County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by County to the carrier and the Contractor within 15 days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of County, the Contractor may deduct the amount of damage or loss from his or her invoice to County in lieu of replacement.

18. Freight

18.1 By signing any response to a Solicitation the bidder certifies that the bid price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual purchase. If a requirement is bid F.O.B. origin, the Contractor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin the County will consider freight cost in the evaluation of bids.

19. Insurance and Bond Requirements

19.1 The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor's actions or inactions, or those of Contractor's subcontractor or other persons directly or indirectly employed by either of them:

a) Worker's Compensation and Employer's Liability. Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America

in which work towards meeting Contractor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

- a) Bodily Injury by accident, \$500,000 for each accident;
 - b) Bodily Injury by disease, \$500,000 policy limit;
 - c) Bodily Injury by disease, \$500,000 for each employee.
- b) Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 10 of this Agreement entitled "Indemnification". This policy shall be endorsed to include the County as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the County. Contractor shall procure and maintain Public Liability Insurance in an amount not less than:
- a) \$2,000,000 for each occurrence involving bodily injury;
 - b) \$2,000,000 for each occurrence involving property damage;
 - c) \$2,000,000 aggregate limits.
- c) Comprehensive Automobile Liability. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:
- a) \$500,000 for each occurrence involving personal injury;
 - b) \$500,000 for each occurrence involving property damage;
 - c) \$1,000,000 aggregate limits.
- d) The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.
- 19.2 The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.
- 19.3 All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the County.
- 19.4 Insurance policies shall provide for notification to the County of non-payment of any premium and shall give the County the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the County shall be deducted from amounts due Contractor under the Contract.
- 19.5 Bid Bond is required in accordance with Section 01500, Additional Information for Bidders.
- 19.6 Payment and Performance Bond is required in accordance with above Paragraph 14, each in the amount of one hundred percent (100%) of the contract amount.

20. Compliance With Laws

- 20.1 All work performed shall be in accordance with all local, state and federal codes, laws and

regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, County Procurement policies, and the Bedford County Code.

21. No Waiver

21.1 Any failure of the County to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the County's position and Contractor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the Contractor may assert in any action by the County. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

22. Termination and Cancellation

22.1 The County shall have the unilateral right to terminate any contract with Contractor for default on the terms of that contract, or any other contract between the Contractor and the County.

22.2 The County has the unilateral right to cancel and terminate any contract with Contractor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Contractor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the County. If a contract is terminated in whole or in part for the convenience of the County, the Contractor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

22.3 Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

23. Availability of Funds

23.1 It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the County's Obligations with respect to the Contract Documents.

24. Billing, Method of Payment and Offset Rights And Retainage

24.1 Payment requests shall be made utilizing AIA Document G702/703, Application and Certificate for Payment and Continuation Sheet, or equivalent electronic form.

24.2 Billing shall be done monthly based on the contracted rate bid by the Contractor and submitted to the County's designated representative for review. The County will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the County.

24.3 Contractor agrees that the County has the unilateral right to offset any bill submitted to County by Contractor, or any payment owed to Contractor by the County, by any amount due to the County from Contractor pursuant to the Contract Documents, or any other agreement, contract

or transaction between County and Contractor.

- 24.4 The Contractor shall provide an Affidavit of Payment of Debts and Claims and Affidavit of Release of liens in the form of AIA Document G706 and G706A, or equivalent, with each subsequent payment request.
- 24.5 A retainage of 5% shall be calculated in each pay request and withheld until Final Payment is made. Final payment request may be made with the Final Completion inspection request and the Certificate of Substantial completion (AIA Document G704, or equivalent). Consent of Surety to Final Payment in the form of AIA Document G707, or equivalent, shall be submitted with final payment request.
25. Tax Exemption
- 25.1 The County, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The County's tax identification number is 54-6001141.
26. Work Site Damages
- 26.1 Any damages, including damage to finished surfaces, pavements, lawns and landscaping resulting from Contractor's performance of its Obligations shall be repaired to the satisfaction of the County at the Contractor's expense.
27. Choice of Law
- 27.1 To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of Bedford County without regard to their principles of conflicts of law.
28. Forum Selection
- 28.1 The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Bedford County, Virginia for resolution of any and all claims, causes of action or disputes between Contractor and the County. Contractor agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.
29. Severability
- 29.1 If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.
30. Attorneys' Fees

30.1 Should the County employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract Documents or Contractor's Obligations (ii) assist in enforcing or defending any of the County's rights under the Contract Documents (iii) protect the County's interest in any matter arising under a contract with Contractor (iv) collect damages for the breach of a contract or any other amounts owed to the County; or (v) recover on a surety bond given by the Contractor, then the County shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Contractor if the County prevails in court.

31. Notices

31.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

- a.) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or
- b.) transmitted by hand delivery or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the County shall be sent to:

Carl Boggess, County Administrator
Bedford County
122 East Main Street, Suite 210
Bedford, VA 24523

With a copy to:
Patrick Skelley
County Attorney
122 East Main Street, Suite 202
Bedford, VA 24523

32. Contractual Claims Procedure

32.1 Contractual claims or disputes by Contractor against the County, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

32.2 The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.

- 32.3 If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 32.4 The County's decision on contractual claims shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.
33. Correction of Defective Work
- 33.1 Contractor shall promptly replace or correct any work or materials which County rejects as failing to conform to the requirements of the Contract Documents. If Contractor does not do so within a reasonable time, County shall have the right to replace or correct the defective work or materials and Contractor shall be liable to the County for the cost thereof. If, in the opinion of County, it is not expedient to correct or replace all or any part of rejected work or materials, then County, at its option, may deduct from the payment due, or to become due, to Contractor such amounts as, in County's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

END OF STANDARD TERMS AND CONDITIONS

General Terms and Conditions

IFB Number: 2017-01-18 ADMIN001

Invitation for Bids for: Partial Structural Rehabilitation of County Administration Building, 122 East Main Street, Bedford, Virginia

Qualification of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

References: Before a bid is considered for award, the Bidder may be requested by the County Board of Supervisors to submit a statement regarding previous experience in performing comparable work, business and/or technical organization, financial resources, and plant available to be used in performing the work or in supplying materials, supplies, and equipment.

Additional Information: The County reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the County deems desirable.

Right to Reject: The County reserves the right to reject any and all bids (or any part thereof) and to waive any informalities or irregularities when the County, in its sole discretion, deems it in the best interests of the County

Award of Contract: The County intends to enter a contract for the services solicited under this IFB with a competent, responsive, responsible firm after using the competitive sealed bidding process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4301 and 2.2-4303.

Proprietary Information: Section 2.2-4342(F) of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of Section 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Quantities: The scope of work listed is an estimate of anticipated need. The County reserves the option to increase or decrease the scope of work based on actual need or availability of funds.

Inspection of Site: At the time of the opening of bids, each Bidder will be presumed to have inspected the sites and to have read and be thoroughly familiar with the bid documents. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

Clean Up: The successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish. All dust and waste materials must be removed daily. At the completion of the work, Contractor shall remove all his waste materials and rubbish from and about the site as well as all his tools, equipment, and surplus

materials.

Grant Funds Provision: When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

Liquidated Damages: One Hundred Dollars (\$100.00) per day for the first seven calendar days after the date set for final completion; then Five Hundred Dollars (\$500.00) per calendar day thereafter.

Time of substantial Completion: Ninety (90) calendar days from notice to proceed; final completion shall be seven (7) calendar days thereafter.

Definition: Architect as used in this project manual shall mean Architect, Engineer or Owner's Representative.

END OF GENERAL TERMS AND CONDITIONS

Bedford County, Virginia
122 East Main Street, Suite 202, Bedford, VA 24523

Additional Information to Bidder

1. General Scope of Services

Bedford County Department of Public Works is seeking licensed and qualified contractors to provide partial structural rehabilitation of the County Administration Building. This work will involve selective demolition of portions of non-load bearing partition walls, flooring materials and sub-flooring. It is not anticipated that the facilities contain hazardous materials due to the remediation work that was performed as part of the original renovations; however, if during demolition the Contractor identifies a questionable material, work shall stop and the Engineer shall be notified immediately to get a testing agency to determine if the questionable material is hazardous. Time delay for testing and any required remediation action will not be considered as part of the scheduled days to completion noted in the contract and are considered unforeseen and changed conditions. Contractors bidding on this project shall follow all local, state and federal guidelines for removal and disposal of construction materials.

2. Additional Project Requirements:

Previous experience with partial demolition and structural rehabilitation of similar size and complexity projects is mandatory. The budget allocated by the County of Supervisors for this project is the current state average cost for demolition. The selected firm will employ, coordinate, and supervise all necessary consultants as required.

3. General Requirements and Procedures for Bids

Each Bid must be accompanied by a bid bond in an amount equal to not less than ten percent (10%) of the bid. Bid Bonds shall be written on AIA Document A310, Bid Bond, or equivalent. Successful Bidder may not withdraw his bid within (60) days after the opening thereof without forfeiture of his bid bond.

- a. Bids will be accepted until the time noted in the invitation to bid. Bids received after this date and time will not be considered.
- b. Bids should be prepared simply and provide a straightforward, concise description of the firm's ability to satisfy IFB requirements. Emphasis should be on completeness and clarity of content.
- c. One (1) original and two (2) copies of signed bids including bid bonds should be provided.
- d. Information thought to be relevant, but not specifically applicable to the scope of the work may be provided as an appendix to the bid. If publications are supplied, the responses should include references to the document number and page number. Bids not providing this reference will be considered to have no reference materials included in the additional documents.
- e. Interested firms shall provide a complete bid to include the following:
 1. A letter stating that the firm agrees, if selected, to provide all demolition and construction services with respect to the project that are identified in the IFB or during the selection process, the contract negotiation phase, or any written communication prior to executing the contract, and signed by an individual with

the capacity to contract for the firm and who will serve as a point of contact should the firm be selected;

2. A company profile that includes a brief history of the firm, a list of shareholders and officers, a copy of Business License , general contractor license number; a list of places of business, the number of full time employees, the current gross volume of all contracts, and the gross volume for each of the past three years;
3. A listing of subcontractors that includes the names and addresses of all companies or individuals, including specialty subcontractors you may use for the disposal of hazardous materials;
4. A listing of project experience that includes projects of similar size and complexity (at least three projects); please include (a) project name, (b) client's phone number, (c) total sq. ft., (d) cost per sq. ft, (e) bid versus estimate data, (f) percent of change orders, (g) elapsed time to complete, (h) actual cost of project.
5. A listing of references that includes name, title, address, phone number, and e-mail address, of three (3) individuals currently employed by your previous clients who have personal knowledge of your firm's performance on projects for that client;
6. A statement of liability claims and insurance that includes a copy of your Certificate of Insurance Coverage, along with a description of the disposition of any liability claims over the past 10 years; and
7. Confirmation that the firm carries the insurance required in the Standard Terms and Conditions
8. The time frame in which the job will be completed.

4. Bid Submittal

Bids should be submitted in a sealed envelope or package and identified on the outside with the name and address of the company submitting the bid and the IFB title and due date and time. Bids should be submitted to:

Sheldon Cash, Director of Public Works
Bedford County Administration Office
122 East Main Street, Suite 202
Bedford, VA 24523

It is the sole responsibility of the responding firm to insure that its bid is delivered to the above address by the designated date and hour. Bedford County is not responsible for delays in delivery of mail by the U.S. post office or private couriers. Bids received after the time noted in the invitation to bid will be rejected and unopened.

5. Contract Award

The County intends to award a Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to

accept it. The County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the bid if a Bidder is deemed to be a non-responsible or non-responsive Bidder.

ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice at the Bedford County Administration Office, 122 East Main Street, Suite 202, Bedford, VA 24523.

TIE BIDS: In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Bedford County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

Please Note: Firms that are considering submitting a bid should not make contact with staff of Bedford County or members of the Bedford County Board of Supervisors.

END OF ADDITIONAL INFORMATION TO BIDDER

Bedford County Administration Office
122 East Main Street, Suite 202
Bedford, VA 24523

TO: Sheldon Cash, Director of Public Works
Bedford County
122 East Main Street, Suite 202
Bedford, VA 24523

From:

(Name of Company)

(Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

(Cell Phone)

(Email Address)

(Contact's Name)

IFB Number: 2017-01 18 ADMIN001

Invitation for Bids for: Partial Structural Rehabilitation of County Administration Building, 122 East Main Street, Bedford, Virginia.

BID FORM

Pursuant to and in compliance with your Invitation for Bids and the Instructions for Bidders relating thereto, the undersigned hereby offers to furnish services to Bedford County as shown on the attached bid.

It is understood and agreed that, while price is a major consideration, Bedford County will consider all aspects of each bid, including guarantees respecting the delivery and qualifications of the Bidder. Bedford County reserves the right to accept any proposals or to reject all bids, with or without cause, and that all bids are irrevocable for a period of 60 days after the bid submittal date.

BASE BID

Having become completely familiar with the local conditions affecting the cost of work, at the place where the Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bidding Documents entitled:

Invitation for Bids for: Partial Structural Rehabilitation of County Administration Building, 122 East Main Street, Bedford, Virginia.

dated January 18, 2017, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities as necessary and/or required to execute all of the Work related to the project and as further described by the aforesaid Bidding Documents for the lump sum consideration of:

Base Bid

_____ Dollars (\$_____).

BID SECURITY

Bid security in the amount of ten percent (10%) of the Base Bid is attached hereto, without endorsement, in the sum of:

_____ Dollars (\$_____).

which is to become the property of the County in the event the Contract and the Performance and Payment Bonds are not executed within the period set forth, as liquidated damages for the delay and additional work caused to the County.

All obligations of the Contract will be substantially complete in not more than Ninety (90) calendar days from receipt of Notice to Proceed. Final completion shall be achieved no later than Seven (7) calendar days thereafter.

We acknowledge receipt of the following Addenda and Bulletins (if any):

- No. _____, dated _____
- No. _____, dated _____
- No. _____, dated _____
- No. _____, dated _____

By submitting a bid in response to this invitation, the Bidder represents that in the preparation and a submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.18 or Section 59.1-68.2 through 59.1-68.8 of the Code of Virginia.

The undersigned, having read and understood the Terms and Conditions for the referenced Invitation, agrees to furnish and perform such materials and labor to complete said Project if this Bid is accepted.

Legal Name of Bidder (Company)

By

Printed Name

Title

Business Address

Contractor License Number & Type

Email Address _____

Phone: _____

Date: _____

Attachments:

1. Letter of Agreement
2. Company Profile
3. List of Subcontractors
4. References
5. Statement of Claims and Insurance
6. Confirmation of Required Insurance

Accepted by:
Bedford County

By

Title

Date of Acceptance

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.1 PROJECT

- A. Project Name: Partial Structural Rehabilitation of County Administration Building
- B. The Project consists of the temporary removal of designated non-load bearing partition walls, flooring and subflooring in designated areas shown in the plans. Existing floor joists shall be strengthened with new joists and a new sub-floor will be installed. The partition walls will be reinstalled in-kind, with gypsum board on both sides in a condition ready to receive paint primer. Painting, new flooring, or baseboard is not part of this contract. Plumbing rough-in locations shall be provided in the bathroom. Bathroom fixtures are not part of this contract. Electrical outlets and switches in affected partition walls shall be replaced in-kind. The approximate areas of work include the following:
 - 1. North Portion of Second Floor – West Wing (Old Registrar’s Office) = 1,400 SF

The work also consists of repair work under the existing IT offices as shown in the plans.

1.2 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

1.3 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings.

1.4 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Offices under the areas to be strengthened will be occupied during construction. Contractor shall perform all work that may result in dropped objects falling through the ceiling during non-business hours.
- C. Any finishes or construction disturbed or damaged in areas below, above, or around work area shall be repaired to match existing.
- D. Building security, as directed by Owner, shall be provided and maintained at all times.
- E. Contractor shall plan operations to limit the amount of noise and disturbance to the building occupants.

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to immediate areas of strengthening shown in plans. Due to the limited areas of open space in the building it should be anticipated that all material and equipment storage will be limited to the construction areas or to a portion of parking spaces (three total) directly behind the building as designated by the Owner.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.

2. Work by Others.
 3. Work by Owner.
 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.

PART 2 PRODUCTS - NOT USED PART 3

EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**1.1 RELATED REQUIREMENTS**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.2 RELATED REQUIREMENTS

- A. Document 01 300 – Standard Terms and Conditions
- B. Document 01 400 – General Terms and Conditions

1.3 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section, or by trade. Identify site mobilization.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: AIA G703-1992.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Submit three original copies of each Application for Payment.

1.5 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- B. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of

determining any change in Contract Sum or Contract Time.

2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: Contractor will issue Change Order proposal for signatures of parties.
- F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- G. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- H. Promptly enter changes in Project Record Documents.

1.6 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED PART 3

EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.2 RELATED REQUIREMENTS

- A. Document 01 300 – Standard Terms and Conditions
- B. Section 01 7800 - Closeout Submittals: Project record documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect / Engineer
 - 3. Contractor.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties to Contract, Owner, Contractor and Architect / Engineer.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Engineer, Owner, participants, and those affected by decisions made.

3.2 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Special Consultants.
 - 5. Contractor's Superintendent.
 - 6. Major Subcontractors.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule .
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.4 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections or on drawings, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to the Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.5 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections or on drawings, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Engineer's knowledge as contract administrator or for Owner. No action will be taken.

3.6 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. Submit at project closeout the following items, if applicable:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Other types as indicated.

3.7 NUMBER OF COPIES OF SUBMITTALS

Preference shall be given to electronic documents whenever feasible.

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches (215 x 280 mm): Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
 - 2. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- C. Documents for Information: Submit two copies.
- D. Samples: Submit the number specified in individual specification sections or on drawings; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.8 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Do not reproduce the Contract Documents to create shop drawings.
 - 3. Generic, non-project specific information submitted as shop drawings may not meet the requirements for shop drawings.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Deliver submittals to Engineer at business address.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Submittals.
- B. Reference and Standards.
- C. Control of installation.
- D. Manufacturer's field services.
- E. Defect Assessment.

1.2 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Engineer's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections or on drawings, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.
 - Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator or for Owner.
 - Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.4 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED PART 3**EXECUTION****3.1 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections or on drawings, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.3 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, Engineer will direct an appropriate remedy or adjust payments.

END OF SECTION

SECTION 01 5000**TEMPORARY FACILITIES AND CONTROLS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Temporary Utilities
- B. Temporary Sanitary Facilities.
- C. Temporary Controls: Barriers, enclosures and fencing.
- D. Vehicular access and parking.
- E. Waste removal facilities and services.

1.1 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.

1.2 TEMPORARY SANITARY FACILITIES

- A. Contractor will have access to public sanitary facilities located on the floor construction is to occur.
- B. These facilities will be shared with the public and shall be maintained daily in clean and sanitary condition.

1.3 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.4 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Except for deliveries and for designated parking spots directly behind the building all Contractor and Sub-Contractor vehicles shall be parked in the parking lot along South Bridge Street adjacent to Vista Foods during normal building operation hours.

1.5 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove demolition trash from site daily.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.6 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used, disturbed, or damaged during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. General Product Requirements
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools and software.

1.2 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS**2.1 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.2 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION**3.1 SUBSTITUTION PROCEDURES**

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

- B. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

3.2 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.3 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and Bonds.

1.2 RELATED REQUIREMENTS

- A. Section 01 300 – Standard Terms and Conditions and Section 01 400 - General Terms and Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Individual Product Sections or drawings: Specific requirements for operation and maintenance data.
- C. Individual Product Sections or drawings: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED PART 3

EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.

- D. Record information concurrent with construction progress.
- E. Record Drawings : Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Original warranties and bonds.

3.5 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION