

**CITY OF RICHMOND**  
**DEPARTMENT OF PROCUREMENT SERVICES**  
**RICHMOND, VIRGINIA**  
**(804) 646-5716**  
**August 14, 2020**  
Invitation for Bid 200012159



**PROJECT BOOK**  
**For the Construction of**  
**Pump House Park Trail**

Due Date: September 14, 2020 / Time: 2:00 P.M.  
Opening Date: September 15, 2020 / Time: 2:00 P.M.  
Site Visit: August 24, 2020/ 11:30 A.M. – 12:30 P.M.

Mailing Address: City Hall, 900 East Broad Street, 11<sup>th</sup> Floor, Room 1104  
Richmond, VA 23219

**Invitation for Bid Prepared by:**

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<http://www.richmondgov.com/Procurement/BidsProposals.aspx>

City of Richmond, Department of Procurement Services

900 East Broad Street, Room 1104, Richmond, VA 23219

**NOTE:** Bidders choosing to submit bids through **hand-delivery** should allow extra time for delivery of bids. Because City of Richmond government offices are currently closed to non-essential personnel due to COVID-19, hand-delivered bids will be accepted only during the hours of 9:00am to 4:00pm Monday through Friday at the 9th Street entrance to City Hall at 900 East Broad Street, Richmond, Virginia 23221. Bidders choosing to hand-deliver bids must call 804-646-5716 when arriving at City Hall, and someone will meet the bidder at the 9th Street entrance of City Hall to collect the submittal. **Bids will not be accepted after the Due Date and Time listed above.**

**NOTE:** “The Governor of the Commonwealth of Virginia declared a state of emergency on March 12, 2020, due to COVID-19 (coronavirus disease 2019), and health officials currently recommend people avoid assembling together to help prevent the further spread of COVID-19. Therefore, bidders, prospective bidders, and other persons are not invited to be physically present at the bid opening for Invitation for Bids No. 20012159 for Pump House Park Trail In accordance with City Code section 21-52, the Department of Procurement Services will open bids for this Invitation for Bids publically in the presence of one or more witnesses. The Department of Procurement Services will “broadcast” the bid opening on a telephone conference call line so that bidders, prospective bidders, and other persons may listen to the bid opening. The telephone conference line on the Department of Procurement Services number is 804-316-9457 and Conference ID: 475 892 045#. This change in procedure is intended to help protect the health and safety of the public and City employees during the COVID-19 outbreak in Virginia.”

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## BID FORM

SEALED BIDS WILL BE RECEIVED at the Department of Procurement Services, City Hall, 900 E. Broad Street, Rm. 1104, Richmond, Virginia 23219, UNTIL BUT NOT LATER THAN 2:00 P.M. ON September 14, 2020 AND WILL BE OPENED 2:00 P.M. on September 15, 2020 .

To Procurement Services, Room 1104, 900 East Broad Street, Richmond, Virginia:

For the construction of **Pump House Park Trail**

**Made by:** \_\_\_\_\_  
(Name and Title of Individual Executing the Bid)

**Name of Bidder:** \_\_\_\_\_  
(Company Name)

**Full Address:** \_\_\_\_\_

**City and State:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Virginia Contractor's Registration Number:** \_\_\_\_\_

**Federal Tax Identification Number:** \_\_\_\_\_

By submission of this bid and authorized signature therein, the above-named Bidder certifies and affirms compliance with all terms and conditions herein and declares that:

- 1) the Bidder is of lawful age and that no other person, firm, corporation or joint venture has any interest in this Bid or in the Contract proposed to be entered into.
- 2) the Bid is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a Bid for the same purposes, and is in all respects fair and without collusion or fraud.
- 3) the Bidder is not in arrears to the City of Richmond, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City of Richmond; and has not been delinquent or unfaithful in any former contract with the City of Richmond.
- 4) no officer or employee or person whose salary is payable in whole or in part by the OWNER is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- 5) in compliance with Sec. 3.3 of the General Conditions of the Contract, the Bidder has carefully examined the site of the work and that, from his own investigations, is satisfied as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

- 6) That the Bidder has thoroughly examined and is familiar with copies of the Contract Documents and the following addenda receipt of which is hereby acknowledged.

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

If none, write "none"

- 7) The Contract will be awarded to the lowest responsive, responsible Bidder whose Base Bid Price as offered in the Bid Form represents the lowest total price and complies with the conditions of the Bid, provided the bid is reasonable and it is to the best interest of the Owner to accept it.
- 8) The undersigned furthermore agrees to perform at the request of the Owner, any related extra (or less) work than required by the Contract Documents which may arise during construction on the basis of a lump sum, unless noted otherwise, negotiated between the Contractor and the Owner for said extra (or less) work or for a compensation of actual cost of labor, material and equipment rental involved in said extra (or less) work plus a percentage computed as listed below for overhead and profit as described in the Conditions of the Contract:

Where the work is performed by the Contractor's own forces, the percentage shall be \_\_\_\_\_ percent (\_\_\_\_%) of the cost of the work for overhead and or profit, not to exceed 15%. Where work is performed by a subcontractor, the percentage due to the subcontractor plus the General contractor's mark-up shall be \_\_\_\_\_ percent (\_\_\_\_%) of the cost of the work for overhead and profit, not to exceed 25%.

- 9) If accepted by the Owner, the Bidder shall execute the contract and furnish, satisfactory to the Owner, a Performance Bond and Payment Bond for labor and materials in accordance with the General Conditions of the Contract unless so stated elsewhere in the bid documents.
- 10) Bidder agrees that no contract shall result from the submission of his bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner.
- 11) The undersigned further agrees to complete the work as bid within **60** consecutive calendar days after Notice to Proceed. As the time allotted for the completion of the Work is of the essence, if the work is not completed within specified time for the completion of the Work, there shall be deducted from the contract price, not as a penalty but as liquidated damages, **\$500.00** for each and every calendar day of delay in the completion of the work beyond the time specified, subject to all the terms of the General Conditions.
- 12) Accompanying this Bid is a certified or cashier's check in accordance with the General Conditions made payable to the City of Richmond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which check is to be forfeited as liquidated damages if, in case this Invitation for Bid is accepted, the undersigned shall fail to execute the attached contract in accordance with the General Conditions; **OR** a Bid Bond for not less than five percent (5%) of the bid amount set forth in item 14 of this Bid Form. Should the bidder so elect, said check will be returned to the undersigned upon delivery of a satisfactory bond.
- 13) Bidder certifies that he is properly registered as a licensed contractor under Title 54.1 of the Code of Virginia (1950), as amended. The number and expiration date is affixed below.

- 14) For the consideration set forth, and identified by this signature, \_\_\_\_\_  
(*EACH BID SHEET CONTAINING A PRICE REPRESENTATION MUST HAVE THE SAME SIGNATURE AS ABOVE IN THE SPACE PROVIDED*), the Bidder proposes to furnish all materials, tools, labor and equipment of every description, except such materials specified to be furnished by the Owner, necessary to accomplish all work required by and in accordance with the Request for Qualification (if applicable), drawings, specifications, General Conditions, special provisions, bid forms, contract, bond, and any addenda associated with this project, all of which are hereby made a part of this Invitation for Bid.

**Base Bid** – The base bid includes all work in accordance with the specifications for the LUMP SUM PRICE OF

\_\_\_\_\_  
(Price in Words)

\_\_\_\_\_  
(Price in Figures)

In submitting this bid, it is understood that the City of Richmond, Virginia, reserves the right to reject any and all bids or to award in whole or in part as determined to be in the best interest of the City. It is agreed that this Bid may not be withdrawn for a period of 60 days from the opening thereof.

Respectfully Submitted,

\_\_\_\_\_  
(Name of Individual, Firm, or Corporation making bid)

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

\_\_\_\_\_  
Virginia Contractor's Registration Number

\_\_\_\_\_  
Federal Tax ID Number

## **PART 1 – STATEMENT OF WORK**

### **1.0 Purpose.**

The City of Richmond is accepting bids for the construction of the Pump House Park Trail project to provide general contracting services that include, but are not limited to construction of an approximately 500-foot long and eight-foot wide multiuse asphalt trail with an ADA-compliant portion, requisite storm water management elements including a rain garden, and other landscaping and site furnishing elements. Partial funding for the project is being provided by the Recreational Trails Program (RTP) of the Federal Highway Administration (FHWA) administered in Virginia by the Department of Conservation and Recreation (DCR) and must be undertaken in accordance with the RTP guidance of the FHWA and with 2, 23, and 49 Code of Federal Regulations (CFR).

### **2.0 General Information.**

A. The project consists of preparing the site for and constructing a new trail. The work consists of removing existing site elements and vegetation to prepare the site; grading the site; and installing an asphalt trail, stormwater management facilities, planting materials, and site furnishings.

B. New trail materials:

1. Asphalt trail
  - a. SM-9.5A asphaltic concrete surface
  - b. 21 B aggregate stone subcourse
  - c. 2-inch wide Virginia Department of Transportation (VDOT)-standard truncated dome detectable warning surface
  - d. Asphalt sealer
2. Stormwater management components
  - a. Level 2 Bioretention Basin
    - i. Riprap outlet protection
    - ii. Gabion basket rock weir
    - iii. 6-inch perforated drain system
    - iv. 4-inch solid wall PVC cleanouts with watertight screw top
    - v. 12-inch nyloplast drain basin overflow structure with drop-in grate
    - vi. Riprap lining for emergency spillway
    - vii. Filter fabric
    - viii. Mulch
    - ix. Biofilter media mix (must have phosphorous index, P-index between 10 and 30 or between 7 MG/KG and 21 MG/KG of P)
    - x. #8 washed stone
    - xi. #57 washed stone
3. Planting materials
  - a. New top soil for restoration of former trail area
  - b. Trees
  - c. Planting of bioretention basin
  - d. Seeding of all disturbed areas
  - e. Mulch
4. Site furnishings
  - a. Irregular-diameter boulders, field located
  - b. Bollard
  - c. Existing concrete blocks, relocated

d. Existing signage, relocated

C. The work shall be completed within 60 consecutive calendar days after the Notice to Proceed.

D. Contract Award shall be made to the responsive, responsible bidder who submits the lowest cumulative bid, as the City in its sole discretion decides to accept/award. The City reserves the right to perform all, part, or none of the work.

**3.0 Site Visit:** 1708 Pump House Drive, Richmond, VA at 11:30 - 12:30 PM.

**4.0 Prequalification.**

This project has not been prequalified under the Code of the City of Richmond, Section 21-46.



## PART 2 – GENERAL CONDITIONS OF THE CONTRACT

- 1.0** **Definitions.** When used in these provisions or elsewhere in the Contract Documents, the following terms, or pronouns used in place of them, shall have the meaning ascribed to them in this section, unless it is apparent from the context that a different meaning is intended.
- 1.1** **Architect or Engineer** means an individual, firm, partnership, association, properly qualified person or the legally authorized representative(s), designated by the Owner, experienced in and legally qualified to practice the profession involved for the administration of the contract, inspections and testing. The term shall apply to the Owner when the Owner is acting as its own Architect or Engineer.
- 1.2** **As Built Drawings** means reproducible drawings with all changes that have been made to the original construction drawings prior to the completion of the project.
- 1.3** **Calendar Day** means each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays and Holidays. The term “day” shall mean calendar day whether or not expressly identified.
- 1.4** **Contract or Contract Document** means the written agreement executed by the Owner and Contractor setting forth the obligations of the parties, including but not limited to performance of the work, furnishing of labor, equipment and materials, and the basis of payment. It shall include but not necessarily be limited to the Request for Qualifications, Contractor’s Submittal, the Invitation for Bid, the Bid, the General Conditions of the Contract, Special Provisions, Performance Bond, Payment Bond, Certificate of Insurance, Drawings, Specifications, Addenda, Minority Enterprise Business forms, written Change Orders, extra Work Orders, and Agreements required to complete the construction of the project, including authorized extensions thereof, in an acceptable manner, all of which constitute one instrument.
- 1.5** **Contractor** means any person, firm, association, joint venture, partnership or corporation that for a fixed price, commission, fee or percentage undertakes to bid upon, or accepts or offers to accept orders for performing or superintending in whole or in part the construction, demolition, removal, repair or improvement of any building or structure.
- 1.6** **Field Order** mean an Architect or Engineer’s instructions to the Contractor issuing interpretation of the Contract Documents, or ordering minor changes in the work not involving changes in the Contract time or Contract amount.
- 1.7** **Minority Business**  
*Minority business enterprise* means a business at least fifty-one percent (51%) of which is owned and controlled or fifty-one percent (51%) minority-owned and operated by minority group members or, in case of a stock corporation, at least fifty-one percent (51%) of the stock which is owned and controlled by minority group members.  
  
*Minority group members* means citizens of the United States who are Blacks, Hispanics, Asians, Indians, Eskimos or Aleuts.  
  
*Minority*, in the context of construction contracts, means a minority that has been subjected to legally mandated racial segregation in Richmond.  
  
*Disadvantaged business* means a small business that is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position within the economy because of social disadvantages.
- 1.8** **Mistake** means every type of error, clerical or otherwise.

- 1.9** **Notice** means all written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents.
- 1.10** **Notice To Proceed** means the written instruments allowing the contractor to proceed with the development of submittals, ordering of materials and any other preparation required to adequately start the Work.
- 1.11** **Operating and Maintenance Instructions** means all documents specifically written or marked cut sheets for the project on all major components, bound or otherwise assembled in booklet form. Furnish for each major piece equipment operation instructions, maintenance procedures and parts list.
- 1.12** **Owner** means the City of Richmond, Virginia, acting by and through its authorized agent(s) or representative(s).
- 1.13** **Performance Time** means the length of time allowed for the execution of the Work, including any authorized time extensions. Performance time shall include all lead times for materials, submittal preparation and other administrative matters outside of bond issuance.
- 1.14** **Plans** means those drawings specifically referred to as such in the Contract Documents. Supplementary drawings issued after Contract Award showing changes in the work shall be binding upon the Contractor with the same force as the Plans.
- 1.15** **Similar** Where the word "similar" appears on the drawings or specifications, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work, and it shall be equal in quality and performance.
- 1.16** **Subcontractor** means a person, partnership or corporation to whom the Contractor, with written consent of the Owner, sublets part of the work. A Subcontractor has no contractual relationship with the Owner.
- 1.17** **Substantial Completion** means that the Work has progressed to the stage where the entire project, including mechanical, electrical, and equipment installations, can be occupied or used by the Owner for its intended purpose, and when any remaining work can be done without interfering with the Owner's use and formal instruction on all major equipment operation and maintenance, both verbal and written, along with as-built reproducible drawings have been given. The Owner will notify the Contractor, in writing, the date of substantial completion has been reached, based on the recommendation of the Architect or Engineer.
- 1.18** **Work** means everything express or implied required to be furnished and performed by the Contractor under the Contract and shall include both Contract Work and Extra Work.

## **2.0 City of Richmond Terms and Conditions**

### **2.1 Advertising Clause**

It is understood and agreed that, in the event a contract is awarded for the supplies, equipment, or services included in this proposal, that no indications of such sales or services to the City of Richmond will be used in any way in product literature or advertising unless with written approval of the City of Richmond and only for bibliographical and curriculum vitae purposes.

### **2.2 Applicable Law and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the City of Richmond and any litigation with respect thereto shall be brought in the courts of the City. In performing the Work under the Contract, the Contractor shall comply with applicable Federal, State, and Local laws and regulations. The service is being offered or performed in accordance with the Recreational Trails Program and the Compliance Guidance in the United States Department of Transportation regulations in 49 CFR and applicable parts 18.19 and 26, FHWA 1273, and the Buy America Executive Order 13788.

### **2.3 Assignment & Subcontracting**

The Contractor shall not assign the Contract or any parts of the Contract without the prior written consent of the Owner nor shall the Contractor assign any monies due or to become due hereunder without the prior written consent of the Owner.

The contract shall not be subcontracted without the prior approval of the City of Richmond.

### **2.4 Audit**

The City reserves the right to audit all aspects of the contract: the vendor's financial capability and accounting system, basis for progress payments, compliance with applicable laws, as well as appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. In cases where the vendor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the metro-Richmond area.

### **2.5 Authorized Signature**

All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent contract

### **2.6 Availability of Funds**

It is understood and agreed between parties to any agreement resulting from this proposal that the City shall be bound hereunder only to the extent of funds available or which may hereunder become available for the purposes of this agreement.

It is further understood and agreed between the parties to any agreement resulting from this proposal that the City shall not be obligated to purchase or pay for insurance or services covered by this agreement unless and until they are ordered, delivered, or performed for the City.

### **2.7 Award**

The City of Richmond will make the award to the lowest responsive/responsible bidder. The Procurement office reserves the right to conduct any test it may deem advisable and to make all evaluations necessary. Additional criteria will be considered in the award of Requests for Proposals. The City of Richmond also reserves the right to reject any or all bids/proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City of Richmond to be in its best interest. The City also reserves the right to award in whole or in part; to one vendor or multiple vendors, whichever is deemed to be most advantageous and in the best interest of the City.

**2.8 reserved**

**2.9 Century Compliance.**

Hardware, software and firmware products, individually and in combination, shall be capable of processing dates that cross or span century boundaries with the correct system date, without human intervention, including leap year calculations and shall also provide correct results when moving forward or backward in time or century.

**2.10 Contractor Accessibility**

It is understood and agreed that in the event of equally qualified (and responsive) bidders for an award, the award shall be granted to the bidder with the greatest degree of accessibility to the City officials responsible for administering the contract. (This policy shall not apply if specifically prohibited.)

**2.11 reserved**

**2.12 Default**

In case of default of the successful bidder, or it fails to deliver the supplies or services ordered by the time specified, the City, after due notice (verbal or in writing), may procure them from other sources and hold the bidder responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

**2.13 Delivery**

Time of proposed delivery shall be stated in number of calendar days. General terms such as "stock", "immediately", and "as soon as possible", may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.

**2.14 Descriptive Literature**

Bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and its bid will be evaluated accordingly.

**2.15 Drug Free Work Place**

City Resolution No. 2000-R197-191 prohibits the City of Richmond from contracting with any vendor that fails to comply with this policy. The vendor by its signature hereto certifies that it has taken and shall continue to take appropriate and effective action to (1) educate its employees about the dangers of drug abuse in the workplace; (2) provide its employees with effective drug counseling, rehabilitation and employee assistance programs; (3) discipline employees who violate the requirement of a drug free workplace, and (4) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The vendor is also prohibited from contracting with any other party that fails to comply with this policy.

Failure by a vendor or its subcontractor to comply with the provisions outlined above will be cause for termination of the contract.

**2.16 Employment Discrimination**

The City of Richmond prohibits employment discrimination by its contractors. In accordance with section 21-70 of the Richmond City Code, during the performance of every contract over \$10,000, the contractor agrees as follows: (a) the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth

the provisions of this nondiscrimination clause; (b) the contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer; (c) notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section. The contractor will include the provisions of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**2.17 Ethics in Public Contracting**

By signing Bid in response to this Invitation for Bids, the bidder certifies and warrants that (i) it has not violated any provisions of federal law, the Code of Virginia, the Richmond City Charter, or the Richmond City Code (ii) its Bid is made without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its bid and (iv) it has not conferred on any public employee having official responsibility for this 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 was exchanged. The bidder agrees that if such warranty is in any respect breached, such breach shall constitute a material breach of any contract that the City may award to it and it shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its bid.

**2.18 Faith Based Organizations**

The City of Richmond does not discriminate against faith-based organizations. By signing its bid, the bidder, if a faith-based organization, agrees that it understands the requirements of City Code §21-43 (Va. Code § 2.2-4343.1).

**2.19 Incorporation of Policies and Procedures**

This solicitation is subject to the provisions of the Chapter 21 of the Code of the City of Richmond, the Department of Procurement Services Policies and Procedures and the Virginia Public Procurement Act and any revisions thereof, which are hereby incorporated into this contract by reference. Copies of these documents may be viewed at the City of Richmond's website ([www.RichmondGov.com](http://www.RichmondGov.com)).

**2.20 Indemnity**

The Vendor agrees to defend, save harmless and indemnify the City from and against any and all claims for damages against the City caused by the Vendor's errors, omissions or negligent acts in the performance of this contract.

**2.21 Informalities**

The City reserves the right to waive any informality in bids. Bids making exceptions to terms and conditions included in this Invitation may be considered, but preference may be given to those who do not make such exceptions.

**2.22 Invoicing**

The Contractor shall submit invoices that include the following: unique invoice number; corresponding purchase order number; and, Contractor's Federal Tax Identification Number (TIN). All invoices must be itemized and include sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for the item. Failure to include the aforementioned information on the invoice may result in the invoice being rejected, returned, and unpaid. The Contractor shall submit the original invoice to either:

accountspayable@richmondgov.com

or

City of Richmond

Accounts Payable  
900 East Broad Street  
Richmond, VA 23219

**2.23 Insurance**

The Contractor shall provide and keep in full force and effect during the performance of the contract the kinds and amounts of insurance prescribed in this paragraph, and shall comply with all other provisions of this paragraph. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia and acceptable to the City. The Contractor shall pay all premiums and other costs of such insurance. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the contract includes the premiums and other costs of such insurance and that the City shall not be responsible therefor. Each insurance Policy and Certificate of Insurance shall be signed by duly authorized representatives of such insurance companies which shall be licensed to business in the Commonwealth of Virginia and shall be countersigned by duly authorized local agents of such companies. The certificates and evidence of coverage will be complete before the City signs the contract.

All Certificates of Insurance shall show the Contract Number. The Contractor shall not be required to furnish the City with copies of the insurance contracts required by this paragraph unless requested from time to time by the Director of Procurement but the Contractor shall provide a Certificate of Insurance issued by such insurance companies in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance provided. However, in no event shall the Insurance Contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia, and that it will not be canceled or modified by the insurer for non-payment of premiums or otherwise unless at least ninety (90) days prior notice to that effect is given the Director of Procurement Services by registered mail, return receipt requested, anything in such Insurance Contract to the contrary notwithstanding; and that the Insurance Contract has been endorsed accordingly. The City reserves the right to require, without cause, insurance in greater amounts than those set out below in this paragraph on any Contract, provided notice of such requirements is given prior to final acceptance of the Bid. The insurance contract shall provide that the insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

**SCHEDULE OF INSURANCE COVERAGE**

- A. Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.
- B. Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- C. Statutory Workers' Compensation and Employers' Liability with the Alternate Employers Endorsement WC 000301. If any employee of the Contractor is not subject to the provisions of the Virginia Worker's Compensation Act, the Contractor shall nevertheless insure payment of the same compensation to such employee as is provided for by the Virginia Worker's Compensation Act.
- D. Professional Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence. (Submit only if applicable.)
- E. Other insurance as required based upon the nature of the contract.

All insurance contracts shall name the City as an additional insured.

Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any negligent act or omission or any willful misconduct on the part of the Contractor, its subcontractors, agents or employees under or in connection with the IFB or the performance of or failure to perform any work required by the IFB. The Contractor shall save harmless and indemnify the City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to court costs and reasonable attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits do to, arising out of or in connection with any and all such damage, real or alleged, to the extent caused by the Vendor's negligence or willful misconduct. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such suits or defense of claims.

**2.24 Interchangeability of Terms.**

Where used in these solicitations the terms "bid" and "proposal" should be interpreted to have the same meaning unless the intent is clearly defined otherwise.

**2.25 Licenses, Permits and Fees**

The successful contractor shall be required to obtain all necessary permits and licenses required by federal, state and local regulations, laws ordinances or rules. All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia for the performance of this project.

**2.26 Minority and Emerging Small Business Participation**

It is the official goal of the City of Richmond to increase the dollar value of all contracts awarded to minority business enterprise and emerging small business (MBE/ESB) contractors and subcontractors to the highest level that is reasonably achievable for any particular field of contracting. To implement this policy, the City shall encourage minority participation through subcontracting and certain business development methods in contracting for services. Please submit the attached MBE/ESB Participation Commitment Form, indicating the percentage of MBE/ESB participation you propose for this project.

**2.27 MBE/ESB Reporting Requirement**

Contract awardees are required to submit an MBE/ESB Monthly Compliance Report. This form must indicate **all** payments made to subcontractors during the period for which the City is being invoiced. **You must also indicate on this form those subcontractors that are MBEs or ESBs.** This form should be submitted directly to the Office of Minority Business Enterprise at City Hall. Vendors may call the Office of Minority Business Enterprise at (804) 646-3985 for clarification on the City's MBE/ESB participation or reporting requirements.

**2.28 Reserved**

**2.29 Reserved**

**2.30 Non-Discrimination**

By entering into this Contract, the Contractor agrees to abide by the Civil Rights Act of 1964, the American Disabilities Act of 1990, and City Code § 21-43. The City of Richmond does not discriminate against faith-based organizations.

**2.31 Offset Clause**

Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

**2.32 Patents and Trademarks**

By submission of bid, the bidder certifies that the merchandise to be furnished will not infringe any valid patent or trademark, and the successful bidder will, at its own expense, defend any and all actions or suits

charging such infringement, and will save the City of Richmond, Virginia harmless in case of any such infringement

**2.33 Personnel**

The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

**2.34 Post Award**

Following the selection and signing of a contract, the Contract Specialist will notify those offerors whose proposals are not selected of the name of the selected offeror. Please keep in mind that it may take up to two months to award this contract.

**2.35 Public Inspection of Records**

Public inspection of procurement documents shall be in accordance with City Code §21-5.

**2.36 Property of Work**

Any work resulting from the award of this contract will become the sole property of the City of Richmond. The successful offer shall not copyright any material or reports. And, upon request, the contracted vendor should turnover all work papers and related documents to the City.

**2.37 Quantities**

The quantities shown are estimates only and the city reserves the right to purchase only its requirements whatever the quantity may be, plus or minus, during the period specified

**2.38 Rejection of Bids**

The City of Richmond reserves the right to reject any and all bids. The City of Richmond reserves the right to negotiate with the selected bidder in order to best serve the needs of the City, in respect to both cost effectiveness as well as comprehensive program design.

**2.39 Samples**

Samples of items, if requested, shall be furnished without charge, upon request within 10 days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense.

**2.40 Separate Invitations**

Bid responses for separate bid invitations shall not be combined on the same form or placed in the same envelope. Such bids may not be considered

**2.41 Submission of Bids**

Unless otherwise specified in the solicitation, the below provisions apply.

- a) Packages containing bids should be sealed and marked in the lower left-hand corner with the invitation number, commodity classification, and date and hour of opening of bids. Failure to do so may cause bid not to be considered.
- b) Bids shall be submitted on the forms furnished. Erasures or other changes in the bid must be annotated and initialed by the individual signing the bid.
- c) Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for on the bid sheet may be rejected by the City as being incomplete.
- d) Bids submitted in pencil may be cause for rejection.
- e) Should any additions or deductions or any changes in price or specifications be written or otherwise set forth on the outside of any sealed package purporting to contain a bid, such package shall be returned unopened to the bidder.



- f) The City of Richmond is not responsible for the mishandling of any bid not properly identified on the outside of the package.
- g) The City of Richmond is not responsible for bids delivered to places other than as indicated in the bid package.

**2.42 Travel Expenses**

Travel expenses will be reimbursed at the prevailing City of Richmond rate(s). This will only be paid if another provision of this Contract allows for travel reimbursement.

**2.44 Use of Brand Names**

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that it is bidding on the article mentioned and not an approved equal, and it will be required to deliver the exact article specified.

### **3.0 Instructions to Bidders**

#### **3.1 Receipt and Forms of Bid**

The following required forms are to be completed and returned with this bid package: **the Bid Form, Bid Security, MBE-2 Form**

Envelopes containing the bid and bid security shall be sealed, addressed and marked as follows:

City Of Richmond, Virginia  
Richmond Purchasing Services  
900 E. Broad Street, 11<sup>th</sup> Floor, Room 1104  
Richmond, Virginia 23219

Mark in lower left hand corner of envelope:

Bid For: **IFB No. 200012159 – Pump House Park Trail**

To Be Received At: September 14, 2020 at 2:00 PM

To Be Opened At: September 15, 2020 at 2:00 PM

Mark in upper left hand corner:

Bidder's Name  
Address and Virginia  
Contractor's Registration  
Number and Date of Registration

#### **3.2 Bidding Documents**

Bidding documents include the Pre-Bid Information, if any, Invitation to Bid, Instructions to Bidders, the Bid Form, technical specifications, drawings, other sample bidding and Contract forms and the proposed Contract Documents (as defined in the General Conditions), and all addenda issued prior to the date set for receipt of bids.

#### **3.3 Examination of Site and Drawings**

Each bidder shall visit the site of the proposed Work and fully acquaint himself with conditions relating to construction and labor, so that he may fully understand the facilities, difficulties and restrictions attending the execution of the Work under the Contract.

The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with the conditions there existing, shall in no way relieve any bidder from the obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as conclusive evidence of compliance with this section.

#### **3.4 Pre-Bid Meeting**

A pre-bid meeting for this project will not be held.

#### **3.5 Interpretations**

**3.5.1** If any person contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the proposed Contract Documents or discrepancies of any sort between existing conditions and proposed new Work, he must submit a written request for an interpretation to the Department of Procurement Services, 900 E. Broad Street Room 1104, Richmond, Virginia 23219. The person submitting the request shall be responsible for its prompt and actual delivery by 2:00 PM on August 27, 2020. .

**3.5.2** Any interpretation or modification of such documents will be made only by Addendum duly issued by the Owner and a copy of which will be mailed or delivered to each bidder known to have received a set of such documents. Neither the Owner nor the Architect or Engineer will be responsible for any other explanations or interpretations anyone presumes to make on behalf of the Owner or Architect or Engineer before the expiration of the ultimate time set for the receipt of bids.

**3.5.3** Any contact with any City officer, employee, agent or other representative concerning this Invitation for Bids prior to award and execution of the Contract other than that outlined in this section 3.5 (“Interpretations”) is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.

### **3.6 Withdrawal of Bids.**

#### **3.6.1 Conditions for Withdrawal.**

**3.6.1.1 Before Deadline for Receipt.** A bidder may withdraw the bidder’s bid before the deadline fixed in this Invitation for Bids for the receipt of bids by submitting a written notice to the person identified on the cover sheet of the Invitation for Bids as the preparer of the Invitation for Bids. The written notice must be signed by the person who signed the bid, provided that another person may sign the written notice instead if a valid power of attorney authorizing such other person to sign on behalf of the person who signed the bid is attached to the written notice.

**3.6.1.2 After Deadline for Receipt.** A bidder may withdraw the bidder’s bid after the deadline fixed in this Invitation for Bids for the receipt of bids only in accordance with section 21-53 of the Code of the City of Richmond and the provisions of this section 3.6.

A. Pursuant to section 21-53(a) of the Code of the City of Richmond, a bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

B. Pursuant to section 21-53(b) of the Code of the City of Richmond, 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 that 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.

#### **3.6.2 Procedure for Withdrawal due to Error or Mistake.**

A. Bids will be opened on the date and at the time fixed in the Invitation for Bids, as amended by any addendum. Bids are usually opened one day following the deadline for the receipt of bids fixed in the Invitation for Bids, as amended by any addendum. Bids will not be opened less

than one day following the deadline for the receipt of bids fixed in the Invitation for Bids, as amended by any addendum.

- B. In accordance with section 21-53(c)(2) of the Code of the City of Richmond, the bidder shall submit to the person identified on the cover sheet of the Invitation for Bids as the preparer of the Invitation for Bids the bidder's original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. The bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined in this section 3.6 and withdraw the bid. The Contract shall not be awarded by the City until the two-hour period has elapsed. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in this section 3.6.2. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.
- C. The failure of a bidder to submit the bidder's original work papers, documents and materials used in the preparation of the bidder's bid at or prior to the time fixed for the opening of bids constitutes a waiver by the bidder of the bidder's right to withdraw the bidder's bid due to an error or mistake.
- D. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section 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 percent.
- E. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this section 3.6.2, the lowest remaining bid shall be deemed to be the low bid.
- F. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.
- G. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director's decision regarding the bidder's request to withdraw the bidder's bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of this section 3.6.2, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

**3.6.3 Consequence if Bid Not Withdrawn.** If the bidder does not withdraw the bidder's bid as provided in this section 3.6, or if the bidder is not permitted to withdraw the bidder's bid as described in section 3.6.2(G), the Owner shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder's bid or offer.

### **3.7 Bidders Present**

At the time and place fixed for the opening of the bids, the contents of the bids will be read aloud and made public information for bidders and others properly interested who may be present either in person or by representative. Bid tabulations will be available on the website the Monday following the date set for the opening of bids. Otherwise access to public information shall be in accordance with §21-5 of the Code of the City of Richmond.

### **3.8 Addenda**

From time to time, addenda may be issued that will provide clarifications or supplemental information about the bid documents. All firms receiving bid documents issued by the Owner will be provided copies of addenda. Failure to acknowledge any addendum that has a material effect on the bid: that is on price, quantity, quality or delivery, and is not merely administrative may result in your bid being rejected as non-responsive. Addenda must be acknowledged as indicated on the Bid Form. The bidder is responsible for verifying the existence of addenda items.

### **3.9 Regulations Governing Contractors**

Bidders are required under Title 54.1, Code of Virginia, to show evidence of licensing as appropriate before bid may be received and considered on a general or Subcontract as follows:

"Class A Contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$70,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is \$500,000 or more.

"Class B Contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$7,500 or more, but less than \$70,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is \$150,000 or more, but less than \$500,000.

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

"Contractor" means any person, that for a fixed price, commission, fee, or percentage undertakes to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvements to such real property.

### **3.10 Laws, Permits and Regulations**

The Contractor must comply with all local, State and Federal laws, rules, ordinances and regulations applicable to the Contract and to the Work done hereunder, and must obtain at its own expense all permits, licenses or other authorization(s) necessary for the prosecution of the Work. If the Contractor ascertains at any time that any provisions of this Contract are not in compliance with applicable laws, rules, ordinances or regulations, it shall promptly notify the Architect or Engineer and confirm the findings in writing.

**3.10.1 Richmond Stormwater Management Permit.** The Contractor will apply for a Richmond Stormwater Management Permit (RSMP) . The completed permit application will be provided to the Contractor by the Owner.

**3.10.2 Designation of “Responsible Land Disturber.”** The Contractor will complete the form provided by the Owner to be submitted to the City of Richmond.

**3.10.3 “Work in Streets Permit.”** The Contractor will complete the form and submit to the City of Richmond.

**3.11 Minority Business Utilization**

It shall be the official policy of the City of Richmond to increase the number of minorities who participate meaningfully in all City construction Contracts. To this end, the City shall use good faith efforts and shall encourage good faith efforts by all parties who engage in governmental construction contracting with the City to the following ends:

- a) To stimulate the creation and development of minority contractors and subcontractors, and to advance in reasonable and responsible ways, and deliberately and consistently over the long term, their entrance into and participation in the construction industry.
- b) To advance in reasonable and responsible ways, and deliberately and consistently over the long term, the participation of minority individuals at higher skill and responsibility levels within non-minority firms engaged in construction contracting and subcontracting.
- c) To encourage voluntary efforts by the construction industry to increase the participation of minority individuals and businesses in the industry.

All actions taken by the City in construction contract procurement shall be consistent with this policy.

**3.12 Examination of Plans, Specifications, Contract Documents and Project Site**

By submitting a bid, the bidder represents that it has visited the site of the proposed Work; is fully acquainted with conditions relating to the proposed construction; has correlated its observations with the requirements of the Contract Documents and all matters which may in any way affect the Work or its performance. The Contractor fully understands the extent of the Work required by the Contract Documents as a result of such examination and investigation. The failure or omission of any bidder to review or examine any form, instrument, addendum or other document, or to visit the site and become acquainted with existing conditions, shall not relieve the bidder from any or all obligations with respect to its bid or the Contract. The submission of a bid shall be taken as a prima facie evidence of compliance with this paragraph and no plea of ignorance or misunderstanding as to what is anticipated under the terms of the bid or the Contract Documents shall be available as a defense for failure to perform.

Further, by submitting a bid for this project the Contractor certifies that all his Subcontractors are familiar with the Contract Documents as they may affect each Subcontractor. The Contractor further agrees that it is as fully responsible to the Owner for the acts or omissions of its Subcontractor, either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**3.13 Supplemental Specifications**

Special provisions applicable to the project may be used to supplement or clarify these General Conditions, but no item of the General Conditions may be amended nor deleted, or its intent changed without prior written approval of the Owner.

**3.14 Subsurface Investigation**

Subsurface investigation data indicated on the drawings or incorporated in the specifications are intended by the Owner as a guide to acquaint the bidder with conditions that may be encountered during the course of Work. The Owner does not guarantee these conditions are representative of the entire project. The bidder may make, at its own expense, sufficient investigations necessary to verify the quantities and materials that may be encountered.

### **3.15 Trade Names and Alternatives**

When the drawings or specifications specify one or more manufacturers' brand names or makes of materials, devices or equipment as indicating a quality style, appearance or performance, the bidder shall base its bid on any of the specified brands or an alternate brand which is intended as a substitute. Use of an alternate shall not be permitted unless it is found to be equal or better and approved by the Architect or Engineer and at no additional cost to the Owner. The Bidder shall determine and certify that any substitute will fit in the space provided so that it will be accessible for maintenance and that it shall produce the capacity specified.

**3.15.1 Burden of Proof.** The burden of proof as to the comparative quality and suitability of alternative equipment, articles or materials shall be upon the bidder who shall furnish at his or her own expense such information relating thereto as may be required by the Architect or Engineer. The Architect or Engineer shall be the sole judge as to comparative quality and suitability of alternative equipment, articles or materials and whose decisions shall be final.

Any other brand, make of material, device or equipment which, in the opinion of the Architect or Engineer is recognized the equal of that specified, considering quality, workmanship and economy of operation and maintenance, and is suitable for the purpose intended, may be accepted.

**3.15.2 Substitution.** Substitution of equipment, articles or materials for specified items or approved alternates after bid opening may not be made without the prior written approval of the Architect or Engineer.

### **3.16 Contractor's Insurance**

**3.16.2 Blasting Insurance.** Should any blasting become necessary to perform the Contract, liability insurance shall be provided by the Contractor in the amount of at least \$1,000,000 per occurrence, directly or indirectly arising from or during the time blasting is done. Such insurance may be provided either under a separate blasting insurance contract, by endorsement of the Commercial General Liability Insurance contract, or by any other insurance contract. Such insurance shall cover the General Contractor and shall extend to provide coverage of any Subcontractor doing blasting. No blasting shall be done until the insurance covering blasting is provided as required by this subsection or in greater amounts if so required by the Owner, provided, however, that in the event the blasting is solely and exclusively to be carried out by and under the supervision and direction of a Subcontractor's policy. The furnishing of insurance by the Subcontractor shall not create any contractual relationship between the Owner and Subcontractor. If the Owner requires greater amounts of insurance, notice of such requirements shall be given to all bidders not less than fifteen (15) days prior to the bid receipt date.

**3.16.3 Insurance Required of Subcontractors.** The Contractor shall not allow any Subcontractor to commence work on his subcontract until insurance as specified herein has been obtained covering the operations of said Subcontractor.

**3.16.4 Non-Release of Obligations.** The carrying by the Contractor or Subcontractor of the insurance required shall in no way be interpreted as relieving the Contractor or Subcontractor of any obligations it may have under this Contract.

### **3.17 Bid Security**

Except in an emergency, all bids for construction Contracts in excess of \$100,000 shall be accompanied by a bid guarantee of not less than five percent (5%) of the bid amount set forth in item 14 of the Bid Form. Such security may be a certified check or a cashier's check or a Bid Bond made payable to the

Owner. The Owner may require bid security for lesser bid amounts, however, this will be so stated in the Invitation for Bid.

Such Bid Bond or check shall be submitted with the understanding it shall guarantee that the bidder will not withdraw its bid during the acceptance period indicated in the Invitation for Bids except as defined in paragraphs 2.42 and 3.1 of the Contract Documents; that if the bid is accepted, the bidder will enter into a formal Contract with the Owner in accordance with the Contract Documents; and that Performance and Payment Bond, and Certificate of Insurance will be given; and that in the event of the failure to enter into said Contract and give said Bonds and Certificate of Insurance within fifteen(15) days after it has received notice of acceptance of its bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee or the difference between the bid for which the bond was written and the next low bid as representing the damage to the Owner. Forfeiture under a Bid Bond shall not exceed the lesser thereof. The Bid Bonds and checks shall be returned to all except the three lowest bidders after the formal opening of bids. The remaining bid bonds and checks will be returned to the three lowest bidders after the accepted bidder has executed the Contract, Performance and Payment Bonds and Certificate of Insurance and the Owner has approved them.

If the required contract has not been executed within sixty (60) days after the date of the opening of bids, or any extension agreed to in writing by both parties, then bond or check of any bidder will be returned upon request, provided it has not been notified of the acceptance of its bid prior to the date of such request. No plea of mistake in the bid shall be available to the bidder for the recovering of a bid security or as a defense to any action based upon the neglect or refusal to execute a Contract except as provided in paragraphs 2.27 and 3.5 of the Contract Documents.

A bid bond will be accepted if executed on the official form furnished by the Owner or other form as may be approved by the Owner. Bid bonds must be in an original form and contain original signatures. Any bid accompanied by a bond executed as a copy, duplicated or facsimile will be rejected.

### **3.18 Preparation and Submission of Bids**

Bids shall be submitted on the forms furnished. All unit or lump prices shall be shown in numbers and written characters. Where discrepancies occur between the numbers and written, the numbers shall govern. Erasures or other changes in bid must be annotated and initialed by the individual signing the bid. Bids containing any conditions, omissions, unexplained erasures or alterations, or items not called for on the bid sheet, may be rejected by the Owner as being incomplete.

Bidders shall bid on all items as shown on the bid sheet, if required by the Owner. Bids submitted in lead pencil may be cause for rejection. Should any additions or deductions, or changes in price or specifications be written or otherwise set forth on the outside of any sealed envelope purporting to contain a bid, such envelope shall be returned unopened to the bidder.

Each bid must give the full business address of the bidder and be signed in ink with his or her usual signature where signature by the bidder is indicated.

Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which they are incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. A bid by a person who affixes to his or her signature the word "President", "Secretary", "Agent", or other designation, without disclosing his or her principal, may be held to be the bid of the individual signing. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished if signed by other than the president.



Bids along with the bid guarantee shall be enclosed in a sealed envelope that shall be marked and addressed as indicated by the Invitation for Bid. Bidders are required under Title 54.1 of the Code of Virginia to show evidence of licensing as a Class "A" Contractor before bid may be received and considered (1) on a general or subcontract of \$70,000 or more, or (2) Class "B" Contractor for projects of \$7500 to \$70,000, and (3) repair or improvements undertaken by such person within any twelve-month period is Five Hundred Thousand dollars (\$500,000) or more. When a license is required for either of the foregoing reasons, or whether or not so required, if the bidder is the holder of a license, the bidder shall place on the outside of the envelope containing its bid and in its bid over the bidder's signature the following notation: "A licensed Virginia Contractor No. \_\_\_\_." All vendors and contractors providing supplies, materials, goods, equipment, services, etc. for the project must be licensed in Virginia as required.

If forwarded by mail the sealed envelope containing the bid shall be enclosed in another envelope addressed to the Contract Specialist, 900 E. Broad Street, 11th Floor, Richmond, Virginia 23219. If forwarded otherwise than by mail, it shall be delivered to the above address prior to the time set for receiving or opening bids.

**3.19 Receipt and Opening of Bids**

Bids will be opened publicly at the time and place stated in the Invitation for Bid. The officer whose duty it is to open them will decide when the specified time has arrived. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. It is the responsibility of the bidder to assure that its bid is delivered to the designated place of receipt prior to the time set for the receipt of bids. Any bid received after the time designated for receipt of bids will not be opened or considered and will be returned to the bidder.

**3.20 Minor Irregularities**

The Owner reserves the right to waive minor informalities and irregularities. A minor informality or irregularity is one that is merely a matter of form and not of substance or some immaterial defect in a bid or variation of a bid form that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, quality or delivery is negligible. Any clerical mistake, apparent on its face in the bid, may be corrected by the Procurement Officer upon verification of the bid intended.

**3.21 Rejection of Bids**

The Owner reserves the right to reject any or all bids. Any bid that fails to conform to the essential requirements of the solicitation or the specification or is unreasonable as to price may be rejected. In cases of unit priced bids, any bid may be rejected if the prices for any line items or sub line items are materially unbalanced.

**3.22 Royalties and Patents**

Contract prices must include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall indemnify and save harmless the Owner, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment or process to be performed under the Contract, and shall indemnify the said Owner, its officers, agents, and employees for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution of, or after completion of the project.

#### **4.0 Award and Execution of Contract**

##### **4.1 Award of Contract**

The contract will be awarded to the lowest responsive, responsible bidder who shall be determined by the Director of Procurement Services in accordance with the provisions of the City Code and the laws of the Commonwealth of Virginia. To be responsive, a bid must comply in all material respects with the Invitation for Bids. Bids must be filled out, executed and submitted in accordance with the Instructions to Bidders. Award shall be made to responsible contractors only. To be determined responsible, a prospective contractor must meet the following conditions:

- a) Have adequate financial resources to perform the contract, or the ability to obtain them.
- b) Be able to comply with the proposed performance or delivery schedule considering all other business commitments.
- c) Have a satisfactory performance record in the City or other governmental localities. However, a prospective contractor shall not be non-responsible solely on the basis of a lack of relevant performance history.
- d) Possess the necessary construction and technical equipment and facilities to perform the Work.
- e) Comply with the City's Human Rights conditions.

##### **4.2 Executing the Contract**

Upon notice of award of the Contract, the bidder shall sign the contract on receipt and furnish the Performance and Payment Bonds as prescribed in paragraph 4.5 and the Certificate of Insurance as prescribed in paragraph 3.16, which are required to be procured by the contractor within fifteen (15) calendar days after the date of the notice of award or within such further time as the Owner may allow.

##### **4.3 Contract Obligation**

No Contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written Contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written Contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner subject to the terms and conditions of the Contract Documents.

##### **4.4 Execution of Documents**

All documents that the bidder is required to execute under these General Conditions shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided. If the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual or partnership, the individual to be bound shall sign, and each partner to be bound shall sign the document or documents, which signature shall be duly witnessed.

##### **4.5 Contract Security**

**4.5.1** For contracts with a value exceeding one hundred thousand dollars (\$100,000), the Contractor shall deliver to the Owner or its designated representative a Performance Bond and a Labor and Material Payment Bond, each fully executed by the Contractor and one or more surety companies legally licensed to do business in Virginia and each in an amount equal to the sum of the contract amount. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to

approval by the Owner. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner and the Office of the City Attorney

**4.5.2** The contractor may submit alternative forms of security in lieu of the bonds described in subsection 4.5.1 above in accordance with City Code § 21-51.

**4.5.3** For contracts with a value of less than one hundred thousand dollars (\$100,000), the Contractor will not be required to provide a Performance Bond or a Labor and Material Payment Bond as described above unless the Invitation for Bids states that such bonds will be required. If the Invitation for Bids specifies that the Contractor is required to provide a Performance Bond or a Labor and Material Payment Bond, or both, the Contractor shall pay the cost thereof. If the Invitation for Bids does not specify that the Contractor is required to provide a Performance Bond or a Labor and Material Payment Bond, or both, but the City nevertheless requests that the Contractor do so, the Contractor shall provide the requested bonds in accordance with this section 4.5, and the Owner shall pay the cost thereof, which shall be added to the contract amount by change order.

#### **4.6** **Subcontracts**

Within 15 days after notification of contract execution and before making any subcontract or issuing any purchase order, the contractor must submit the all subcontracts to the Owner for approval. The Owner will notify the contractor in writing the names of all approved Subcontractors, but such approval shall not entitle Subcontractors recognition for any direct contractual relationship with the Owner, nor shall it constitute approval of the use of materials other than those specified. The Contractor shall be responsible for all acts of Subcontractors and for all contract work regardless of any subcontract. The Owner and the Architect or Engineer may request approval of any Subcontractor be revoked for good cause. Notice of such revocation of approval will be in writing to the Architect or Engineer by the Owner for transmittal to the Contractor.

**4.6.1 Additional Requirements.** Nothing in this section shall preclude such Contractor from requiring each Subcontractor to furnish a Performance Bond and a Payment Bond with surety thereon in the sum of the full amount of the contract with such Subcontractor conditioned upon the faithful performance of the contract and the payment to all persons who have fulfilled contracts which are directly with the Subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

**4.6.2 Subcontractor Obligations.** Nothing in the Contract Documents shall create any obligation on the part of the Owner to pay or see to the payment of any sums directly to any subcontractor.

#### **4.7** **Separate Contracts**

The Owner reserves the right to let other contracts in connection with the project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall take all reasonable action to coordinate its work with their work.

If the work performed by the separate Contractor is defective or so performed as to prevent the Contractor's own progress, the Contractor shall immediately notify the Architect or Engineer upon discovering such conditions. Upon receiving notification, the Architect or Engineer shall take such appropriate steps as are necessary to allow the Contractor to carry out its work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor pursuant to the terms of the Contract Documents for any delays and extra costs caused by the separate Contractor's failure to properly perform.

#### **4.8** **Taxes**

The contractor shall pay all taxes by law resulting from the work or traceable thereto except taxes and assessments on real property comprising the site of the project. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; however, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefore.

#### **4.9 Compliance with Laws**

The Contractor shall be fully responsible for knowledge of and shall abide by each and every law, rule or regulation of the City of Richmond, the Commonwealth of Virginia, and the United States government covering such project and in force at the time of the Contract execution. It shall not be entitled to claim any damages for delay occasioned by compliance with such laws. Where such laws are changed during the course of the Contract and impact the performance of the Work, such changes shall be made effective through Change Order prepared in accordance with the terms of the Contract Documents.

#### **4.10 Indemnity**

The Contractor shall defend, indemnify, reimburse and keep and hold the Owner and its employees free and harmless from liability on account of injury or damage to persons, including the Contractor's employees and employees of each subcontractor and property, growing out of or directly or indirectly resulting from the performance of the contract or any subcontract and the failure, refusal or neglect to comply with the provisions of the Contract.

In the event that any suit or proceeding is brought against the Owner, at law or in equity, either independently or jointly with the Contractor or a Subcontractor on account thereof, the Contractor shall defend the Owner in any such suit or proceeding at the cost of the Contractor. In the event of a final judgment or degree being obtained against the Owner, either independently or jointly with the Contractor or Subcontractor, then the Contractor shall pay such judgment or comply with such decree with all costs and expense of whatever nature and hold the Owner harmless there from. The Contractor shall insure the liability assumed by him under this Contract and have evidence of such insurance certified to the Owner on forms provided by the Owner. Nothing in the section shall be deemed to be in conflict with the Code of Virginia, as amended.

#### **4.11 Notice**

**4.11.1** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery. All notices to the Owner should be directed to the Project Manager.

**4.11.2** If the Owner and the Contractor agree in writing that Notices transmitted by facsimile transmission ("Fax") are acceptable for the Project, such Notices shall be transmitted to the Fax number listed in that agreement and shall have a designated space for the Faxed Notice recipient to acknowledge his receipt by authorized signature and date. The Faxed Notice with authorized signature acknowledging receipt shall be transmitted back to the sender. The Faxed Notice shall be effective on the date it is acknowledged by authorized signature. All Faxed Notices shall also be sent by hard copy, which shall be effective upon delivery, as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed Notice or the date of delivery, whichever occurs first.

#### **4.12 Contract Amount**

**4.12.1 Generally.** The term “contract amount,” as used in these General Conditions of the Contract, means the Maximum Authorized Contract Amount for this Contract as stated on the contract page signed by the authorized representatives of the Owner and the Contractor. The Maximum Authorized Contract Amount may be increased or decreased as authorized by these General Conditions of the Contract. The total aggregate or cumulative liability of the Owner in connection with this Contract or with any work thereunder shall not under any circumstances exceed the Maximum Authorized Contract Amount. Each payment made to the Contractor pursuant to this Contract reduces the portion of the Maximum Authorized Contract Amount available for payment to the Contractor. The Maximum Authorized Contract Amount is not a guarantee of payments that the Contractor will receive under this Contract.

**4.12.2 Lump Sum Contracts.** If this Contract is awarded on a lump sum basis, as evidenced by the Bid Form, the Maximum Authorized Contract Amount is the amount of the lump sum base bid plus the amounts of any additive bid items chosen by the Owner, unless an adjusted bid price is negotiated pursuant to section 21-55(b) of the Richmond City Code.

**4.12.3 Unit Price Contracts.** If this Contract is awarded on a unit price basis, as evidenced by the Bid Form, the Maximum Authorized Contract Amount is an amount estimated by the Owner to be available for expenditure for this Contract through the June 30 immediately following the date of this Contract as shown on the contract page signed by the authorized representatives of the Owner and the Contractor. The Maximum Authorized Contract Amount may be more or less than the Total Computed Price on the Bid Form.

## **5.0 Performance of Contract**

### **5.1 Order of Precedence**

The Contract Documents shall be accorded the following order of precedence unless specifically changed elsewhere in these specifications:

- Change Orders
- The Contract
- Addenda
- Division 01010 General Conditions of the Contract
- Special Provisions of the Contract
- Technical Specifications
- Drawings
- Supplementary Drawings
- The Invitation for Bid
- The Request for Qualification

### **5.2 Commencement of Work**

The Contractor shall mobilize forces and commence work within fifteen (15) days from Notice to Proceed or as may be mutually agreed to at the pre-construction meeting. The contractor shall prosecute the Work so as to prevent delay to other contractors or to the general completion of the project. Time being the essence of this Contract, the contractor shall prosecute the Work diligently, using such means and methods of construction as will secure its final completion in accordance with the requirements of the Contract Documents, not later than the date specified in Invitation for Bid or on the date to which the time for completion may be extended.

### **5.3 Critical Materials**

Contractor understands that completion of the project at the earliest possible date is of extreme importance to Owner. Based on drawings as and when issued to it by Architect/Engineer, Contractor therefore undertakes and agrees to use its best efforts to arrange for the purchase of critical materials, directly or through subcontractors, far enough in advance of the time when they will be needed so that the orderly completion of the project at the earliest possible date will not be delayed. Contractor shall furnish Architect/Engineer and Owner with a report based on drawings issued to it by Architect/Engineer of critical materials required for the project in such detail as they may require.

### **5.4 Change Orders**

**Construction Change Orders** are to be initiated when any material or substantive change within the original specifications or project scope is proposed or is deemed necessary by the City or the Contractor. The change must be of a nature that corrects errors in drawings; considers unforeseen site conditions; captures previously unknown conditions not recorded in official documentation registered with the appropriate public institutions; changes that capture obvious omissions necessary for the projects successful completion, or; changes in materials, approach, or other fundamental deviations from the original specifications or project scope. Change Orders that increase or expand the scope of the project in any way shall not proceed or initiate any work until the said change is approved in writing by the Director of the responsible department, the Director Procurement Services and, if applicable, the City Chief Administrative Officer.

**Non Construction Change Orders** are to be initiated for administrative changes; project time extensions; price and labor rates increases due to regulations or other external considerations; changes in code, regulations, changes in policies and procedures; and other unforeseen or unanticipated administrative circumstances not considered at project initiation.

The City or the Contractor may initiate change orders. A request initiated by the City will contain a description of the intended change with supplementary revised drawings, project scope, specifications and a revised projected time for completion if necessary. An expansion of project scope, project design, or increases in quantities or reduction in time must be initiated with the submission of a project concept change memo to be approved by the responsible Department Director, the Director of Procurement Services, and the City CAO. The approved memo shall be attached to the subsequent proposed change order request.

The Contractor may only initiate a change order request within the established project scope and specification parameters. A request initiated by the Contractor will provide all supporting documentation which must include a written statement of the reason for the change, a statement addressing the reason the work was not included in the original bid and the effect the proposed change will have on the project timeline, price, and associated factors. The Contractor shall not proceed with any changes unless pre-approved by the appropriate City officials. The City will not be liable for the cost of changes orders not formally approved before the work begins.

Overhead and profit shall be limited to the amounts established in the contract. Overhead is defined as cost of administration, field office and home office costs, general and project superintendence above the level of general foreman, surveying, office engineering and estimating costs, other required insurance, materials used in temporary structures (not including for work), the use of small tools, scheduling costs, and all other costs incidental and non-direct to the performance of the change or the cost of doing business. Small tools are defined as any tool with a replacement value less than \$1,000 (one thousand dollars).

Regardless of the manner in which the adjustment to the contract for extra work is determined, such adjustments shall include all amounts, direct or indirect or consequential, resulting from the performance of the extra work, including but not limited to, overhead, profit, taxes, allowances made to any subcontractors, rent for tools and equipment (whether for use in performing the extra work or remaining idle during the performance of such extra the work), licenses, fees, or other charges related to the cost of doing business. The adjustment in the Contract Price, if any, shall constitute full and mutual accord and satisfaction for all costs related to the change.

**5.4.1 Changes in the Work and Extras.** At the request of the Architect or Engineer, the Contractor shall perform any related work not covered by plans and specifications or unit prices that may arise during construction. The Extra Work shall be on the basis of a lump sum negotiated between the Contractor and Architect or Engineer. Additional compensation shall be broken down into its component parts for actual labor, materials and equipment rental plus an agreed to overhead and profit percentage stipulated in the Bid; or in accordance with the contingent items schedule included in the Bid for Street, Sewer and Underground Utility Projects. The Owner must approve in writing any changes in the Work.

All changes in the work or extra work made pursuant to a written order shall be performed under the terms of the Contract Documents. The provisions of Claims for Consequential Damages shall not be applicable to Changes in the Work and Extras. The overhead and profit percentage shall not exceed the amount listed in the Invitation for Bid. **Should the percentage be divided between the Contractor and one or more subcontractors, the Contractor shall add its portion of the percentage to the actual cost of the work and not to the Subcontractor's total.**

Whenever the City initiates changes, alterations, additions, omissions or revisions for which the necessary drawings and details have been completed and submitted to the Contractor, the Contractor is to submit the proper cost and price documentation including an itemized statement of quantities and prices incidental to such revisions, changes, additions and omissions to facilitate the checking of the quantities involved in a manner as stated hereafter.

All changes and extra work shall be reduced to written form and approved by the City within the same billing period in which the Work was performed. Payment for changes and extra work may not be billed or paid until the change order has been approved by the City and the change or extra work has been completed.

**5.4.2 Labor and Equipment Costs.** The cost for labor and equipment for building and structures projects shall cover all actual costs including but not limited to all insurance costs, all taxes (including payroll taxes), Social Security, Worker's Compensation, Old Age Benefits, and Bonuses, FICA, and Fringe Benefits.

**5.4.3 Change Order Form and Format.** The Contractor shall use the City's Proposed Change Order Form (PCO Form) when submitting for change orders. The form shows a summary of 1<sup>st</sup> tier subcontractor's Labor, Material, Equipment, and Overhead & Profit, along with the Contractor's Overhead & Profit on the Subcontractor's Labor, Material, and Equipment along with the Contractor's Labor, Material, Equipment, Overhead & Profit, and additional Bond Premiums of the Performance Bond not to exceed 1%. The form shall be provided to the Contractor in an electronic format upon contract award.

**5.4.3.a Back-Up Documentation.** The Contractor shall provide additional written supporting documentation on company letterhead with an appropriate signature of an authorized representative for the contractor with all PCO forms prior to the approval of the change order. Back-up documentation to be provided must include the reasons for the change order, why the work was not included in the original bid, the effect of the changes on project delivery (expressed in calendar days), and 1<sup>st</sup> tier subcontractor's price breakdowns, in detail on company letterhead as aforementioned. The Contractor must also provide a detailed price breakdown for all Contractor performed work on company letterhead which shall include all labor (hours and rates), material (material counts, etc.), equipment (quotes from rental companies, time duration of rental, etc.), and overhead & profit (percentages).

**5.4.3.b Inaccurate Back-Up Documentation.** Back-up documentation submitted containing mathematical errors or information that does not reflect the information demonstrated on the PCO Form shall be rejected and returned to the Contractor for revision. The City of Richmond will not be liable for delay of the project or financial hardships caused by inaccurate back-up documentation. Rounding of numbers is not allowed and will not be accepted. Dollar amounts shall be exact and accurate.

## **5.5 Unforeseen Site Conditions**

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Architect or Engineer of any subsurface or latent physical conditions at the site or in the existing structure which differ materially from those indicated in Contract Documents; or of any unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract Documents.

The Architect or Engineer shall investigate the site conditions promptly after receiving the notice and must advise the City in writing if further investigation or tests are necessary. Should the results of such investigation indicate conditions differ materially from the Contract Documents, an equitable adjustment may be negotiated and the contract shall be modified to reflect any negotiated changes through the means of Construction Change Order.

## **5.6 Completion**

The Owner, with concurrence by the Architect or Engineer, shall solely judge whether the work hereunder has been completed within the time stipulated.



**5.6.1 Completion Date.** Unless the date of completion is extended pursuant to the provisions herein, the Contractor must complete the work covered by this contract not later than the number of days specified in the Invitation for Bid.

**5.6.2 Penalty of Non Completion.** There will be on the part of the Owner substantial monetary damage in the event the Contractor shall fail to complete the work within the time fixed for completion in the Invitation for Bid, or within the time to which such completion may have been extended. The amount per day set forth in the Invitation for Bid is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed for substantial completion of the work exceeds the time allowed therefore. This amount of liquidated damages shall in no event be considered as a penalty or otherwise than as liquidated and adjusted damages to the Owner because of the said delay. The Contractor and its surety agree that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder, and, if not so deductible, the Contractor and its surety shall be liable therefore.

**5.6.3 Final Completion.** Date of final completion shall be the date as certified by the Owner when the performance of the Work is complete in accordance with the Contract Documents, such that no further work remains to be done at the site or otherwise. The certification of final completion shall serve as the date when the Contractor has fulfilled all requirements for final payment as described in elsewhere in the General Conditions of the Contract. Certification of final completion shall be achieved within the time fixed for completion in the Contract or within the time for completion as modified through a change order to the Contract.

## **5.7 Extension of Time**

No extension beyond the date of completion fixed by the terms of the Contract shall be effective unless granted in writing by the Director of Procurement Services and concurred with by the representative of the Department. A request by the Contractor for extension of time must be in writing; must set forth in detail the reasons and causes of delay; shall identify the particular construction operation(s) affected; and must be submitted to the Owner within fifteen (15) days following the occurrence of each delay. The Owner shall acknowledge the Contractor's request and within fifteen (15) days the Owner shall reply and set forth in detail any findings or recommendations and the reasons therefor.

An application for extension of time will not be approved unless it can be demonstrated that the Contractor reasonably endeavored to carry out other phases of the work which were not affected by one or more of the conditions as set out herein.

**5.7.1 Granting Extensions.** If such a request is made, the Contractor shall be entitled to an extension of time for delay in completion of the Work should the Contractor be obstructed or delayed in the commencement, prosecution or completion of any part of said work by an act or delay of the Owner, or by issuance of a permit, or by a riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessive inclement weather as indicated by weather records preceding the date of the Contract, or by strikes.

The Contractor may be granted an extension of time for other causes, which causes of delay, in the opinion of the Architect or Engineer and approved by the Owner, are entirely beyond the expectation and control of the Contractor, provided such delays are accurately documented in the Contractor's request for an extension of time.

**5.7.2 Extension Guidelines.** The Contractor shall be entitled to an extension of time for such causes as set out above only for the number of days of delay which are due solely to such causes, and then only upon the approval of the Owner following a determination by the Architect or Engineer that the delays took place due solely to one or more of such causes, and that the conditions cited actually delayed the

completion of the project. It is hereby understood that the direction by the Architect or Engineer of the order and sequence of the work shall not in itself constitute a basis for extension of time.

**5.7.3 Impact of Extension.** The determination made by the Owner on a request for an extension of time shall be binding. In no event shall any delays or extensions of time be construed as cause of justification for extra compensation.

## **5.8 Claims for Consequential Damages**

The Contractor agrees to make no claim for consequential damages for delay in the performance of this Contract occasioned by any act or omission to act of the Owner or any of its representatives, or because of any injunction which may be brought against the Owner or its representatives. The Owner agrees that the Contractor shall be fully compensated for job site overhead expenses, insurance and taxes related to expenses during the period of total shutdown that may be caused as set out 5.7.2 above, provided, the Contractor furnishes the Owner proof that such expenses did occur. This section shall not apply to changes in the Work as set forth in paragraph 5.4 of these General Conditions. The Contractor agrees to make no claim for damages, direct or consequential, for delay in the performance of this Contract occasioned by any reason whatsoever, and further agrees that any such claim shall be fully compensated for by an extension of time and waives every right to bring an action for any such latter damages.

## **5.9 Progress Schedule**

To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor, within three (3) calendar days following the date set for the preconstruction meeting, shall submit to the Owner or Architect/Engineer a proposed progress schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work, and an estimated time required for delivery of all materials and equipment required for the project, including a schedule of submission shop drawings and samples. The proposed schedule shall be revised as directed by the Owner or Architect or Engineer until approved, and after such approval, shall be strictly adhered to by the Contractor, unless upon written permission of the Architect or Engineer, it is changed, provided such change is agreed to by the Owner.

**5.9.1 Failure to Adhere To Schedule.** If the Contractor shall fail to adhere to the approved progress schedule or to the schedule as revised, it must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.

**5.9.2 Withholding Partial Payments.** If the Contractor's progress is more than 10% behind his projected schedule, based on dollars actually earned versus estimated dollar earnings as shown on the accepted progress schedule, partial payments may be withheld until such time as the Work is at least within 90% of the projected schedule and is so maintained for thirty (30) days thereafter.

## **5.10 Architect/Engineer's or Owner's Representative's Status**

All Work shall be done under the general observation of the Architect or Engineer. The Contractor shall carry out the Work in accordance with the Contract Documents. The construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, shall be at the direction and the responsibility of the Contractor. If provided in writing by the Owner, the Architect or Engineer shall have authority to and shall reject any and all Work whenever it is necessary to do so in order to insure the proper execution of the Work in accordance with the Contract Documents. All orders from the Owner and all communications from the Contractor to the Owner shall be transmitted through the Architect or Engineer. Any oral order, direction, requirement or determination given the Contractor shall have no effect unless so confirmed by the Owner and Architect or Engineer shall in writing within fourteen (14) days.

**5.10.1 Architect/Engineer Responsibility.** It shall be the Architect's or Engineer's responsibility to verify that the Contractor's schedule is adhered to strictly. Should the Contractor's progress fall behind the schedule established by the Contractor and approved jointly by the Owner and the Architect or Engineer, the Architect or Engineer shall promptly notify the Contractor in writing that the work must get back on schedule and further advise the Owner of the steps which the Contractor has taken to put the project back on project back on schedule and enforce maintenance of the schedule.

**5.10.2 Termination of Architect.** In case of the termination of the employment of the Architect or Engineer, the Owner shall appoint a capable and reputable Architect or Engineer. The Status under the Contract of the Architect or Engineer so appointed shall be that of the former Architect or Engineer.

**5.11 Materials, Services and Facilities**

Unless otherwise noted, the Contractor shall provide and pay for all labor, materials, equipment, barricades, tools, construction equipment and machinery, water, heat, utilities, transportation, sanitary facilities and other services necessary for the proper completion of the Work.

**5.12 Protection of Work**

During performance and until final acceptance, the Contractor shall provide absolute protection of the finished and unfinished Work against any damage, loss, or injury. Such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the Work occurring before certification of final completion. In the event of any such loss or damage, repair, replace and make good the work without extension of time therefore except as may be otherwise specified.

**5.13 Drawings and Specifications**

The general character and scope of the work is illustrated by the drawings and specifications. Omissions from the drawings and specifications shall not relieve the Contractor from the responsibility of furnishing, making or installing all items required by law or usually furnished, made or installed in a project of the scope and general character indicated by the drawings and specifications. Reference to standard specifications of any professional society, institute, association or governmental authority, or similar body is a reference to the standard specifications of such organization in effect at the date of the bidding documents, unless otherwise specified.

**5.13.1 Limitations of Drawings.** The drawings show conditions as they are supposed or believed by the Owner to exist, but are not intended to be or inferred to be that the conditions as shown thereon constitute a representation or warranty expressed or implied by the Owner that such conditions actually exist. The Owner shall not be liable for any loss sustained by the Contractor as a result of any variance between the conditions as shown on the drawings and the actual conditions revealed during the progress of the work, except as indicated in paragraph 5.16. In case of difference between small- and large-scale drawings, the large-scale drawings shall govern. In cases of difference between drawings and specifications, the specifications shall govern.

Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work.

**5.13.2 Separation of Drawings.** Drawings and specifications are separated into titled divisions and sections for convenience, and do not necessarily dictate or determine the craft or trade involved. Inasmuch as each Contractor has presented by the submission of its bid, that all parts of the bidding documents have been examined, he shall be responsible for performing all the work specifically required of him by any part of the bidding documents, including all drawings and specifications for the entire project even though such work may be included under various headings or in divisions or sections of the project documents.

**5.13.3 Measurements.** Measurements or dimensions shown on the drawings shall be verified at the site by the Contractor. Measurements or dimensions from the drawings shall **NOT** be obtained by scaling. Where discrepancies are discovered, the Owner shall be notified immediately for clarification.

**5.13.4 Maintenance of Drawings By Contractor.** The Contractor shall keep on site a record set of drawings and specifications on which all changes or as-built conditions shall be noted, including electrical mechanical, and shall at all times give the Owner, Architect or Engineer and their authorized representatives access thereto.

The Architect/Engineer or his duly authorized representative shall inspect the record set of drawings and specifications on a monthly basis prior to preparation of the monthly progress payment. In the event said drawings and specifications are not up-to-date, the monthly progress payment may be withheld until the record set of drawings and specifications are brought up-to-date.

**5.13.5 Ownership of Drawings.** All drawings, specifications and copies furnished the Contractor for this project are to be turned over to the Owner at completion of the work.

**5.13.6 Copies Furnished The Contractor.** After the contract has been executed the Contractor will be furnished eight (8) sets of the contract drawings and specifications. Additional copies of the drawings and specifications will be furnished the Contractor at the cost of reproduction. It shall be the Contractor's responsibility to furnish each of its Subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for its portion of the work.

**5.13.7 Detail Drawings and Instructions.** The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the work included in the Contract. The additional drawings and instructions, thus supplied to the Contractor, shall be consistent with Contract Documents, true developments thereof and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work accordance with the additional detail drawings and instruction.

**5.13.8 Special Drawing Provisions.** The Contractor and the Architect or Engineer shall prepare jointly:

- a) A schedule fixing the dates at which special detail drawings will be required; and
- b) A schedule fixing the respective dates for the submission of shop or setting drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work, each such schedule to be subject to change from time to time in accordance with the progress of the work.

#### **5.14 Shop Drawings**

Shop drawings are drawings, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, which illustrates some portion of the work to the Architect or Engineer for review for compliance with the Contract Documents.

The Contractor shall review and submit shop and setting drawings and schedules required by the specifications or that may be requested by the Architect or Engineer, and no work shall be fabricated by the Contractor, save at his own risk, until such review has been completed and the submittal approved. The Architect or Engineer shall not assume responsibility for correctness of dimensions or details.

Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound in sets.

The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, re-submitting and checking. The Architect or Engineer shall, within fourteen (14) days after receipt, return such drawings and schedules to the Contractor indicating his approval or disapproval. On complex drawings and equipment, the Architect shall acknowledge receipt within fourteen (14) days and advise the Contractor when the submittal will be returned, approved or disapproved.

If a drawing as submitted indicates a departure from the contract requirements which the Architect or Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in the Contract price or time for performance, it may approve the drawing and confirm in writing the change or changes.

The approval of shop and setting drawings will be general, and except as otherwise provided shall not be construed:

- a) As permitting any departure from the contract requirements;
- b) As relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; and
- c) As approving departures from additional details or instructions previously furnished by the Architect or Engineer.

#### **5.15 Omissions, Errors, Discrepancies**

Work reasonably anticipated and usually incidental to the project although not specifically referred to in the Contract Documents shall be furnished and performed by the Contractor. Labor, materials and equipment directly or indirectly necessary to complete the construction of the project, whether or not the same may have been expressly provided for in the Contract Documents, shall be furnished and performed by the Contractor at no additional cost to the Owner provided that such labor, materials and equipment are reasonably anticipated and usually incidental to the project.

The Contractor shall notify the Owner or Architect or Engineer immediately and confirm in writing the discovery of any error or omission in the reference point; data furnished by the Architect or Engineer in the layout; any discrepancy in the Contract Documents; or any part thereof; or between the drawings as furnished and the conditions on the site. After such discovery, the Contractor shall proceed with the performance of the Contract only after receiving written instructions from the Owner or Architect or Engineer.

#### **5.16 Performance of Work by the Contractor**

To assure adequate interest in and supervision of all work involved in projects exceeding \$1,000,000, the contractor shall be required to perform a portion of the Work with its own forces. The minimum amount of work the contractor must perform with its own forces is 15%.

## **6.0 Control of the Contract**

### **6.1 Materials and Workmanship**

The Contractor shall supervise all workmanship, including that of all Subcontractors, to insure that it is of the highest grade and according to best standard practice. Where necessary, skilled artisans shall perform all work.

For every trade and for every product the installation and application techniques shall be in strict accordance with the highest quality prescribed by the applicable trade standards and by such specific recommendations of the manufacturer.

### **6.2 Access to the Project**

The Architect or Engineer and the Owner shall have access at all times to the work for inspection wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. Other Contractors of the Owner shall be permitted access to the site of the project when it is required for performance of their respective contracts.

### **6.3 Inspection**

All material and workmanship shall be subject to inspection, examination and test by the Owner or Architect or Engineer at any and all times during manufacture or construction. The Architect or Engineer shall have the authority to approve materials and workmanship which are determined not to be in strict accordance with the terms and conditions as set forth in the Contract Documents provided that the Architect or Engineer determines that such materials and workmanship are workable and will cause no significant harm either functionally, structurally or aesthetically to the project. The Owner shall be entitled to a credit based upon the Architect's or Engineer's determination as to the diminished value of the project. The Architect or Engineer shall immediately notify the Owner and the Contractor following his decision that a credit as to the diminished value is due.

The Contractor shall expose any work that has been covered or concealed which the Architect or Engineer has not specifically requested to observe prior to being covered or concealed, the Architect or Engineer may request to see such work. If such work is found to be in accordance with the Contract Documents, payment for the cost of opening or uncovering and replacement shall be handled in accordance with the provision as set forth in Changes in Work and Extras.

If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay the cost of opening or uncovering and replacement and shall at no cost to the Owner make the necessary corrections to bring the Work into accord with the Contract Document. In the event the Contractor can demonstrate that someone other than the Contractor or Subcontractor or someone not acting through or at the direction of either, caused the work in question not to be in accordance with the Contract Documents, then the Contractor shall not be responsible for the aforesaid costs.

If any work has been covered or concealed which the Architect or Engineer had specifically requested to observe prior to its being covered or concealed, the Contractor shall expose same and, where required, replace it entirely at its own expense.

**6.3.1 Defective Material.** The Architect or Engineer shall have the right to reject defective material and workmanship that does not conform to the terms of the Contract Documents or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge to the Owner. The Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with replacement of rejected material or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material or correct such workmanship and charge the cost to the Contractor, or

may terminate the right of the contractor to proceed as provided for in the Contract Documents. The Contractor and surety shall be liable for any damage to the same extent as provided for in termination.

#### **6.4 Samples and Test Specimens**

The Contractor shall promptly furnish sufficient labor and material necessary for the testing of samples taken by the Architect or Engineer at no cost to the Owner as may be designated in the Contract Documents. All work shall be performed using material represented by the approved samples.

#### **6.5 Superintendence by the Contractor**

The Contractor shall give his personal superintendence to the work, or have a competent superintendent satisfactory to the Owner, on the project at all times during progress of the Work until final acceptance, and who shall have authority to make decisions for him or her.

The Contractor shall, at all times, enforce strict discipline and order among the workers on the project and shall not employ any unfit person or anyone not skilled in the assigned work.

The Owner reserves the right to suspend the work until such time as a competent supervisor satisfactory to the Owner is assigned to the project. Contract time shall not be extended for such suspension nor shall the Contractor be entitled to any additional payment of any kind whatsoever as a result of such suspended work.

#### **6.6 Surveys and Layouts**

The Architect or Engineer shall furnish all necessary drawings showing property lines, and the location of the building structure, storm or sanitary sewer, inceptor sewer, water, gas or utility line. The Contractor shall provide necessary stakes and competent engineering service to execute the work in accordance with the Contract Documents and shall be responsible for the accuracy of its work.

**6.6.1 Reference Points and Bench Marks.** The Owner has established or will establish such general reference points and bench marks on the building site or base lines and bench marks for other work as will enable the Contractor to proceed with the project. The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in locations without the written approval of the Owner. If the Contractor finds that any previously established reference points have been destroyed, misplaced or damaged through his fault, he shall promptly notify the Owner, who will replace such general reference points and bench marks at the Contractor's expense.

#### **6.7 Safety and Maintenance of Traffic**

**6.7.1 Traffic Control.** All traffic control shall conform to the requirements of the "TRAFFIC CONTROL SPECIFICATIONS FOR STREET AND SIDEWALK CONSTRUCTION" City of Richmond, Bureau of Traffic Engineering. The Contractor shall employ such methods in the performance of the Contract and provide such barriers, guards, temporary bridges, detours, notices, lights, warning and other safeguards as may be necessary to prevent injury to persons and property.

The Contractor shall define the line of safe passage with suitable lights, wherever the public may have access to the site of the project, during the hours from one-half hour before sunset to one-half hour after sunrise.

**6.7.2 Signs And Barricades.** The Contractor shall maintain at each end of the project or on a building site an approved sign giving the name of his company and emergency telephone number, and the name and telephone number of a designated person who may be called when the Contractor cannot be reached. In addition the contractor shall erect such barricades and warning lights may be required by governmental regulation for the protection of employees and the public. The signs and barricades shall be properly lighted and maintained at all times at the Contractor's expense.

**6.7.3 Accident Prevention.** Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws and building construction codes shall be observed, and all work done under this Contract shall be in accordance with the provisions of all Federal, State and local regulations.

**6.8 Protection of Vegetation, Utilities and Existing Property.**

The Contractor shall continuously maintain adequate protection of all his work from damage from any cause and shall protect the Owner's property from injury or loss arising in connection with the Contract. The Contractor shall protect from damage all existing improvements and utilities. It shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall notify the Owner promptly in writing when any damage, injury or loss is experienced on the project. THE CONTRACTOR SHALL ADEQUATELY PROTECT ADJACENT PROPERTY AS PROVIDED BY LAW AND THE CONTRACT DOCUMENTS.

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Owner.

In an emergency affecting the safety of life or of the work of adjoining property the Contractor, without special instruction or authorization from the Architect, Engineer or Owner, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be verified and approved by the Owner.

**6.9 Use of Premises and Removal of Debris**

The Contractor shall maintain the project in an orderly and clean condition, and shall at suitable intervals remove accumulations of rubbish or refuse materials, surplus concrete, mortar and excavated materials not required or suitable for backfill but not more than four (4) days after the day in which spoil excavation or debris occurs. Washings from concrete mixers or mixing boxes shall not be deposited directly or indirectly in the drainage of sewer system of the Owner or on paved streets. The Contractor shall keep the site, inclusive of vehicular and pedestrian traffic routes through the site, free of dirt and dust by periodic blading, power brooming, watering or other approved means.

The Contractor shall confine all operations (including storage of materials) to areas approved by the Owner.

The Contractor shall, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contract Documents. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

Upon completion and before final acceptance of the work performed under the Contract, the Contractor shall remove all rubbish, surplus or discarded materials, falsework, forms, temporary structures, sanitary facilities, field office, project signs, signs not a part of the project, equipment and machinery, and shall leave the site and ground occupied by him in connection with the performance of the Contract in an orderly and clean condition satisfactory to the Owner. Buildings constructed, altered, or worked in by the Contractor in the performance of the Contract shall be left "broom clean", and stains and other blemishes



resulting from his operations, such as drooped or splattered concrete or mortar and paint, shall be removed from floors, walls, ceilings, windows, pavements, walks and all other exposed surfaces.

**6.10 Stored Material**

When payment for stored materials is permitted, the Contractor shall submit a separate schedule for stored materials showing the line item, description, and value of the material. Paid invoices demonstrating proof of ownership, proof of insurance, and evidence of secured storage shall be provided in conjunction with any stored material for which the Contractor is requesting payment.

**6.11 Final Inspection**

When the Work in the opinion of the Contractor is substantially completed, the Contractor shall notify the Owner and the Architect or Engineer in writing at least ten (10) days in advance that the work will be ready for final inspection and test on a specified date, which date shall be stated in such notice.

If the work is completed in accordance with the requirements of the Contract Documents, the date of completion will be fixed as the date of final inspection rather than the date of receipt of the written request for the final inspection.

If such inspection reveals work not performed in accordance with the requirements of the Contract Documents, or uncompleted work, the Contractor shall be notified in writing and it shall promptly perform the work required. The Contractor shall then request a re-inspection, which will be made within ten (10) days after receipt of such request. When it has been determined by any re-inspection that the work is completed in accordance with the requirements of the Contract Documents, the date of completion will be fixed as the last day of such re-inspection.

After the project has been given final inspection and accepted by the Owner, the Architect or Engineer shall submit one set of reproducible "as built" drawings and specifications to the Owner together with operating manuals and instructions as required by specifications.

**6.12 Guarantee**

The Contractor shall guarantee all workmanship, materials, equipment, and completed products for a minimum time period of one (1) year from the date of completion in addition to and not in limitation of any obligations or specific guarantee, warranties contained in the Contract Documents or in any applicable subcontract, or implied by operation of law.

The Contractor warrants to the Owner that all materials and equipment provided under this Contract will be new and unused unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these standards may be considered by the Owner as defective.

By executing the Contract, the Contractor agrees that it will upon receipt of written notice promptly visit the site in the company of the Owner's representative to determine the extent of all defects or non-conformities and with reasonable promptness correct them.

The correction of defects and non-conformities shall also extend to the correction or replacement of all adjacent materials, and workmanship not necessarily provided by the Contractor, but which may have been damaged as a result of such defect or non-conformity or as a result of remedying them. The guarantee period for each feature of the work will begin only after acceptance of the particular feature of the work by the Owner. The Contractor agrees that the Performance Bond shall fully cover all guarantees and warranties of the project.

Any payment provision of the Contract Documents, partial or entire use or occupancy by the Owner shall not constitute an acceptance of any work not in accordance with the Contract Documents. Nor shall it

relieve the Contractor of liability in respect to any express guarantee, warranties or responsibility for faulty materials or defects in workmanship.

As a condition to the final payment, the Contractor shall execute, acknowledge and deliver to the Owner a written confirmation of the foregoing guarantee in a form satisfactory to the Owner and containing provisions not inconsistent with the terms of this Section.

If at any time during such guarantee period the Owner shall give notice to the Contractor that a breach of one or more of the obligations under this Section has occurred, the Contractor shall, at its own cost and expense, cure such breach including without limitation the repair or replacement of any portion of the work damaged or adversely affected by the curing of such breach.

**6.13 Subcontractor's Guarantee**

The Contractor shall require the Subcontractor under each subcontract to execute, acknowledge and deliver to the Contractor a written guarantee of the part of the Work covered by such subcontract including any machinery or equipment installed under the subcontract. Such guarantee shall run expressly to and for the benefit of the Owner individually and jointly with the Contractor, shall be in a form satisfactory to the Owner and shall be for a period of one year after such Subcontractor shall have completed its part of the work or such longer period as may be prescribed by the Contract Documents.

**6.14 Guarantee By Others**

If any materials, equipment or apparatus incorporated in the project by the Contractor or by any Subcontractor, is or are guaranteed by the suppliers or manufactures thereof, the Contractor shall obtain and deliver to the Owner a written confirmation of such guarantee running to and for the benefit of the Owner.

**6.15 Survival of the Contractor's Guarantee**

The Contractor's obligations under its guarantee shall not be diminished or released as a result of any guarantee by Subcontractors or others furnished to the Owner. Notwithstanding any guarantee furnished to the Owner by Subcontractors or others, the Owner may proceed against the Contractor under its guarantee without prejudice to its right to proceed singularly or simultaneously against any such Subcontractor or other party on any guaranty furnished by any of them.

Prior to the expiration date of the Contractor's one-year guarantee period but not before nine months of this period have elapsed, City representatives will make an inspection of the project to determine whether any defects in materials or workmanship have developed. The Owner, with copy to the Department of Procurement Services, will provide the Contractor with written notice of such defects and will notify the Architect or Engineer for advice in the correction of defects. These actions shall be coordinated with the Director of Procurement Services.

The obligations of the Contractor under this Section shall be in addition to and not in limitation of any obligations imposed by special guarantees required by the Contract Documents or otherwise prescribed by law or in equity.

## **7.0 Payments**

### **7.1 Schedule of Values**

The Contractor shall submit to the Architect or Engineer a Schedule of Values before the first Application for Payment. The Schedule may be modified, expanded or reproduced to include quantities or a more detailed itemization of the basic items listed as may be applicable for the particular project unless a unit price contract as set forth herein is involved. The Schedule of Values shall aggregate the total Contract sum; shall be supported by such data to substantiate its correctness as may be required; and shall include its proper shares of overhead and profit. Only this approved Schedule shall be used as a basis for Contractor's Application for Partial Payment.

### **7.2 Payments to Contractor**

Unless otherwise provided in Contract Documents, the Owner will make monthly progress payments to the Contractor on the basis of percentage of completion of the work performed during the preceding calendar month. Such percentage shall be duly certified and approved by the Architect or Engineer and the Owner. The Owner will process this payment expeditiously.

All Applications for Partial Payment shall be on a form approved by the Owner. Such Applications must contain a cost breakout showing the amount of monies due to all Subcontractors and suppliers performing work during the preceding calendar month. The costs shall further describe whether the Subcontractor or supplier is a minority firm.

Monthly partial payments will not be made on any monthly estimate whenever it shows that the value of work completed during the previous month does not exceed one thousand dollars (\$1,000.00) or when the performance time shall not exceed 45 days, except for final payment.

After the time allowed for completion of the Contract is reached and unless an extension of time is allowed, the Owner may withhold partial payments until final payment is made. All amounts withheld may be included in the final payment.

**7.2.1 Retainage.** Under the provisions of § 2.2-4333, Code of Virginia, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section. The Contractor may request release of retainage for any portion of the Work completed and accepted provided, however, that adequate progress is being made and the Owner approves such release.

**7.2.2 Partial Payments.** Partial payment will not be made for any materials or equipment before they are incorporated in the work in a permanent manner as required by the Contract Documents, excepting as specified below. The delivered cost of equipment and non-perishable materials delivered at the site of the Work, or in a certified bonded, adequately insured warehouse and approved by the Owner, and tested for adequacy, may be included in the contractor's Application for Partial Payment. The Contractor shall furnish written evidence satisfactory to the Owner that the Contractor is the unconditional owner of such material or equipment, and that such material and equipment will be utilized on the work covered by the Contract.

All material, equipment and work covered by partial payments made shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the safety and protection of all materials, equipment and work upon which payments have been made, or the restoration or replacement of any damaged or stolen work, equipment or property, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract Documents.

**7.2.3 Final Payment.** The final payment, which will include the retainage, less any amounts due to or claimed by the Owner, shall not become due until the Contractor shall deliver to the Owner through the Architect or Engineer a record set of as-built drawings and specifications and an Affidavit of Payment of Claims duly certified in the presence of a Notary Public. The final payment will not be made until such time as a properly executed Affidavit is received. Failure to submit the Affidavit will result in a delay in payment. Failure to properly pay subcontractors and suppliers will result in the Contractor being adjudged in Default of the Contract Documents.

Upon completion and acceptance of the work required by the Contract Documents and the filing of the required Affidavit, the Architect or Engineer shall file a written Certificate of Completion with the Owner and Contractor as to the entire amount of work performed and compensation earned by the Contractor including extra work and compensation.

Within thirty (30) days from the date of the Certificate of Completion, the Contractor shall deliver to the Architect or Engineer, a complete set of record drawings and specifications on which all changes or as-built conditions are noted. Final payment will not be processed until such time as record drawings and specifications satisfactory to the Architect or Engineer are provided.

Within thirty (30) days after delivery of satisfactory as-built drawings and specifications or acceptance by the Owner for sewer, streets and underground utility projects, the Owner shall pay to the Contractor the amount therein stated, less all prior payments and advances. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which is throughout this Contract called Final Payment.

**7.2.4 Payment by EDI.** Prior to the City's execution of the Contract, the Contractor shall execute and furnish the City with an EDI Payment Agreement for Contractors in the form attached to this solicitation in order to facilitate the City's payment, at its option, of any or all amounts due under this Contract through electronic data interchange.

### **7.3 Release of Claims**

The acceptance by the Contractor of the Final Payment shall be a Release of Claims to the Owner for all claims and liability to the Contractor for all performance done or furnished in connection with this project. This Release shall exclude the Contractor's right for claims for interest upon Final Payment if this payment is improperly delayed. No certificate for payment issued by the Architect or Engineer and no payment whatsoever, or partial or entire use or occupancy of the project by the Owner, shall be an acceptance of any equipment or materials not in accordance with the Contract Documents. It shall not relieve the Contractor of responsibility for faulty materials, equipment or workmanship, or operate to release the Contractor or its surety from any obligation under the Contract or the Performance and Payment Bonds.

### **7.4 Liens**

Neither the final payment nor any part of the retained amount shall become due until the Contractor shall deliver to the Owner a notarized Lien Affidavit that, so far as he has knowledge or information, all the labor and materials for which a lien could be filed have been paid. If any Subcontractor or supplier refuses to furnish a release or receipt in full, the contractor may, subject to the approval of the Owner, furnish a bond satisfactory to the Architect or Engineer for delivery to the Owner, to indemnify the Owner against any lien.

### **7.5 Payments Withheld**

The Owner may decline to approve or because of subsequent discovered evidence nullify in whole or part of any Certificate of Payment to such extent as may be necessary to protect the Owner from loss on account of:

- a) Failure to submit a project Schedule;

- b) Defective work not remedied;
- c) Claims filed or reasonable evidence indicating probable filing of claims against the Contractor;
- d) Failure of the Contractor to make payments properly to Subcontractors, or for materials, labor or equipment;
- e) A reasonable doubt that the Contract can be completed for the balance then unpaid;
- f) Damage to another contractor;
- g) Failure to provide the Architect or Engineer as-built drawings and specifications within thirty calendar (30) days from the date of the certificate of Completion;
- h) Unsatisfactory prosecution of the work by the Contractor;
- i) Reasonable indication that the work will not be completed within the Contract time; or
- j) Failure to maintain as-built drawings up to date on a monthly basis.

When the above conditions are corrected or removed to the satisfaction of the Owner payment shall be made for amounts withheld because of them.

#### **7.6 Payments by Contractor**

Except in cases of bona fide disputes, or where the Contractor has some other justifiable reason for delay, the Contractor shall pay:

- a) For all transportation and utility services not later than the end of the calendar month following that in which the services are rendered;
- b) For all materials, tool and other expendable equipment to the extent of 95% of the cost thereof no later than the end of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project; and
- c) To each subcontractor, not later than the end of the calendar month in which payment is made to the Contractor, the representative amount allowed the Contractor on account of the work performed by its Subcontractors to the extent of each Subcontractor's interest therein. Full payment may be made for the completion of all work performed by each Subcontractor and accepted by the Owner.

## **8.0 Remedies**

### **8.1 Owner's Right to Terminate Contract for Cause.**

- 8.1.1** If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials and equipment, or if it should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if it should disregard laws, ordinances or the written instructions of the Architect or Engineer or the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.
- 8.1.2** Prior to termination of the Contract, the Owner shall give the Contractor and its surety ten (10) calendar days' written notice pursuant to Section 4.11 herein, during which the Contractor and its surety, either or both, may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said ten (10) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and its surety, either or both, that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor and its surety, either or both, has not rectified or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further ten (10) days' notice, by notifying the Contractor and his surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
- 8.1.3** Upon termination of the Contract, the Owner shall take possession of the site of the Work and of all plant, materials, tools, equipment and other property thereon. The Owner may take any such action necessary to ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other action necessary to leave a safe and healthful site. If no security has been provided pursuant to Section 4.5 herein, the Owner shall finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the Work, including compensation for additional managerial, administrative, Architect's and Engineer's services, shall exceed the unpaid balance of the contract amount, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others. The Architect or Engineer shall certify the cost incurred by the Owner. If security has been provided pursuant to Section 4.5 herein, the Owner shall provide Notice to the Surety as set forth in Subsection 8.1.2 herein and proceed as set forth in the Performance Bond and the Terms and Conditions therein.
- 8.1.4** In the event of a breach by the Contractor leading to termination of the Contract by the Owner under this Section and subsequent litigation, the Contractor and its surety shall be liable for all legal fees in connection with such termination and subsequent litigation. Such liability for legal fees shall be in addition to any and all damages for the breach that may be allowed. If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner under Section 8.2 herein.
- 8.1.5** Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.

## **8.2 Termination by Owner for Convenience.**

**8.2.1** Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination pursuant to Section 4.11 herein. Upon such termination, the Contractor shall immediately cease Work and remove from the site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

**8.2.1.1** All amounts then otherwise due under the terms of this Contract,

**8.2.1.2** Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment through the date of termination, and

**8.2.1.3** Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

**8.2.2** In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

## **8.3 Delivery of Materials**

Any contract cancellation notice shall not relieve the Contractor of the obligation to delivery to the City all products of the services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the City within 30 days of the Notice of Termination.

## **8.4 Compensation Due the Contractor**

Upon termination, the Contractor shall be entitled to the compensation accrued to the date of termination unless otherwise provided for in the Contract Documents. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required materials to the City. Said fees which have been earned shall be billed to the City in accordance with normal billing processes, but in no case later than 60 days after the last work is performed.

## **8.5 Liquidated Damages.**

Liquidated damages in the amount as set herein and under the provisions contained in these General Conditions shall be withheld by the Owner, and any payment to the contractor shall be reduced by the full amount of such liquidated damages.

## **Unit Price Contracts**

### **9.1 Bid Form**

Where a Unit Priced Bid is specified, each bid shall be submitted upon the prescribed form(s). All blank spaces for bid prices must be filled in with numbers, using ink, with the unit or total sum or both for which the Bid is made.

Unit prices will be carefully examined and compared with current values before recommending the award of the Contract. If in the opinion of the Director of either the department for which work is to be performed or Department of Procurement Services, the unit prices submitted are substantially over or under accepted current values, it will be deemed sufficient reason to recommend rejection of the Bid and further to recommend the award of the Contract to another responsible bidder.

Quantities and measurements supplied or placed in the Work and verified by the Owner and recorded in his daily report shall determine the payment. If actual Work requires more or fewer quantities than indicated in the bid, the additional quantities will be provided at the bid price.

### **9.2 Quantities Estimated Only**

The bidder is advised that the quantities of work to be done and materials to be furnished under the specifications, as shown on the drawings or accompanying unit price bid sheet(s), are approximate and are given only as a basis of calculation for comparing bids and awarding the Contract. The Owner does not assume any responsibility that the quantities given will be obtained in the construction.

### **9.3 Comparison of Bids**

Bids will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item, multiplied by the corresponding unit prices and including any lump sum bids on individual items in accordance with the estimate of quantities set forth in the Bid sheet(s). Except as noted in this section, all other requirements of these General Conditions shall prevail, where applicable.

### **9.4 Term of Unit Price Contracts**

#### **9.4.1 Initial Term**

The contract page signed by the authorized representatives of the Owner and the Contractor should specify an initial term for each unit price contract. If the contract page signed by the authorized representatives of the Owner and the Contractor does not specify an initial term, the initial term is for 365 calendar days commencing on the date written first on the contract page signed by the authorized representatives of the Owner and the Contractor.

#### **9.4.2 Renewal Terms**

The contract page signed by the authorized representatives of the Owner and the Contractor should specify the number and duration of optional renewal terms for each unit price contract. If the contract page signed by the authorized representatives of the Owner and the Contractor does not specify the number and duration of such renewal terms, then there are four optional renewal terms, each for 365 calendar days commencing the day immediately following the day on which the preceding term expires.

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#### **9.4.3 Exercise of Renewal Option**

The Owner may, but is under no obligation to, exercise any one or all of these optional renewal terms, with the Contractor's agreement for each renewal term. No renewal term will be effective until the Owner and the Contractor have signed a document, in a form prescribed by the Owner, setting forth the dates of the renewal term and the contract amount for that renewal term and until the Contractor has provided a Labor and Material Payment Bond and a Performance Bond in accordance with section 4.5 in an amount equal to the



contract amount for the renewal term.

#### **9.4.4 Contract Amount for Renewal Terms**

Each renewal term has its own contract amount for purposes of these General Conditions of the Contract. The contract amount for the initial term and for each renewal term commences at the beginning of the first day of such term and expires at the end of the last day of such term. The contract amount for each renewal term will be set by the Owner at the time the option to renew the Contract is exercised and will be documented as set forth in subsection 9.4.3

### **10.0 Dispute Resolution**

#### **10.1 Rights of Subcontractors and Material Suppliers**

Notwithstanding any other provision of these General Conditions, no right of any kind whatsoever shall exist to Subcontractors or material suppliers against the Owner in the event the Owner fails to pay the Contractor for any reason, or the Contractor fails to pay the Subcontractor or material supplier for an reason.

#### **10.2 Disputed Work**

If the Contractor is of the opinion that any work required, necessitated or ordered violates the terms and provisions of this Contract, he shall promptly notify the Architect or Engineer, in writing, of his contentions with respect thereto and request a final determination. If the Architect or Engineer determines that the work in question is Contract Work and not a change in work or that the order is proper, the Contractor shall promptly comply and proceed as directed. The Contractor shall within 15 working days after receiving notice of the Architect or Engineer's determination and direction, notify the Owner in writing that the work is being performed or that the direction is being complied with under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefor.

Before final acceptance by the Owner, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto.

#### **10.3 Governing Law**

All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the Owner and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

#### **10.4 Construction and Interpretation**

Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.

#### **10.5 Contractual Claims**

**10.5.1 Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all

contractual claims, whether for money or other relief, in writing to the City's Director of Procurement Services no later than 60 calendar days after final payment. (*See* City Code § 21-167(a); *see also* Va. Code § 2.2-4363(A).)

**10.5.2 Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The City's Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

**10.5.3 Procedures and Time Limit.** The procedures set forth in this section 10.5 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The City's Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See* City Code § 21-167(b); *see also* Va. Code § 2.2-4363(B).)

**10.5.4 No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the City's Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the City's Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the Owner denying the claim. (*See* City Code § 21-167(c); *see also* Va. Code § 2.2-4363(D).)

**10.5.5 Finality of Decision.** The decision of the City's Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-169. (*See* City Code § 21-167(d); *see also* Va. Code § 2.2-4363(E).)

**10.5.6 No Cessation of Performance.** Nothing in this section 10.5 ("Contractual Claims") shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See* City Code § 21-167(e).)

## **10.6 Alternative Dispute Resolution**

The City's Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the Owner to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the Owner shall be nonbinding. (*See* City Code § 21-170; *see also* Va. Code § 2.2-4366.)

## **10.7 Forum and Venue Choice**

Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

## **10.8 No Third-Party Beneficiaries**

Notwithstanding any other provision of this Contract, the Owner and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary

of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the Owner or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the Owner or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

## **PART 3 – SPECIAL CONDITIONS OF THE CONTRACT**

### **1.0 Bidder Not Debarred or Suspended**

By signing its bid in response to this Invitation for Bids, the bidder warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof. Project work shall not be awarded to any vendor which is debarred or suspended or is otherwise excluded for or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### **2.0 Minority Business Participation**

The City of Richmond has a commitment to the development of its minority and emerging small business communities. We therefore encourage the use of minority and emerging small businesses on all City contracts to the fullest extent reasonably possible. On this particular contract, it has been determined that minority and emerging small business participation of **10%** is reasonably possible given the availability of minority and emerging small businesses for the scope of work covered by this contract. The City's Office of Minority Business Development is available at 646-3985 as a resource in identifying local MBEs and ESBs. Your assistance in helping the City achieve its priorities is greatly appreciated.

DCR requires that all RTP recipients take appropriate and reasonable steps to make a good faith effort to provide DBEs and Small, Women-owned, and Minority-owned Businesses (SWaM) with the maximum opportunity to compete for and perform contracts for trail projects receiving aid through the program. RTP recipients shall not discriminate on the basis of race, color, sex or national origin, in the awarding of RTP funded projects. The City of Richmond will abide by DCR's "DBE Plan for Virginia Recreational Trail Program."

### **3.0 Awarding of Contract**

Federal funding prohibits negotiation with the lowest bidder. If only one bid is received, then the project must be re-bid. Cost plus agreements are not allowed and will not be considered.

### **4.0 Reimbursement Program Requirements**

The Contractor must submit to the Owner the following items and all supporting documentation using the provided forms in order to fulfill RTP reimbursement request requirements:

- A. Receipts, delivery tickets and packing slips for materials and supplies purchased.
- B. Invoices/Schedule of Values (SOV) itemizing charges. All invoices/SOV should reference the RTP project. Invoices/Schedule of Values must be detailed with an explanation for how the purchases relate to the RTP authorized work. When invoices contain other purchases not related to the RTP project, the purchases applying to the RTP project must be clearly identified.
- C. Time cards signed by both the employee and supervisor. Time cards are needed for contract labor performed work and force account performed work. A description indicating how the work performed by the employee ties to the RTP authorized work is needed. "Trail work" is not acceptable. Unsigned timecards by either the employee or supervisor are not acceptable. Incomplete timecards are unacceptable. Timecards for multiple individuals that appear to be in the same handwriting will be deemed unacceptable.
- D. Work logs indicating daily tasks completed for the RTP project. Daily work logs are needed for force account and contract built projects.
- E. A materials notebook. The materials used on any project must be documented as approved

materials meeting specifications and documented as to the quantities used. The materials notebook must contain the total quantities of materials incorporated into the project including a description of the material, the material supplier and manufacturer. Supporting documentation such as delivery tickets, test reports and certifications demonstrating conformance to specifications is required to demonstrate compliance with Presidential Order 13788 and Buy America Act. The Contractor's quality control manager and the local project manager must sign the materials notebook. Self-built projects require material books and should be signed by the project manager.

- F. Equipment records. Equipment records must clearly identify machinery, date, time, name of operator, rate of the equipment and description how the equipment was used in accordance with the authorized RTP scope of work. Discrepancies between the hours on the operator's time sheets and the equipment records are unacceptable.
- G. Buy America documentation demonstrating compliance with the Buy America Act and Executive Order 13788. Buy America documentation must be submitted to support iron or steel products used in the RTP project. Documentation includes, but is not limited to, certification by the manufacturer, mill paperwork, etc. Documentation must identify all iron, steel, and aluminum parts incorporated into the project with the dollar value of each item as delivered to the project site.

**5.0** The Contractor must comply with the Virginia Seed Law to ensure no noxious weed seeds are introduced into the project area.

**6.0** **Requirements for Working Within Richmond Metropolitan Transportation Authority (RMTA) ROW**

- A. The Contractor must participate in a preconstruction meeting with RMTA. This meeting may be held concurrently with the preconstruction meeting with the Owner and Architect.
- B. A copy of the Authority land use/access permit shall be maintained at the work site at all times.
- C. The permittee shall notify "Miss Utility" at least 48 hours (excluding weekend and holidays) in advance of commencing with any planned excavation within Authority maintained right-of-way.
- D. The Contractor must participate in a final inspection with RMTA. This inspection may be held concurrently with the final inspection with the Owner and Architect.

CITY OF RICHMOND

AFFIDAVIT OF PAYMENTS OF CLAIMS

This Day, \_\_\_\_\_, \_\_\_\_\_ personally appeared before me, a Notary Public in and for the City (County) of \_\_\_\_\_, and being by me first duly sworn, states that all Subcontractors and suppliers of labor, equipment and materials have been paid all sums due them for work performed or materials and equipment furnished in the performance of the contract between the City of Richmond, Virginia, Owner, and \_\_\_\_\_, Contractor, dated \_\_\_\_\_ 20\_\_\_\_, for the construction of \_\_\_\_\_; or arrangements have been made by the Contractor satisfactory to such Subcontractors and suppliers with respect to the payments of such sums as may be due them by the Contractor.

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## CITY OF RICHMOND BID BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, the Contractor (“Principal”), whose principal place of business is located at \_\_\_\_\_, and \_\_\_\_\_ (“Surety”), whose address for delivery of „Notices“ is located at \_\_\_\_\_, are held and firmly bound unto the City of Richmond, Virginia, the Owner (“Obligee”) in the amount of five percent of the Total Amount Bid by the Principal, for the payment of which sum the Principal and the Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid in response to Invitation for Bids No. \_\_\_\_\_ for \_\_\_\_\_;

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION** are as follows:

1. This Bid Bond shall guarantee that:
  - a. The Principal will not withdraw its bid during the period of 60 days following the opening of bids.
  - b. If the Obligee accepts the Principal’s bid, the Principal will enter into a formal contract with the Obligee in the form of the Construction Contract included as part of the Invitation for Bids.
  - c. The Principal will submit the required Certificate of Insurance, any other required insurance documents and, if required by the Invitation for Bids, a properly executed Performance Bond and Labor and Material Payment Bond on the forms for such bonds included as part of the Invitation for Bids or such alternative forms of security as may be permitted under the Contract Documents.
  - d. In the event the Principal either (i) withdraws its bid during the period specified in subsection (a) above or (ii) fails, refuses or neglects to enter into the contract specified in subsection (b) above and give the insurance documents and bonds specified in subsection (c) above within 15 days after the Principal has received notice of the Obligee’s acceptance of its bid, the Principal and the Surety shall be jointly and severally liable to the Obligee for the difference between the amount specified in the Principal’s bid and such larger amount for which the Obligee may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee.
2. The Obligee, the Principal and the Surety agree that the amount for which the Principal and the Surety shall be jointly and severally liable to the Obligee pursuant to section 1(d) above represents the damage to the Obligee on account of the default of the Principal in any particular of section 1 above.
3. The Surety represents to the Obligee and the Principal that it is legally authorized to transact surety business in the Commonwealth of Virginia.

**SIGNATURES AND SEALS ON FOLLOWING PAGE**



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Contractor / Principal* (SEAL)

\_\_\_\_\_  
*Witness*

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

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

\_\_\_\_\_  
*Surety* (SEAL)

By: \_\_\_\_\_  
*Attorney-in-Fact*

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

# **AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT**

COMMONWEALTH OF \_\_\_\_\_ of \_\_\_\_\_  
CITY \_\_\_\_\_ I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing bid bond in the amount of five percent of the Total Amount Bid and which names the City of Richmond, Virginia, as Obligee, personally appeared before me today in the above jurisdiction and made oath that such individual (i) is the attorney-in-fact of \_\_\_\_\_, a \_\_\_\_\_ corporation which is the Surety in the foregoing bond, (ii) is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above, and (iii) acknowledged, on behalf of the above Surety, the foregoing bond before me as the above Surety's act and deed. Such individual has further certified that such individual's Power of Attorney has not been revoked.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public* (SEAL)

My name (printed) is: \_\_\_\_\_.

My Notary Registration No. is: \_\_\_\_\_.

My commission expires: \_\_\_\_\_.



Contract No. [###]

## CONTRACT

This contract, made this # day of [month] A.D., 2019, between the City of Richmond, Virginia, by the Department of Procurement Services, hereinafter referred to and designated as "City", and

[contractor name]	phone:
[address]	fax:
[city, state, zip]	email:
[Federal ID#]	contact name:

or his, its or their successors, executors, administrators and assigns, hereinafter referred to and designated as "Contractor";

WITNESSETH: That the said Contractor agrees with the said City, for the consideration herein mentioned, and at his, its or their own proper cost and expense to do all the work and furnish all the materials, equipment and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the notice to bidders, specifications, general and special provisions, proposal, plans and drawings, and all documents referred to, and under security as set forth in the attached contract bond, which are hereby adopted and made part of this agreement as completely as if incorporated herein, and to the satisfaction of the City of Richmond, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this agreement.

It is agreed that the work to be done under this contract for the [title] will consist of [description of work]. Contractor to perform the Work in accordance with the terms of IFB No. [##], and all addenda, notice to bidders, specifications, general and special provisions and conditions, proposal, plans and drawings and all documents referred to explicitly included and made part of this contract by reference. Total Contract Amount: [written out dollar amount] Dollars (\$[##]) Performance Time: [# of days] consecutive calendar days in accordance with [location in the bid book].

In consideration of the foregoing premises, the City agrees to pay to the Contractor for all items of work performed and materials furnished at the prices and under the conditions set forth in accompanying proposal. In addition, all payments to MBE subcontractors must be verified by indicating date and amount of payment and accompanied by the Affidavit of Claims.

APPROVED:

[contractor name]

CITY OF RICHMOND

NAME (Printed)

(Signature)

Director of Procurement Services

Date

(Title)

Chief Administrative Officer

Date

(Date)

APPROVED AS TO FORM:

WITNESS: \_\_\_\_\_

ATTEST:

ASST CITY ATTORNEY

## **CITY OF RICHMOND PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That\_\_\_\_\_, the Contractor (“Principal”) whose principal place of business is located at\_\_\_\_\_and \_\_\_\_\_ (“Surety”) whose address for delivery of „Notices“ is located at \_\_\_\_\_

are held and firmly bound unto the City of Richmond, Virginia, the Owner (“Obligee”), in the amount of Dollars (\$ ) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has by written agreement dated \_\_\_\_\_ entered into Contract No. \_\_\_\_\_ with Obligee for \_\_\_\_\_ which contract (the “Contract”) is by reference expressly made a part hereof;

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

**SIGNATURES AND SEALS ON FOLLOWING PAGE**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Contractor / Principal* (SEAL)

\_\_\_\_\_  
*Witness*

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

\_\_\_\_\_  
*Surety* (SEAL)

By: \_\_\_\_\_  
*Attorney-in-Fact*

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

# **AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT**

COMMONWEALTH OF \_\_\_\_\_  
CITY \_\_\_\_\_ of \_\_\_\_\_

I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing performance bond in the sum of \$ \_\_\_\_\_ and dated \_\_\_\_\_ and which names the City of Richmond, Virginia, as Oblige, personally appeared before me today in the above jurisdiction and made oath that such individual (i) is the attorney-in-fact of \_\_\_\_\_, a \_\_\_\_\_ corporation which is the Surety in the foregoing bond, (ii) is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above, and (iii) acknowledged, on behalf of the above Surety, the foregoing bond before me as the above Surety's act and deed. Such individual has further certified that such individual's Power of Attorney has not been revoked.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public* (SEAL)

My name (printed) is: \_\_\_\_\_.  
My Notary Registration No. is: \_\_\_\_\_. My  
commission expires: \_\_\_\_\_.

**APPROVED:**

\_\_\_\_\_  
*Assistant City Attorney* Date

## **TERMS AND CONDITIONS OF THE PERFORMANCE BOND**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the prompt and faithful performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor promptly and faithfully performs the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract, the Surety and the Contractor shall have no obligations under this Bond.
3. In the event of the Contractor's Default, and subsequent notification to the Surety pursuant to Section 8.1 of the General Conditions of the Construction Contract, the Surety shall, within fourteen (14) days of receipt of such notice, contact the Owner in writing, and arrange a meeting with the Owner to discuss methods of completing the Construction Contract. Paragraph 4, below, sets forth the options to be discussed. If the Surety fails to arrange a meeting or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Owner may, at its sole discretion, take what measures it deems necessary to protect the Owner's interests, without further notice to the Surety, and the Owner shall be entitled to enforce any remedy available to the Owner under the Construction Contract or under Virginia law.
4. Within thirty (30) days after such meeting, during which time the Surety may investigate and otherwise analyze the project, and which period shall neither toll any Construction Contract time periods nor operate as a waiver of any of the Owner's rights, the Surety shall, at its own expense, notify the Owner in writing that it is taking one of the following actions, which shall be acceptable to the Owner, at the Owner's sole discretion:
  - 4.1. By written takeover agreement with the Owner, the Surety itself shall undertake to perform and complete the Construction Contract, which it may do through its licensed agents or through licensed independent contractors. If the Owner, at its sole discretion, consents, the Contractor may serve as the Surety's independent contractor; however, due to conflicts with the City Procurement Code and the Virginia Public Procurement Act, the Owner may not directly contract with an otherwise qualified independent contractor produced by the Surety; or
  - 4.2 The Surety may, if acceptable to the Owner and at the Owner's sole discretion, waive its right to perform and complete the Construction Contract, and with reasonable promptness under the circumstances:
    - 4.2.1. Pay to the Owner all amounts for which it may be liable to the Owner as surety on this Performance Bond, including the damages described in Paragraph 6 below; or
    - 4.2.2 Deny liability, in whole or in part, and provide written notice thereof to the Owner, citing reasons therefor.

5. If, after the meeting described in Paragraphs 3 and 4, above, the Surety does not proceed with reasonable promptness with one of the options provided in Subparagraphs 4.1 or 4.2 (including its subparts) above, the Owner may send additional written notice to the Surety demanding that the Surety perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the Bond within fifteen (15) days after receipt of said notice, the Surety shall be deemed to be in default on this Bond. Thereafter, the Owner shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. If the Surety proceeds as provided in Subparagraph 4.2, and the Surety and the Owner are unable to agree as to the amount for which the Surety may be liable to the Owner, or if the Surety has denied liability, in whole or in part, the Owner, without further notice, shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. In such event, the Owner may immediately proceed to complete the work in any manner authorized by law.
  
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1 or 4.2.1, above, then the responsibilities of the Surety to the Owner shall not be greater or less than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than or less than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, plus the increased cost of any change orders under the Construction Contract, provided the Owner commits the Balance of the Construction Contract Price to the prompt and faithful completion of the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from (i) the Contractor's Default and (ii) the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor. The Owner, at its sole discretion, may waive its claim to delay costs and liquidated damages, either or both.
  
7. The Surety shall not be liable to the Owner for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Construction Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner, its officers, agencies, administrators, successors or assigns.
  
8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. The

Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any change orders.

9. The Owner may institute any proceeding, legal or equitable, under this Bond in any court of competent jurisdiction located in the city of Richmond, Virginia, as permitted under the Construction Contract, City Code § 74-67 (Virginia Code § 2.2-4337) and City Code § 74-68 (Virginia Code § 2.2-4340). The Contractor or the Surety may institute any proceeding, legal or equitable, under this Bond in any court of competent jurisdiction located in the city of Richmond, Virginia, as permitted under the Construction Contract or under Virginia law.
10. Notice to the Surety shall be mailed or delivered to the address shown on the Performance Bond in the space for Surety address for delivery of Notices.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond when furnished to comply with statutory requirements.
12. For purposes of these Terms and Conditions, the following words and phrases have the meanings ascribed to them by this paragraph:
  - 12.1. **“Balance of the Construction Contract Price”**: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2. **“Construction Contract”**: The agreement between the Owner and the Contractor identified on first page of the Performance Bond, including all contract documents and duly executed modifications and change orders thereto.
  - 12.3. **“Contractor’s Default”**: Failure of the Contractor, as defined under Section 8.1 of the General Conditions of the Construction Contract, which has neither been remedied, as permitted under Section 8.1 at the Owner’s sole discretion, nor expressly waived by the Owner, to perform or otherwise to comply with the terms of the Construction Contract.
13. Nothing in these Terms and Conditions shall prevent a surety from becoming involved in the Construction Contract prior to termination, upon notice from the Owner of the Contractor’s failure to promptly and faithfully perform the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract.

## CITY OF RICHMOND LABOR AND MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, the Contractor ("Principal") whose principal place of business is located at \_\_\_\_\_ and \_\_\_\_\_ ("Surety")

whose address for delivery of „Notices“ is located at \_\_\_\_\_ are held and firmly bound unto the City of Richmond, Virginia, the Owner ("Obligee"), in the amount of \_\_\_\_\_ Dollars (\$) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has by written agreement dated \_\_\_\_\_ entered into Contract No. \_\_\_\_\_ with Obligee for which contract (the "Contract") is by reference expressly made a part hereof;

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and the Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.
2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.



3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.
4. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any change orders.
6. The Surety represents to the Principal and to the Oblige that it is legally authorized to do business in the Commonwealth of Virginia.

**SIGNATURES AND SEALS ON FOLLOWING PAGE**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Contractor / Principal* (SEAL)

\_\_\_\_\_  
*Witness* By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
*Surety* (SEAL)

By: \_\_\_\_\_  
*Attorney-in-Fact*

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

**AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT**

COMMONWEALTH OF \_\_\_\_\_  
CITY \_\_\_\_\_ of

I, the undersigned notary public, do certify that \_\_\_\_\_,  
whose name is signed to the foregoing labor and material payment bond in the sum of  
\$ \_\_\_\_\_ and dated \_\_\_\_\_ and which names the City of Rich-  
mond, Virginia, as Obligee, personally appeared before me today in the above jurisdiction and made oath  
that such individual (i) is the attorney-in-fact of \_\_\_\_\_, a  
\_\_\_\_\_ corporation which is the Surety in the foregoing bond, (ii) is duly authorized  
to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted  
above, and (iii) acknowledged, on behalf of the above Surety, the foregoing bond before me as the above  
Surety's act and deed. Such individual has further certified that such individual's Power of Attorney has  
not been revoked.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public* (SEAL)

My name (printed) is: \_\_\_\_\_.  
My Notary Registration No. is: \_\_\_\_\_. My  
commission expires: \_\_\_\_\_.

**APPROVED:**

\_\_\_\_\_

*Assistant City Attorney*

Date



# CITY OF RICHMOND

900 E. Broad Street  
Richmond, Virginia 23219

## **Field Change Order Directive (FCOD)**

Vendor \_\_\_\_\_ Name: \_\_\_\_\_ FCOD No. \_\_\_\_\_  
Vendor Code: \_\_\_\_\_ Contract \_\_\_\_\_ No. \_\_\_\_\_  
Department: \_\_\_\_\_ Project: \_\_\_\_\_  
Division: \_\_\_\_\_ Date: \_\_\_\_\_

This Field Change Order Directive authorizes the Contractor to proceed with the proposed Change Order scope of work (as defined below) for forty-five (45) working days in order to allow for the preparation and completion of final approved and fully documented and executed Change Order documents. By signing this Field Change Order Directive, the parties certify that the work required directly results from unforeseen conditions that impact the project's delivery and schedule. All changes and work is subject to the General Terms & Conditions, Special Provisions, Technical Specifications and Drawings within the Contract Documents for the project.

Project Manager authorized field change orders are limited to \$5,000 per occurrence. Change Orders above this level must be authorized in accordance with policy and procedures established by the Director of Procurement (Purchasing Policy No. 36). In no event shall the sum total of all Change Orders under this contract exceed 20 percent of the original contract value except as provided in the aforementioned policies and procedures.

This Change Order Directive expires on (Date) \_\_\_\_\_. The Proposed Change Order Amount below is a Not-To-Exceed (NTE) amount. The scope changes to the above contract resulting in this proposed Change Order are summarized as follows:

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

### **Fiscal**

Original Contract Amount: \_\_\_\_\_  
Previous Adds/Deducts: \_\_\_\_\_  
Current Contract Amount: \_\_\_\_\_  
**Proposed C.O. Amount:** \_\_\_\_\_  
Revised Contract Amount: \_\_\_\_\_  
C.O. % Increase: \_\_\_\_\_

### **Time**

Original Start Date: \_\_\_\_\_  
Orig. Contract Period: \_\_\_\_\_  
Orig. Completion Date: \_\_\_\_\_  
**Proposed Add:** \_\_\_\_\_  
Revised Contract Period: \_\_\_\_\_  
Rev. Contract Comp. Date: \_\_\_\_\_  
% Increase: \_\_\_\_\_

### **Outside Approvals**

\_\_\_\_\_  
**Contractor Firm**

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

### **Internal Approvals**

\_\_\_\_\_  
**Project Manager** Date

\_\_\_\_\_  
**Project Administrator/Supervisor** Date

\_\_\_\_\_  
**Agency Director (as needed)** Date

\_\_\_\_\_  
**Contract Specialist** Date

\_\_\_\_\_  
**Director of Procurement** Date

CITY OF RICHMOND  
900 E. Broad Street  
Richmond, Virginia 23219

Proposed Change Order Form

Proposed Change Order No.	
Contract No.	
Project Title:	
Date:	

Contractor Name:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

Proposed Change Order

Description:

Item	Description	Subcontractor					GC	General Contractor				Total Amount
		Labor	Materials	Equipment	Overhead & Profit	Subcontractor Total	Overhead & Profit (sub)	Labor	Materials	Equipment	Overhead & Profit	
1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal												\$ -
Additional Bond Premium (1%)												\$ -
Total Proposed Change Order Amount												\$ -

Contractor Signature

Title

Date

**Proposed Change Order Form (PCO Form)**  
**Instructions to Contractors for Completing the PCO Form**

1. The Contractor shall be responsible for filling in accurate and complete information throughout the entire PCO Form.
2. “Change Order Description” shall include a summary of all change order items indicated on the PCO Form for approval. Additional back up documentation shall be provided per specification Section 5.4.3.a “Back-Up Documentation”.
3. “Description” shall include a brief description of the work for the item for which pricing is being provided.
4. “Subcontractor Labor, Materials, Equipment” shall demonstrate the costs associated with each category for the subcontractor.
5. “Subcontractor Overhead & Profit” shall demonstrate the overhead and profit due to the Subcontractor on all the labor performed and material and equipment supplied. This cell is a locked cell with a calculation including a pre-determined percentage of overhead and profit that conforms to the amount listed in the Invitation for Bid.
6. “GC Overhead and Profit (sub)” shall demonstrate the overhead and profit due to the General Contractor on all labor performed by the Subcontractor and material and equipment supplied by the Subcontractor. This cell is a locked cell with a calculation including a pre-determined percentage of overhead and profit that conforms to the amount listed in the Invitation for Bid.
7. “General Contractor Labor, Materials, Equipment” shall demonstrate the costs associated with each category for the General Contractor.
8. “General Contractor Overhead and Profit” shall demonstrate the overhead and profit due to the General Contractor on all the labor performed and material and equipment supplied. This cell is a locked cell with a calculation including a pre-determined percentage of overhead and profit that conforms to the amount listed in the Invitation for Bid.
9. “Total Amount” shall demonstrate the total cost associated with the corresponding Proposed Change Order Item. This cell is a locked cell with a calculation for determining the correct value.
10. “Subtotal” shall demonstrate the sum of all Proposed Change Order Items prior to any Additional Bond Premium. This cell is a locked cell with a calculation for determining the correct value.

11. "Additional Premium Amount" shall demonstrate one percent (1%) of the subtotal amount per specification Section 5.4.3 "Proposed Change Order Form and Format". This cell is a locked cell with a calculation including a pre-determined percentage that conforms to the amount listed in the specification.
12. "Total Proposed Change Order Amount" shall demonstrate the sum of "Subtotal" and "Additional Bond Premium" providing the total cost of the proposed change order. This cell is a locked cell with a calculation for determining the correct value.
13. "Contractor Signature" shall be signed by the authorized representative of the General Contractor. This signature must be present prior to review and consideration by the Owner.



## CITY OF RICHMOND

900 E. Broad Street  
Richmond, VA 23219

### CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Department: \_\_\_\_\_  
Division \_\_\_\_\_  
Date: \_\_\_\_\_

Contract \_\_\_\_\_ No. \_\_\_\_\_  
Vendor Name \_\_\_\_\_  
Vendor \_\_\_\_\_ Code \_\_\_\_\_

The following changes to the above contract are hereby made based upon the following justification. (Attach itemized cost changes). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SUMMARY

Original Contract Amount \$

Previous Additions  
(Change Order Nos.) \_\_\_\_\_

Previous Deletions  
(Change Order Nos.) \_\_\_\_\_

Current Contract Amount \$ \_\_\_\_\_

This Change Order \$ \_\_\_\_\_

New Contract Amount \$ \_\_\_\_\_

Cumulative Percent  
( ) Increase ( ) Decrease \_\_\_\_\_%

Original Start Date (NTP) \_\_\_\_\_

Original Contract Period \_\_\_\_\_ Cal. Days

Previous Completion Date \_\_\_\_\_

This Change Order  
( ) Increase ( ) Decrease \_\_\_\_\_

New Contract Period \_\_\_\_\_ Cal. Days

New Completion Date \_\_\_\_\_

#### **OUTSIDE APPROVALS:**

##### **CONTRACTOR APPROVAL:**

\_\_\_\_\_  
Firm

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

Signature Date

##### **ARCHITECT/ENGINEER APPROVAL:**

\_\_\_\_\_  
Firm

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

Signature Date

##### **CONSULTANT APPROVAL:**

\_\_\_\_\_  
Firm

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

Signature Date

#### **INTERNAL APPROVALS:**

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Project Administrator/Supervisor Date

\_\_\_\_\_  
Agency Fiscal Representative Date

\_\_\_\_\_  
Director of Department Date

\_\_\_\_\_  
Director of Procurement Services Date

\_\_\_\_\_  
Chief Administrative Officer Date

**\*\*Signature of this document by the Requesting Department's Director or designee confirms that funding is available in the project budget for the above price increase and that this Change Order is in compliance with the requirements of Purchasing Policy No. 36, Construction Change Orders**







## CITY OF RICHMOND

900 East Broad Street, Room 1000  
Richmond, VA 23219

### **ACH – DIRECT DEPOSIT FORM** **PAYMENT INFORMATION**

This form is used for Automated Clearing House (ACH) payments from the City of Richmond.

#### **PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). The information will be used by the City of Richmond's Finance Department to transmit payment data, by electronic means, to the vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the ACH Payment System.

#### **PAYEE / COMPANY INFORMATION**

*To be completed by payee*

Request Type: <input type="checkbox"/> New <input type="checkbox"/> Change	<i>COR Vendor Number (given by Procurement's APA)</i>
Name of Payee	
SSN No. or Tax Identification No.	Contact Person
Address	Telephone Number (     )
City                      State                      Zip Code	Email Address

#### **FINANCIAL INSTITUTION INFORMATION**

Name	Telephone Number (     )
Address ( <i>street or P.O. Box, City, State and Zip Code</i> )	
Type of Depositor Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Depositor Account Title
Routing Number □ □ □ □ — □ □ □ □ □ □	Depositor Account Number

\_\_\_\_\_  
*Printed name of Payee or Company Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature of Payee or Company Representative*

\_\_\_\_\_  
*Date*



### **EDI Payment Agreement for Contractors**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Richmond, Virginia ("City") and ("COMPANY").

COMPANY hereby authorizes the City to make payments for goods and services covered by any agreement between the City and COMPANY (the "Business Agreements") by utilizing, at the City's option, electronic data interchange ("EDI"). COMPANY acknowledges and agrees that the provisions in the Business Agreements governing the method and timing of payment shall be amended to the extent provided in this Agreement.

An EDI payment from the City to COMPANY shall be considered timely if the payment is completed in accordance with Richmond City Code § 74-9 / Virginia Code § 2.2-4352. If the EDI payment cannot be completed on such date, the City's payment is timely if the funds transfer is completed on the next business day. The EDI payment shall be deemed completed when COMPANY's Depository Institution has accepted the payment order within the meaning of Article 4A of the Uniform Commercial Code (i.e., Virginia Code tit. 8.4A). The City may not use an EDI payment to affect an accord and satisfaction without COMPANY's written consent thereto. The Electronic Payment Information Form is an integral part of this Agreement.

COMPANY understands and acknowledges that the City will deliver the remittance data to COMPANY's designated Depository Institution.

COMPANY shall provide the City written notification of any change in the depository institution, payment instructions, or remittance data instructions at least 15 days in advance of such change. Such notification shall be delivered to the City's Department of Finance via:

- Fax to: (804) 646-5409, or
- U.S. Mail to: City of Richmond Department of Finance, Assistant City Controller, 900 East Broad Street, Room 1004, Richmond, Virginia 23219.

A "Trading Partner Notification of Change" form can be printed from the website of the Department of Finance ([www.richmondgov.com/departments/finance](http://www.richmondgov.com/departments/finance)), the changed information filled in, and the form faxed or mailed to the fax number or address above, respectively.

In the event of duplicate payment, overpayment, fraudulent payment, or payment made in error, COMPANY agrees to return any such payment to the City, after the City first provides information to COMPANY documenting any duplicate payment, overpayment, fraudulent payment, or payment in error. Any return shall, at COMPANY's option, be made by EDI payment in accordance with the rules of the National Automated Clearing House Association, or by check.

The City shall be responsible for making all payments required pursuant to the Business Agreements and for any loss of payment prior to the point at which COMPANY's Depository Institution shall have accepted the payment order, except that COMPANY shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided by COMPANY herein, or any subsequent changes thereto. The City shall bear any other loss, except to the extent that such loss arises by reason of the negligence or willful misconduct of COMPANY. In the event that payment timely initiated by the City has not been received by COMPANY by the due date thereof because of failure or delay by the funds transfer system or rejected by COMPANY's bank, the City shall pay COMPANY as soon as practicable after such failure or delay is discovered, and the City shall not be in breach of the Business Agreements for failure to make payment.

Each party shall bear the respective fees and other charges assessed by its designated banks and third party service providers.

Each party may terminate this Agreement upon 30 days notice to the other, but this Agreement will remain in effect as to all funds transfers that have been initiated by the City and not canceled prior to termination hereof. In the event of any inconsistency between this Agreement and any other Business Agreement addressing the subject matter of this Agreement, this Agreement shall control.

This Agreement is governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

COMPANY: \_\_\_\_\_

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

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

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



## Construction Contractor Performance Evaluation

Contract No.: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

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

Final Contract Amount: \_\_\_\_\_

Contractor: \_\_\_\_\_

No. of Change Orders: \_\_\_\_\_

Agency: \_\_\_\_\_

Project Duration: \_\_\_\_\_

A/E Firm: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

City Project Manager: \_\_\_\_\_

Please check the box that best describes your answer to the following questions and provide comments for each in the space below each question.

1. How well has the Contractor's Project Manager performed?

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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2. How well has the Contractor's Project Superintendent performed?

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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3. How would you rate the quality of the project management in regards to subcontractors and suppliers?

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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4. How was the Contractor's ability to perform per the project schedule?

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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5. How was the quality of the Contractor's subcontractors/suppliers?

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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6. Describe the Contractor's coordination between the City, A/E firm, and Construction Manager (if applicable).

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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7. Describe the quality of the Contractor's finished project.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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8. Describe the quality of the Contractor's submitted change orders and back-up documentation.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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9. Describe the quality of the Contractor's submitted payment invoices.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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10. Describe the quality of the Contractor's project submittals.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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11. Describe the quality of the Contractor's project closeout documents.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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12. Describe the Contractor's ability to adapt and overcome project difficulties.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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13. Describe the quality of the Contractor's safety program implemented on the jobsite.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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14. How would you rate the overall performance of project?

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

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15. Other evaluation comments:

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Evaluator's Name: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

**\*\*Upon completion, the Evaluator shall provide a copy of the completed evaluation to the Contractor and the City's Department of Procurement Services.\*\***



# MBE/ESB PARTICIPATION FORM (MBE-2)

## Minority Business Development

900 East Broad Street  
City Hall, 5th Floor  
Richmond, VA 23219  
Office: (804) 646-5947  
Fax: (804) 646-0136

<http://www.RichmondGov.com/MBD>

COMPANY DATA	COMPANY NAME:		PROJECT NAME/CONTRACT No.		
	CONTACT NAME:	PHONE #	Fax#	Email:	
	BUSINESS LICENSE No.	BUSINESS LICENSING JURISDICTION:		FED ID NO/SSN	
PROPOSED PARTICIPATION CODES	A= First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method				ENTER CODES BELOW 
OWNERSHIP	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
Minority / Emerging Small Business Commitments	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN	CONTRACT	% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street	54-XXXXXXX	Other Excavation	10%	2
	Anywhere, USA				
	2				
	3				
			→		
			→		
*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:					
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND			AMOUNT TOTAL % OF CONTRACT		

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

**THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.**

**SIGNATURE OF AUTHORIZED OFFICIAL:**

**DATE:**



## **INSTRUCTIONS / DEFINITIONS**

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)
2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.
3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.
5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1<sup>st</sup>-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2<sup>nd</sup>-tier subcontracting. Likewise, if the 2<sup>nd</sup>-tier subcontractor decides to subcontract a portion of the work, it is 3<sup>rd</sup>-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>-tier subcontracting for MBE/ESB participation. [In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.](#)
6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.
7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. **MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.**
8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. **MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.**
9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. **MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.**  
  
**Apprenticeship** – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.

900 East Broad Street  
City Hall, 5th Floor  
Richmond, VA 23219  
Office: (804) 646-5947  
Fax: (804) 646-0136

Contractor/Subcontractor	Sheet of	Month/ Year	Date Submitted to the City of Richmond
Project Name		Contract No.	

[illegible]

## Minority Business Enterprise/Emerging Small Business

### Monthly Compliance Monitoring Report

#### Instructions/Definitions

1. **Vendor Name, Address, Phone No., Federal ID No.-** provide vendor name, address, phone number and include Federal ID number in column.
2. **MBE Paid This Month/Date Paid-** provide amount paid to MBE subcontractor/supplier during current pay application. (Definition of Minority Business Enterprise (MBE)- a business that is at least 51% owned and controlled by minority group members. In case of a publicly owned business, at least 51% of the stock is minority owned and minority group members control the business. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.  
**MBE Paid to Date** – provide total amount paid to MBE subcontractor/supplier up to this pay application  
**Dollar Value of Subcontract** – provide total subcontract dollar amount of original contract agreement. In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.
3. **ESB Paid This Month** – provide amount paid to ESB subcontractor/supplier during current pay application. (Definition of Emerging Small Business (ESB) – a business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.
- has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction of business or of \$250,000 or less if engaged in a non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City Business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.  
**ESB Paid to Date** – provide total amount paid to ESB subcontractor/supplier up to this pay application.  
**Dollar Value of Subcontract** – provide total subcontract dollar amount of original contract agreement.
4. **NON-MBE/ESB Paid This Month / Date Paid** – provide amount paid to subcontractor/supplier during current pay application.
5. **Subcontract Completed** – did the subcontract work or supplier satisfy the conditions of the contract agreement?
6. **Scope of Work** – describe work or service performed.