

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
Thursday, June 18, 2026**



Invitation For Bid No. 260017550
for
US 60 Downtown Expressway Gateway Pedestrian Improvements (UPC#111702)

Due Date & Time: Monday, July 27, 2026 11:00 am

Request for Proposal Prepared by:

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Department of Procurement Services

<https://www.rva.gov/index.php/procurement-services/solicitations>

City of Richmond
US 60 Downtown Expressway Gateway Pedestrian Improvements
(UPC#111702)

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W - CQAP_UPC_111702

X - Wage_Determination_VA20250126

1. STATEMENT OF WORK

1.1. Purpose

The City of Richmond is accepting bids for the construction of the US 60 Downtown Expressway Gateway Pedestrian Improvements (UPC#111702) project which will improve the streetscape, bicycle and pedestrian infrastructure, and ADA compliance. The work will include construction of sidewalks, curbs, and ADA-compliant curb ramps; installation of pavement markings, signage, lighting, and traffic signal conduit; landscaping, utility adjustments, and all other work items needed to complete the project.

1.2. Statement of Work

1.2.1. Project Identification

- A. **Project Title:** US 60 Downtown Expressway Gateway Pedestrian Improvements
- B. **Drawing #:** O-29131
- C. **City Project #:** 106673
- D. **State Project #:** 0060-127-002, C501
- E. **Federal Project No:** NHPP-5A27(693)
- F. **UPC:** 111702

1.2.2. Acronyms & Definitions

The Definitions, Abbreviations, Acronyms, and Terms as presented in Section 101 of the *2020 Virginia Department of Transportation Road and Bridge Specifications* are incorporated by reference. The following is a summary of Acronyms and Definitions as noted within this document.

- 1. **A&E of Record:** Architect or Engineer of Record for the project.
- 2. **ADA:** Americans with Disabilities Act.
- 3. **Agency:** The City of Richmond and other representative departments responsible for the oversight of the proposed project.
- 4. **CAD:** Computer Aided Design
- 5. **City's Representative:** Means a party that has been delegated authority to conduct inspections, monitor, and/or perform testing and report to the City all and any issues of significance.
- 6. **CO:** Contracting Officer.
- 7. **Complete in Place:** Means all work shall be fully completed, and not left in an unfinished condition, prior to engaging in any additional tasks.
- 8. **COR:** Change Order Request.
- 9. **PM:** City Project Manager or designated authority.

10. **Project Closeout:** Means certain collective project requirements, signifying completion of the work that is to be fulfilled to achieve contract completion in preparation for final payments to the respective parties.
11. **RFI:** Request for information; means a formal written submittal to the A&E of Record or the contracting officer, to obtain further clarification on matters relating to the solicitation process, contract documents, construction documents, or other subject matter relating to construction phase activities.
12. **SC:** Subcontractor; Means a designated firm for which a contractual agreement is binding between itself and the Construction Manager/General Contractor.
13. **SSC:** Sub-subcontractor, a designated firm in which a contractual agreement is binding between the Subcontractor.
14. **Third Party:** Means a company, firm, or special inspections service provider that is under a contractual agreement with the City of Richmond to perform professional and/or non-professional services for the project.

1.2.3. Scope of Construction

- A. Construction includes, but is not limited to, the following:
 1. Maintenance of Traffic
 2. Construction of new concrete sidewalks
 3. Installation of new street trees and landscaping
 4. Construction of new concrete ADA curb ramps
 5. Installation of pavement markings and traffic signs
 6. Construction of curb extensions and traffic islands
 7. Installation of ornamental pedestrian lights to existing poles
 8. Refurbishment of existing light poles
 9. Installation of conduit for traffic signal communications
 10. Adjustment of water and sanitary services as necessary
 11. Erosion and sediment control including inlet protection and tree protection fencing
- B. Construction shall follow below list of approved plan sheets:

Title Sheet	1
Sheet Index	1A
Sheet Layout	1B
Construction Alignment Data Sheet	1C
Summary of Quantities	1D(1)-1D(2)
Survey Data Sheet	1E
General Notes	2
Typical Sections	2A(1)-2A(3)
Utility Relocations	2B
Drainage/Stormwater Plan - Utilities	2C(1)-2C(2)
Drainage/Stormwater Plan - Pre-Development Drainage Areas	2C(3)-2C(4)
Drainage/Stormwater Plan - Post-Development Drainage Areas	2C(5)-2C(6)
Drainage/Stormwater Plan - Resource Management Area MS4 Drainage Areas	2C(7)
Drainage/Stormwater Plan - Storm Sewer Profiles	2C(8)
Drainage/Stormwater Plan - Narrative and Calculations	2C(9)
Drainage/Stormwater Plan - Calculations	2C(10)
Drainage/Stormwater Plan - Inlet Calculations	2C(11)
Drainage/Stormwater Plan - Details	2C(12)-2C(13)
Drainage/Stormwater Plan - Erosion and Sediment Control Notes	2D(1)
Erosion and Sediment Control Plan - Phase 1	2D(2)-2D(6)
Erosion and Sediment Control Plan - Phase 2	2D(7)-2D(11)
Drainage/Stormwater Plan - Erosion and Sediment Control Details	2D(12)
Maintenance of Traffic General Notes	2E(1)
Maintenance of Traffic typical sections	2E(2A)-2E(2C)
Maintenance of Traffic Plans - Phase 1	2E(3)-2E(7A)
Maintenance of Traffic Plans - Phase 2	2E(8)-2E(12A)
Maintenance of Traffic Plans - Phase 3	2E(13)-2E(17)
Entrance Profiles and Details	2F
Grading Plans	2G(3)-2G(7)
Demolition Plans	2H(3)-2H(7)
Plan Sheets	3-7
Traffic Signal Plans	8(1)-8(6)
Signing and Pavement Marking Plans	9(1)-9(7)
Landscape Plans	10(1)-10(6)
Structures Plans	11(1)
Cross Sections	XS(5)-XS(18)

1.2.4. Place and Time of Performance

- A. The project will be performed along S. 9th, S. 7th, E. Byrd, and E. Canal Streets adjacent to Kanawha Plaza.
- B. Work is permitted on this project from 7:00 AM to 6:00 PM Monday through Friday. No work shall be performed on Saturday, Sunday, or the following holidays or special events without written consent of the City: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Holidays (Wednesday thru Friday), and Christmas Holidays (Christmas Eve & Christmas Day).
- C. There shall be NO lane closures or reductions to the number of existing thru lanes from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM any day of the week.

- D. The period of performance for the project shall be **550** consecutive calendar days from the Notice to Proceed which includes thirty (30) calendar days for inclement weather and holidays.

1.2.5. Plans and Specifications

- A. All work shall be performed in accordance with the official plans and specifications as noted below:
1. City of Richmond and the Virginia Department of Transportation standards and specifications, most recent edition.
 2. Latest versions of Virginia Department of Transportation (VDOT) 2020 Road and Bridge specifications, 2016 Road and Bridge Standards.
 3. VDOT Work-Area Protection Manual (VWAPM) version 11.0, January 2026 - final
 4. The Virginia Manual on Uniform Traffic Control Devices, Version 11.0 (VMUTCD)
 5. Attachment T - UPC_111702_Plans_Feb_2026
 6. Attachment U - VDOT_Special_Provisions_UPC_111702
 7. Attachment V - Richmond_Special_Provisions_111702
 8. Attachment W - Project_Special_Provisions-Appendix_A
 9. Attachment X - CQAP_UPC_111702
 10. Attachment Y - Wage_Determination_VA20250126
- B. The Contractor shall refer and conform to these documents and shall construct the proposed work per the approved specifications and approved construction drawings.
- C. The Contractor shall provide their subcontractors and suppliers all necessary documents to complete their work.

1.2.6. Points of Contact

- A. During the solicitation phase, contact with City officials or representatives of the City shall be limited to City staff from the Department of Procurement Services (DPS). The DPS main point of contact for this solicitation is Sue Demery, Sue.Demery@rva.gov.
1. All questions regarding this solicitation shall be asked via the question and answer feature in OpenGov.
- B. During the delivery of the project, the main point of contact for this project is the PM.
1. Unless otherwise authorized, the Contractor shall not contact the A&E of Record or other Agency representatives for any matter.
 2. The Contractor shall be allowed to contact DPS solely to address administrative matters pertaining to the construction Contract. DPS will not answer any questions, direct any work,

or handle disputes related to construction, design of the proposed systems, or any other associated efforts.

C. The table below provides a list of contacts for the project:

<i>Agency Project Team</i>					
Project Manager			Engineer of Record		
Yongping Department 2467Yongping.Wang@rva.gov	Wang, of Public	PE Works804-646-	Chris Daily, PE 1021 E. Cary Richmond, 571-389-8121	Vanasse Hangen St. VA	Brustlin, Inc. Suite 200, 23219
Capital Projects Administrator					
Lamont Department 6339Lamont.Benjamin@rva.gov	Benjamin, of Public	PE Works804-646-			

1.2.7. General Notes

- A. **Permits.** The Contractor shall be responsible for coordinating all traffic control and work-in-streets permits within the city. No Right of Way is needed for this project.
- B. **Mobilization and Demobilization.** No additional payment will be made for demobilization and remobilization due to shutdowns, suspensions of work, work moratoriums, or other mobilization activities.
 - 1. The construction site shall be restored in compliance with City Standards.
 - 2. Demobilization shall include, but is not limited to, pavement restoration, removing any steel plates, and vacating the construction site and surrounding area (men and equipment). The restored site shall not interfere with the flow of traffic or pedestrian movements in any way.
- C. **Street and Sidewalk Access.** Access for both emergency services and residents shall be maintained at all times during construction regardless of whether a street closure is or is not in effect.

1. The Contractor shall limit the length of work areas along E. Canal Street, E. Byrd Street, S. 7th Street and S. 9th Street, such that sidewalk excavation and restoration can be complete in no more than one month for each block.
 2. Access to all businesses shall be maintained at all times during working hours.
 3. The Contractor shall maintain accessible pedestrian routes around the work area at all times or properly sign pedestrian detours in compliance with the latest revision of the Virginia Work Area Protection Manual.
 4. Detectable edge devices shall be used along all pedestrian paths adjacent to the work area. For work at intersections in the vicinity of intersections with existing crosswalks the contractor shall maintain at least one crosswalk at all times.
- D. **Enclosed Spaces.** At locations where work is called for in manholes, the Contractor shall follow all applicable City, State, and Federal requirements regarding work in enclosed spaces.
1. Work within the City's Department of Public Utilities (DPU)/Department of Public Works (DPW) joint-use manholes requires the Contractor to have personnel certified for cable installation in a medium-voltage (2400 through 15000 volts) work environment and for work in enclosed spaces.
- E. **Required Work Zone Certifications.** As work may be required at congested traffic intersections, the Contractor shall have at least one employee or subcontractor who is IMSA Traffic Signal Construction Level II and VDOT Intermediate Work Zone Safety Training certified on-site at all times.
- F. **Retainage.** Retainage will not be held unless the Engineer determines the Contractor's progress is unsatisfactory according to the approved schedule or other applicable Contract documents.
1. The Engineer will send a notice of unsatisfactory progress to the Contractor advising him of such determination.
 2. This notification will also advise the Contractor that five percent retainage of the monthly progress estimate is being withheld and will continue to be withheld for each month the Contractor's actual progress is determined to be unsatisfactory.
 3. When the Engineer determines that the Contractor's progress is satisfactory in accordance with these requirements, the 5 percent retainage previously withheld because of unsatisfactory progress will be released in the next monthly progress estimate, and the remaining monthly progress estimates will be paid in full provided the Contractor's progress continues to be satisfactory.
- G. **Maintenance of Traffic.** Maintenance of Traffic is to be paid for as a lump sum for all work required in accordance with the Virginia Work Area Protection Manual, latest revision, to maintain traffic and a work zone at all individual work locations.
- H. **Joint Work.** All joint work shall be neat, clean, and straight.

- I. **Material Salvage and Disposal.** Contractors are responsible for the proper disposal of excess excavation, materials and demolition. All inert materials not designated for salvage (concrete, brick, uncontaminated soils, cobblestone, etc.) from the project shall be disposed of at an approved landfill and the cost of loading and hauling to the landfill shall be incidental to the unit price of the other items.
- J. **Subcontractors.** All subcontractors shall be documented on a subletting request, VDOT Form C-31.

1.2.8. Federal Funding Requirements

- A. This Project is funded by Smart Scale Funding and is subject to federal contract provisions and the Davis Bacon General Wage Decision. Should there be any discrepancies among mandatory requirements of federal, state and/or local laws or regulations, the federal aid or the most restrictive shall apply.
- B. This is federally funded project; no negotiation shall be allowed with the selected bidder.

1.2.9. Safety

- A. Prior to assuming any construction activities, the Contractor shall submit a site safety plan and company safety plan to the PM, Consultant Construction Manager, and A&E of Record.
- B. The Contractor shall submit a list of emergency contact numbers to both the PM and A&E of Record; such list shall also be posted on-site in an area that can be readily visible to first responders and others in the event of an emergency.
- C. The Contractor shall immediately report any accidents or incidents to the PM or PM designee. Post-accident reports shall be submitted to both the PM/PM designee and A&E of Record for further review.

1.2.10. Quality Control

- A. The Contractor shall be responsible for Quality Control (QC) on the project. The Contractor shall review all construction work and associated activities on the project to verify conformance with the approved construction documents.
- B. If the Contractor subcontracts quality control, the Contractor is prohibited from using the same third-party testing firm(s) that the City will use on the project.
- C. Acceptance testing will be performed, at a minimum, by the City in accordance with VDOT standards, Virginia Test Methods, and/or locality standards, as applicable. The City and/or designee(s) will review all work and other associated activities on the project to verify conformance with the contract.
- D. Cost for quality control testing is incidental to the associated line item.
 - 1. Unit price shall include all overhead, profit, labor, materials, equipment, and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. The unit price shall be good for the duration of the contract.

- E. All erosion and sediment control measures shall be the responsibility of the Contractor and in accordance with VDOT Erosion and Sediment Control Standards.
 - 1. All erosion control measures will be in place and reviewed by the Contractor at least once every five (5) business days and within 24 hours of a rainfall event or every four (4) business days to ensure compliance for the control of any erosion and siltation.
 - 2. Any corrections or repairs will be made immediately by the Contractor at the Contractor's expense.

1.2.11.Existing Utilities

- A. Improvements were developed using survey in the project corridor. Utilities are shown based on record and survey data. The exact condition of existing utilities are unknown. The City strongly recommends that the Contractor assess and document the condition of any utility in the work area prior beginning work as part of the requirement to verify location and condition of existing utilities.
- B. The Contractor is responsible for coordination and protective measures required to safely perform work within utility transmission corridors.
- C. The Contractor must contact the City Surveys Department (804-646-5404) 48 hours prior to start of any work that may impact existing right-of-way monuments and/or markings so that reference points may be established for all permanent monuments or baselines that may be disturbed.

1.2.12.Personnel

- A. The Contractor shall submit a list of key personnel that will be assigned to the project/project areas. The list shall comprise of the following:
 - 1. Name of Individual
 - 2. Company Title/Position
 - 3. Contact Numbers – Office and Mobile
 - 4. E-mail Address
- B. If personnel are removed from the project, the Contractor shall immediately notify the PM of the personnel change.
- C. The Contractor shall seek approval from the PM prior to assigning new personnel to key positions overseeing the project.
 - 1. The Contractor shall provide at minimum five (5) business days' notice of the change in personnel.
 - 2. Following approval, the Contractor shall issue a revised key personnel chart to the PM.

1.2.13.Change Orders

- A. Should unforeseen events occur that expand the initial scope, the Contractor shall submit a change order request (COR) to the A&E of record and PM. The Contractor shall provide a PDF on the City's Proposed Change Order form of the COR outlining the basis of the request in which a change order is justified with supporting documentation to substantiate additional costs, increases, or requests for additional time.
- B. The request will be thoroughly reviewed by the A&E of record, PM, and Department of Procurement Services (DPS) prior to accepting or rejecting the request. This review will take a minimum of ten (10) business days.

1.2.14. Project Closeout

- A. Project closeout shall entail a number of conditions and terms which must be satisfactorily met before the final payment per the last schedule of values.
- B. Prior to close out of the project, the A&E of Record shall certify that there are no outstanding items pending on the project punch list and shall verify receipt of the Affidavit of Claims.
- C. Close out of the project shall be at the discretion of the A&E of Record and PM or PM designee.

1.2.15. Deliverables

The Deliverables for the project shall include, but be not limited to, the following items which shall be relinquished to the City.

- A. **Progress Schedule.** The Contractor shall submit to the City and Architect/Engineer for review and approval a proposed CPM-type Project Schedule within seven (7) calendar days prior to beginning work.
 - 1. The schedule must show 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 for submittals, shop drawings, and samples.
 - 2. The proposed Project Schedule shall include each major milestone to be achieved for the duration of the project that directly coincides with the critical path. The milestones should include, but are not limited to, the following activities such as:
 - a. Award of subcontracts,
 - b. Material buyouts,
 - c. Submittal approvals,
 - d. Mobilization,
 - e. All construction activities, and
 - f. Associated inspections/testing.

3. The proposed Project Schedule shall be revised as directed by the City or Architect or Engineer until approved and shall be considered the approved Project Schedule and strictly adhered to by the Contractor. The Project Schedule may only be revised per submittal by the Contractor of a proposed Project Schedule revision in sufficient detail as determined by the City for review and approval by the City.
 4. Project Schedule progress updates shall be provided at each monthly Project Meeting and the Project Schedule progress updates submitted at these meetings are not to be considered as Project Schedule revisions or as a submittal for a Project Schedule revision.
 5. Two weeks look ahead (TWLA) will be submitted every other Wednesday by close of business.
- B. **VDOT Forms for Source of Materials.** The Contractor shall submit source of material/C-25 forms for all materials to be used on the project. Materials shall come from sources approved by VDOT or approved by the City, where applicable. No materials shall be delivered for use on the project without prior approval of the C-25 form.
- C. **Shop Drawings.** The Contractor shall submit Shop Drawings for all work requiring fabrication in accordance with City and VDOT specifications.
- D. **Payment Reporting/Certifications.** This project is subject to the Davis Bacon General Decision VA20260126. The Contractor shall submit documentation in the timeframes indicated to ensure compliance. The City Minority Business “Monthly Compliance Report” (MBE-3) shall be submitted with pay requests/invoices.
- E. **As-Built Drawings.** The Contractor shall ensure that As-Built drawings are kept up to date throughout the project. Drawings will be reviewed periodically as part of the draft monthly pay application review and approval process. Monthly pay application processing may be delayed if as-built drawings are not up to date. All as-built drawings (one—hard copy and three electronic copies) are required by Final Completion of the project per review and approval requirements.
- F. **Inspection and Acceptance.** Inspections of the new installations shall be coordinated by the Contractor who shall be responsible for scheduling of the inspections with the City, City’s representative, and/or A&E of Record.
1. A minimum of ten (10) business days advanced notice will be required and will be subject to change based on the availability of all parties.
 2. In-progress work will be tested and/or accepted in accordance with the project Construction Quality Assurance Plan (CQAP).
 3. Items requiring special inspection and acceptance will be inspected by the A&E of Record. Other items will be inspected by the City’s representative.
 4. Final acceptance testing will be coordinated by the Contractor and shall be scheduled at a time in advance to ensure presence of appropriate personnel. Acceptance shall be done in accordance with the project’s Construction Quality Assurance Plan, VDOT specifications,

and this project's Special Provisions. A final system acceptance test will be conducted by the Contractor to ensure proper operation. Once the Contractor completes the final system acceptance tests and the City and/or A&E of Record acknowledge satisfactory completion and ninety (90) days of continuous operation, the system implementation will be deemed complete.

5. The Contractor shall provide a warranty for one year from final acceptance. The warranty period shall not commence until the final acceptance letter is issued by the City.

1.2.16. Disadvantaged Business Enterprise Requirements

- A. Due to pending changes to the DBE program, the DBE goal for this Contract is 0%.
- B. The Contractor will not be required to submit forms C-49, C-110, C-111, or C-112.
- C. The Contractor shall be required to submit forms C-48 and C-63 omitting answers regarding gender and ethnicity.

1.2.17. Documents to be Submitted with Bid

The Bidder must include the following documents along with their bid for the purposes of verifying experience and references.

- A. **References.** The Bidder must provide a minimum of three (3) references on projects with similar scope and complexity for the Prime Contractor and each key subcontractor that will participate in the Project. All references listed may be contacted and questioned about the firm's overall capabilities; any problems that developed during performance of work; and quality and performance of applicant's personnel. The references should include the owner project manager's contact name, title, address, telephone number, and email address of at least three (3) references with whom the Bidder has worked during the last five years. Briefly identify the project, location, original and final period of performance, original and final contract amount, reason for any change orders, staffing level, and services performed for each reference.
- B. **Experience on Projects of Similar Scope.** The Bidder must identify five (5) projects performed within the last ten years or currently in progress where the firm was the Prime Contractor or the General Contractor, focusing on what the Bidder considers most relevant in demonstrating the qualifications for this Project. Briefly identify the project, scope of work, equipment used to complete the work, location, period of performance, contract amount, and Bidder's role (i.e. prime contractor, subcontractor (tier), supplier, etc.).
- C. **Key Personnel.** The Contractor must provide information about those to whom the project will be assigned and who will be performing the actual work, including the following Key Personnel. Resumes for individuals who are not identified as Key Personnel should not be included.
 1. **Project Manager** – This individual shall be responsible for the overall project construction, quality management, schedule, and contract administration. A minimum of five years relevant and verifiable experience is required.

2. **Superintendent/Foreman** – This individual, who will be required to be on the project site for the duration of construction operations, shall be responsible for managing the construction process, to include all Quality Control (QC) activities to ensure the materials used and work performed meet the requirements of the Contract Documents.
- D. **Qualified Personnel.** The Bidder shall provide resumes of qualified personnel that will be assigned to work orders including a copy of IMSA Level II, Confined Space Training and VDOT Intermediate Work Zone, Safety Training certifications. OSHA certifications, and other applicable safety certificates.
- E. **Safety (Contractor's Safety Program).** The Bidder must submit a copy of the firm's operational and safety program detailing standard operating procedures and safety protocols and a copy of the VDOT Work Zone Traffic Control certification.

1.2.18.Award

- A. Contract award shall be based on the total extended bid price and shall be made to the lowest responsive, responsible bidder.
- B. Quantities shown on the Unit Price Bid Sheet in section 4.1 may not represent the actual amount of work to be done under this Contract.
- C. The City reserves the right to perform all, part, or none of the work.

1.3. Prequalification

- A. This project has not been prequalified under the Code of the City of Richmond, Section 21-46.
- B. This is a Federal-aid project which requires that all Bidders be prequalified by the Virginia Department of Transportation (VDOT).
 1. Bidders whose prequalification is pending approval may submit a bid but must provide proof of prequalification status prior to accepting award.
 2. Subcontractors must be VDOT prequalified at the "Subcontractor Only" level or above prior to beginning work.

2. GENERAL CONDITIONS OF THE CONTRACT

2.1. 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.

2.1.1. 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.

2.1.2. 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.

2.1.3. 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.

2.1.4. 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.

2.1.5. 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.

2.1.6. Field Order

Means 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.

2.1.7. 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.

2.1.8. Mistake

Means every type of error, clerical or otherwise.

2.1.9. Notice

Means all written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents.

2.1.10. 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.

2.1.11. 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.

2.1.12. Owner

Means the City of Richmond, Virginia, acting by and through its authorized agent(s) or representative(s).

2.1.13. 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.

2.1.14. 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.

2.1.15. 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.

2.1.16. 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.

2.1.17. 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.

2.1.18. 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.

2.2. City of Richmond Terms and Conditions

2.2.1. 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.

2.2.2. 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.

2.2.3. 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.

2.2.4. 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.

2.2.5. 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.

2.2.6. 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.

2.2.7. Award

The City of Richmond will make the award to the lowest responsive/responsible bidder. The Department of Procurement Services reserves the right to conduct any test it may deem advisable and to make all evaluations necessary. 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.

2.2.8. 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.

2.2.9. 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.)

2.2.10. 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.

2.2.11. 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.

2.2.12. 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.

2.2.13. 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.

2.2.14. 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.

2.2.15. Ethics in Public Contracting

By submitting a 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.

2.2.16. 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).

2.2.17. 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).

2.2.18. 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.

2.2.19. 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.

2.2.20. 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@rva.gov

or

City of Richmond

Accounts Payable

900 East Broad Street

Richmond, VA 23219

2.2.21. 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., All insurance contracts and policies shall provide, or be endorsed to provide, (i) subrogation against the City shall be waived; (ii) the City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation; (iii) coverage will not be canceled or modified by the insurer for non-payment of premiums without thirty (30) days prior notice to the City; (iv) 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. 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.

All Certificates of Insurance shall show the Certificate Holder as:

City of Richmond
C/O myCOI
P.O. Box #501970

8710 Bash Street
Indianapolis, IN 46256

2.2.22. 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.

2.2.23. 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.

2.2.24. 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.

2.2.25. 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.

2.2.26. Mistakes in Bids

Bids may be withdrawn subject to all provisions and conditions for and outlined under City Code §21-53. If a bid is withdrawn under authority of this section, the next lowest bidder shall be deemed to be the low bidder on the project.

2.2.27. 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.

2.2.28. 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.

2.2.29. 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.

2.2.30. 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.

2.2.31. 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.

2.2.32. Public Inspection of Records

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

2.2.33. 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.

2.2.34. 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.

2.2.35. Rejection of Bids

The City of Richmond reserves the right to reject any and all bids.

2.2.36. 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.

2.2.37. Separate Invitations

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

2.2.38. 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.

2.2.39. Unit Pricing

Unless lump sum price is specifically requested, unit and extended prices should be given. Failure to do so may cause bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

2.2.40. 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.

2.3. Instructions to Bidders

2.3.1. Receipt and Forms of Bid

The following required forms are to be completed and returned submitted with this bid package: **the Bid Form, Bid Security, References, Experience on Projects of Similar Scope, Key Personnel, Safety Plan, VDOT C-48, VDOT C-68, VDOT C-104, VDOT C-105.**

To be considered, a bid must be submitted through the City's e-Procurement Portal, OpenGov, on or before the time and date set forth on OpenGov for this Invitation for Bids. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. The City will not accept a bid that is late, regardless of any technical difficulties. Bidders submitting proposals should allow sufficient time for submission through OpenGov. The bidder shall not make any other distribution of bids. However, materials or information received from a prospective contractor as result of a request by the Contracting Officer shall not be considered a violation of this section.

Bids containing any conditions, omissions, unexplained deletions or alterations, or items not called for on the bid sheet may be rejected by the City as being incomplete or non-responsive.

2.3.2. 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.

2.3.3. Pre-Bid Meeting

A pre-bid meeting for this project is scheduled for:

Monday, June 29, 2026, 12:00 pm

Teleconference No: 1-804-316-9457 Phone Conference ID: 678 467 94#

2.3.4. Interpretations

- A. 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 through OpenGov. The person submitting the request shall be responsible for its prompt and actual delivery by Friday, July 17, 2026 5:00 pm.

- B. 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.
- C. 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 "Interpretations" is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.

2.3.5. Withdrawal of Bids

A. Conditions for Withdrawal

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.
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 2.3.5**.
 - 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.

B. Procedure for Withdrawal due to Error or Mistake.

1. 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.
2. 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 2.3.5**. 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.
3. 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.
4. 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.
5. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this **section 2.3.5**, the lowest remaining bid shall be deemed to be the low bid.
6. 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.

7. 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 2.3.5**, 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.

- C. **Consequence if Bid Not Withdrawn.** If the bidder does not withdraw the bidder's bid as provided in this **section 2.3.5**, 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.

2.3.6. 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.

2.3.7. Addenda

From time to time, addenda may be issued that will provide clarifications or supplemental information about the bid documents. 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 in the Invitation for Bids. The bidder is responsible for verifying the existence of addenda items.

2.3.8. 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.

2.3.9. 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.

- A. **Building Permit.** The Contractor will apply for and pay for a building permit and complete all necessary forms (unless otherwise notified). (Contractor to apply and pay for all other permits also).

2.3.10. 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.

2.3.11. 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.

2.3.12. 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.

2.3.13. 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.

2.3.14. 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.

- A. **Burden of Proof.** TheThe 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.

- B. **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.

2.3.15. Contractor's Insurance

- A. **Builder's Risk Insurance.** Contractor's or Builder's Risk Insurance in the all-risk form shall be provided by the Contractor to the extent of 100 percent of the bid on which the Contract is awarded to the Contractor covering damage to or loss of work performed under the Contract caused by fire, explosion, wind, lightning, vandalism, malicious mischief and any similar other casualty, risk or peril. The insurance shall be payable to the Owner and Contractor as their respective interests may appear. **THIS PARAGRAPH NOT APPLICABLE TO SEWER, STREETS AND UNDERGROUND UTILITIES PROJECTS.**
- B. **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 **section 2.3.15** 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.
- C. **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.
- D. **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.

2.3.16. Bid Security

Any bidder submitting a bid for a construction Contracts in excess of \$100,000 shall submit to the City 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 bidders submit bid security for lesser bid amounts, however, this will be so stated in the Invitation for Bid.

Such Bid Bond or check shall be delivered, on or before the due date for this Invitation for Bids, to the City's Department of Procurement Services, 900 E. Broad Street, Room 1104, Richmond, Virginia 23219, in an envelope marked with a reference to this Invitation for Bids by number and the bidder's name. The bidder shall deliver such Bid Bond or check 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.

2.3.17.Preparation and Submission of Bids

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. Bidders shall bid on all items as shown on the bid sheet, if required by the Owner.

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. 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.

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.

2.3.18.Receipt and Opening of Bids

Bids will be opened publicly at the date and time stated in the Invitation for Bid. The officer whose duty it is to open them will decide when the specified time has arrived. It is the responsibility of the bidder to assure that its bid is submitted prior to the time set for the receipt of bids. Any bid received after the time designated for receipt of bids will not be considered.

2.3.19.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.

2.3.20. 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.

2.3.21. 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.

2.4. Award and Execution of Contract

2.4.1. 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 submitted in accordance with the Instructions to Bidders. Award shall be made to responsible bidders only, as determined by the City.

2.4.2. Executing the Contract

Upon notice of intent to award the Contract, the bidder shall sign the contract upon receipt and furnish the Performance and Payment Bonds as prescribed in **section 2.4.5 ("Contract Security")** and the Certificate of Insurance as prescribed in **section 2.3.15 ("Contractor's Insurance")**, which are required to be procured by the contractor within fifteen (15) calendar days after the date of the notice of intent to award, or within such further time as the Owner may allow.

2.4.3. 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.

2.4.4. 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, a limited liability company, or a partnership, the individual signing on behalf of the individual, limited liability company, or partnership shall provide a sealed and attested copy of their signature authority shall accompany their signature.

2.4.5. Contract Security

- A. 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
- B. The contractor may submit alternative forms of security in lieu of the bonds described in subsection **section 2.4.5 A ("Contract Security")** above in accordance with City Code § 21-51.
- C. 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 2.4.5 ("Contract Security")**, and the Owner shall pay the cost thereof, which shall be added to the contract amount by change order.

2.4.6. Subcontracts

Within 15 days after notification of contract execution and before making any subcontract or issuing any purchase order, the contractor must submit 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.

- A. **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.

- B. 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.

2.4.7. 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.

2.4.8. 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.

2.4.9. 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.

2.4.10. 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.

2.4.11. Notice

- A. 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.
- B. 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.

2.4.12. Contract Amount

- A. **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.
- B. **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.
- C. **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.

2.4.13.No Guaranteed Work.

The City does not represent, warrant, covenant or guarantee that the Contractor will receive any Work Assignments in a specific contract or renewal term. The City reserves the right, at its sole discretion, to issue separate solicitations for similar work and other projects as the need may occur.

2.4.14.Assignment of Work when Multiple Awards.

In the event the City awards multiple contracts under this Invitation for Bids as allowed under City Code section 21-55(a), the City will assign work based on the provisions of this section. The City will strive to distribute work assignments (each a “Work Assignment”) to all contractors awarded contracts under this Invitation for Bids. However, the City, in its sole discretion, may assign a Work Assignment to the contractor that it believes is best suited to that specific Work Assignment based on the following factors:

- A. Performance on past or current Work Assignments as documented pursuant to Section 2.4.16 (“Performance Evaluation”) of Part I (“Specifications”).
- B. Resources available compared to existing assigned workload.
- C. Cost effectiveness and reasonableness based on bid price.
- D. Responsiveness in responding to Work Assignment requests.

2.4.15.Work Assignment Procedure.

In the event the selected contractor (i) fails to respond to the City’s request for a Work Assignment within 72 hours, or (ii) declines to perform a Work Assignment, the City may proceed to another contractor. Nothing herein shall be construed to limit the City’s discretion to determine when and under what circumstances to utilize any awarded contractor for Work Assignments.

2.4.16.Performance Evaluation.

Performance evaluation of the Contractor shall take place at the completion of each Work Assignment.

2.5. Performance of the Contract

2.5.1. 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

2.5.2. 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.

2.5.3. 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.

2.5.4. 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.

- A. **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.

- B. 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.
- C. Change Order Form and Format.** The Contractor shall use the City's Proposed Change Order Form (PCO Form) when submitting for change orders except when the contract is based upon a Unit Price Schedule such as those included in the Bid for Street, Sewer and Underground Utility Projects. The form shows a summary of 1st 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.
1. **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 1st 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).
 2. **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.

2.5.5. 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.

2.5.6. Completion

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

- A. **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.
- B. **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.
- C. **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.

2.5.7. 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.

- A. **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.

- B. **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.
- C. **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.

2.5.8. 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.

2.5.9. 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.

- A. **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.
- B. **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.

2.5.10.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.

- A. **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 schedule and enforce maintenance of the schedule.
- B. **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.

2.5.11.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.

2.5.12.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.

2.5.13. 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.

- A. **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.
- B. **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.
- C. **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.
- D. **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.

- E. **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.
- F. **Copies Furnished The Contractor.** After the contract has been executed the Contractor will be furnished two (2) hardcopy 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.
- G. **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.
- H. **Special Drawing Provisions.** The Contractor and the Architect or Engineer shall prepare jointly:
 - 1. A schedule fixing the dates at which special detail drawings will be required; and
 - 2. 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.

2.5.14.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 settling 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.

2.5.15. 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.

2.5.16. 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%.

2.6. Control of the Contract

2.6.1. 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.

2.6.2. 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.

2.6.3. 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.

- A. **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.

2.6.4. 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.

2.6.5. 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.

2.6.6. 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.

- A. **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.

2.6.7. Safety and Maintenance of Traffic

- A. **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.
- B. **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.

- C. **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.

2.6.8. 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.

2.6.9. 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.

2.6.10.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.

2.6.11.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. **THIS PARAGRAPH NOT APPLICABLE ON SEWER, STREET OR UNDERGROUND UTILITY PROJECTS UNLESS SPECIFICALLY STATED IN THE SPECIAL PROVISIONS.**

2.6.12.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.

2.6.13.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.

2.6.14.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.

2.6.15.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.

2.7. Payments

2.7.1. 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.

2.7.2. 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.

- A. **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. To the extent authorized by Virginia Code section 2.2-4334, if the Contract (i) has a contract amount of \$200,000.00 or

more, (ii) the Work is for the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, and (iii) portions of the contract amount are to be retained, the Contractor is authorized to elect to utilize a retainage escrow account procedure by notifying the City in its bid submission. In the event the Contractor elects to use the retainage escrow account procedure, the Contractor shall execute a retainage escrow agreement (in a form proscribed by the Owner and in compliance with Virginia Code section 2.2-4334) and shall submit the executed retainage escrow agreement to the Owner within 15 calendar days after notification. If the retainage escrow agreement is not submitted within the 15 day period, the Contractor shall forfeit his rights to the use of the escrow retainage account procedure. If the contract includes payment of interest on retained funds, the Contractor shall, exclusive of reasonable circumstances beyond the control of the Contractor, be required to pay a penalty specified within the Contract for each day exceeding the completion date stated in the Contract.

- B. **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.
- C. **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. *THIS PARAGRAPH NOT APPLICABLE TO SEWER, STREETS AND UNDERGROUND UTILITY PROJECTS.* 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.

- D. **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.

2.7.3. 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.

2.7.4. 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.

2.7.5. 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.

2.7.6. Payments by Contractor

- A. **When Payment Required.** The Contractor shall take one of the following actions within seven days after receipt of amounts paid to the Contractor by the Owner for Work performed by a subcontractor or material supplied by a supplier under the Contract:
 - 1. Pay the subcontractor or supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed or materials supplied by the subcontractor or supplier under the Contract; or
 - 2. Notify the Owner and the subcontractor or supplier, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's or supplier's payment with the reason for nonpayment.
- B. **Interest.** The Contractor shall pay interest to the subcontractor or supplier on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Owner for Work performed or materials supplied by the subcontractor or supplier under the Contract, except for amounts withheld in accordance with subsection (B) of section 7.6.1 ("When Payment Required") of these General Conditions. Unless otherwise provided under the terms of the subcontract, interest shall accrue at the rate of one percent per month. The Contractor's obligation to pay an interest charge to a subcontractor or supplier pursuant to this section 7.6.2 ("Interest") shall not be construed to be an obligation of the Owner. Under no circumstances shall the Contractor be entitled to any reimbursement of any kind whatsoever for the payment of the interest charge required by this section 7.6.2 ("Interest").
- C. **Contractor Liable for Payment.** In the event the Contractor has not received payment from the Owner for Work performed by a subcontractor under the Contract, the Contractor shall be liable for the entire amount owed to such subcontractor and shall pay such subcontractor within 60 days of the Contractor's receipt of an invoice following satisfactory completion of the Work for which the subcontractor has invoiced the Contractor. The Contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of its subcontract. However, in the event that the Contractor withholds all or part of the amount invoiced by the subcontractor under the terms of its subcontract, the Contractor shall, within 50 days of receipt of such invoice, notify the subcontractor in writing of (i) the Contractor's intention

to withhold all or a part of the subcontractor's payment, and (ii) the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the City to the Contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Contractor receiving payment for amounts owed to that subcontractor. Nothing in this section 7.6.3 ("Contractor Liable for Payment") shall be construed to apply to or prohibit the inclusion of any retainage provisions in this Contract.

- D. **Flow-Down of Requirements.** The Contractor shall include in each of the Contractor's subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

2.8. Remedies

2.8.1. Owner's Right to Terminate Contract for Cause

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.

2.8.2. Termination by Owner for Convenience

- A. 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:
 - 1. All amounts then otherwise due under the terms of this Contract,
 - 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
 - 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.
- B. 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.

2.8.3. 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.

2.8.4. 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.

2.8.5. 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.

2.9. Unit Price Contracts

2.9.1. Bid Form

Where a Unit Priced Bid is specified, each bid shall be completed fully when submitted .

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.

2.9.2. 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.

2.9.3. 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.

2.9.4. Term of Unit Price Contracts

A. 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.

B. 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.

C. Exercise of Renewal Options

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 2.4.5 ("Contract Security")** in an amount equal to the contract amount for the renewal term.

D. 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 **section 2.9.4 C ("Exercise of Renewal Options")**.

[2.10. Dispute Resolution](#)

2.10.1. 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 a reason.

2.10.2. 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.

2.10.3. 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.

2.10.4. Contractual Claims

A. 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).*)

B. 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.

C. Procedures and Time Limit

The procedures set forth in this **section 2.10.4 ("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).*)

D. 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).*)

E. 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).*)

F. No Cessation of Performance

Nothing in this **section 2.10.4 ("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).*)

2.10.5. 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.*)

2.10.6. 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.

2.10.7. 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.

3. SPECIAL CONDITIONS OF THE CONTRACT

3.1. Bidder Not Debarred

By signing and submitting 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.

3.2. 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 0% 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 804-646-6417 as a resource in identifying local MBEs and ESBs. Your assistance in helping the City achieve its priorities is greatly appreciated.

4. FORMS AND ATTACHMENTS

4.1. Pricing Proposal

US 60 DOWNTOWN EXPRESSWAY GATEWAY PEDESTRIAN IMPROVEMENTS (UPC#111702)

Bid Form

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
1	513SD20-0001	Mobilization	1	LS		
2	515SD20-0004	Flexible Pavement Planing, 0-2"	825	SY		
3	315SD20-0001	Asphalt Surface Mix Type SM-12.5A	75	TON		
4	315SD20-0004	Asphalt Intermediate Mix Type IM-19.0A	75	TON		
5	315SD20-0010	Asphalt Base Mix Type BM-25.0A	225	TON		
6	309SD20-0010	Aggregate Base Material Type 21B	384	TON		
7	315SX20-0011	Sawcut Asphalt Concrete Pavement	1,423	LF		
8	502SD20-0011	Standard Concrete Curb CG-2	950	LF		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
9	502SD20-0012	Radial Concrete Curb CG-2	230	LF		
10	502SD20-0014	Standard Concrete Curb CG-3	145	LF		
11	502SD20-0022	Standard Concrete Curb & Gutter CG-6	185	LF		
12	502SD20-0023	Radial Concrete Curb & Gutter CG-6	55	LF		
13	502SD20-0024	Standard Concrete Curb & Gutter CG-7	420	LF		
14	502SD20-0025	Radial Concrete Curb & Gutter CG-7	20	LF		
15	ATTD	City Standard Concrete Curb	575	LF		
16	504SD20-0002	CG-12 Detectable Warning Surface	34.66667	SY		
17	502SD20-0029	Entrance Apron CG-9D	276	SY		
18	504SD20-0003	Hydraulic Cement Concrete Sidewalk, 4", Including Base Stone	2,865	SY		
19	ATTD	City of Richmond - Brick Sidewalk	439	SY		
20	502SX20-0010	Non-Standard Hydraulic Concrete items	999	LF		
21	502SD20-0053	Concrete Median Strip MS-1	3	SY		
22	502SD20-0058	Planted Median Strip MS-2	485	LF		
23	508SD20-0003	Demolition of Rigid Pavement	452.77778	SY		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
24	508SD20-0004	Demolition of Flexible Pavement	1,713.33333	SY		
25	508SD20-0002	Median Strip MS-1 Removal	215	SY		
26	510SX20-0001	Sidewalk and Entrance Removal	1,543.88889	SY		
27	510SX20-0002	Curb and Gutter Removal	3,005	LF		
28	703SD20-0044	Existing Light Pole Removal	3	EA		
29	302SD20-0027	15" Storm Sewer Pipe	168	LF		
30	302SD20-0311	Drop Inlet DI-3B,L=4'	1	EA		
31	302SD20-0312	Drop Inlet DI-3B,L=6'	3	EA		
32	302SD20-0313	Drop Inlet DI-3B,L=8'	1	EA		
33	302SD20-0314	Drop Inlet DI-3B,L=10'	2	EA		
34	302SD20-0329	Drop Inlet DI-3C,L=6'	1	EA		
35	302SD20-0331	Drop Inlet DI-3C,L=10'	1	EA		
36	302SD20-0332	Drop Inlet DI-3C,L=12'	1	EA		
37	302SD20-0663	Frame & Cover MH-1	5	EA		
38	510SX20-0034	Adjust Existing Manhole	3	EA		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
39	510SD20-0050	Adjust Existing Water Manhole Frame and Cover	4	EA		
40	602SD20-0003	Class B Topsoil	0.01412	ACRE		
41	605SD20-0002	Mulch 2"	55	CY		
42	602SX20-0001	Compost 2"	55	CY		
43	303SX20-0001	Non-Standard Planting Soil	345	CY		
44	605SX20-0020	Shamrock Inkberry Holly	11	EA		
45	605SX20-0020	Otto Luyken	30	EA		
46	605SX20-0010	Hula Dancer Pale Purple Coneflower/Blue Rush/Blazing Star/Black-Eyed Susan/Little Bluestem	1,615	EA		
47	605SX20-0010	Pink Muhly	605	EA		
48	605SX20-0019	Chokecherry/Chinese Pistache/Hightower Willow Oak	15	EA		
49	303SX20-0013	Utilities Test Pit - Paved Area	4	EA		
50	303SX20-0012	Utilities Test Pit - Unpaved Area	4	EA		
51	701SD20-0001	Sign Panel (ground mounted)	215	SF		
52	700SD20-0036	Sign Post STP-1, 2 1/2" 10 Ga.	147	LF		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
53	700SD20-0034	Sign Post STP-1, 2" 14 Ga.	30	LF		
54	700SD20-0039	Concrete Sign Foundation STP-1, Type B	16	EA		
55	700SD20-0041	Concrete Sign Foundation STP-1, Type D	13	EA		
56	700SD20-0071	Concrete Controller Cabinet Foundation CF-1	1	EA		
57	704SD20-0006	Type B Class I Pavement Line Marking 4"	31,458	LF		
58	704SD20-0007	Type B Class I Pavement Line Marking 6"	2,417	LF		
59	704SD20-0008	Type B Class I Pavement Line Marking 8"	489	LF		
60	704SD20-0009	Type B Class I Pavement Line Marking 12"	170	LF		
61	704SD20-0010	Type B Class I Pavement Line Marking 24"	2,376	LF		
62	704SD20-0047	Type B Class I Single Turn Arrow	14	EA		
63	704SD20-0044	Type B Class I Thru Arrow	9	EA		
64	704SD20-0050	Type B Class I Double Turn and Thru Arrow	8	EA		
65	704SD20-0095	Type B Class I Bicycle Thru Arrow	13	EA		
66	704SD20-0101	Type B Class I Helmented Bicyclist	13	EA		
67	704SD20-0104	Type B Class I Shared Lane	2	EA		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
68	701SD20-0001	Sign Panel (for the signal)	124.75	SF		
69	700SX20-0005	Traffic Signal Head Section 12"	28	EA		
70	703SD20-0011	Pedestrian Actuation PA-2	5	EA		
71	700SD20-0060	Pull power cables from ex. spare breaker at 5th St. in ex. conduit to new controller	1	EA		
72	700SD20-0067	12' PF-2 Pedestrian Pole	15	EA		
73	700SD20-0068	Concrete Foundation Signal Pole PF-8	26	CY		
74	700SD20-0069	Concrete Foundation PF-2	27	EA		
75	700SD20-0090	Signal Mast Arm Pole MP-3, Type A	2	EA		
76	700SD20-0099	40' Mast Arm	1	EA		
77	700SX20-0025	Non-Standard 55' Mast Arm	1	EA		
78	703SD20-0015	Video Detection Cable	200	LF		
79	700SD20-0120	14/2 Conductor Cable (Shielded)	1,080	LF		
80	700SD20-0112	14/4 Conductor Cable	4,700	LF		
81	700SD20-0114	14/7 Conductor Cable	1,060	LF		
82	700SD20-0107	8/2 Conductor Cable	100	LF		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
83	700SD20-0143	6 Conductor Cable	2,100	LF		
84	700SD20-0111	Luminaire Conductor Cable	200	LF		
85	510SX20-0040	Existing Cable Removal	3,395	LF		
86	703SD20-0039	Pedestrian - Hanger Assembly SMB-3 - One Way	28	EA		
87	703SD20-0034	Signals - Hanger Assembly SMB-3 - One Way	8	EA		
88	703SX20-0004	Signs - Hanger Assembly SMD-2	20	EA		
89	700SD20-0010	Existing Signal Sign Removal	4	EA		
90	703SD20-0046	Existing Signal Head Removal	5	EA		
91	703SD20-0048	Existing Manhole/Junction Box Removal	1	EA		
92	510SX20-0040	Existing Pedestrian Signal Head Removal	16	EA		
93	703SD20-0044	Existing Pedestrian Pole Removal	7	EA		
94	703SD20-0045	Existing Pedestrian Pole Foundation Removal	7	EA		
95	703SD20-0053	Uninterruptible Power Supply Type 2	1	EA		
96	703SD20-0054	Uninterruptible Power Supply Battery Pack	1	EA		
97	703SD20-0060	Pedestrian Signal Head SP-8	28	EA		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
98	700SD20-0177	Junction Box JB-S1	2	EA		
99	700SD20-0178	Junction Box JB-S2	13	EA		
100	700SD20-0179	Junction Box JB-S3	1	EA		
101	ATTD	NS LUMINAIRE - Streetlight Hand Hole	3	EA		
102	700SD20-0226	LUMINAIRE ARM 20'	2	EA		
103	700SD20-0181	10' Electrical Service Ground Electrode	4	EA		
104	700SD20-0192	3" Bored Conduit	870	LF		
105	700SD20-0194	2" PVC Conduit	460	LF		
106	700SD20-0195	3" PVC Conduit	115	LF		
107	700SD20-0197	Trench Excavation ECI-1	495	LF		
108	700SD20-0199	Test Bore	2	EA		
109	703SD20-0014	Video Detection Camera	1	EA		
110	703SD20-0003	NEMA TS-2 TRAFFIC SIGNAL CABINET\CONTROLLER - GROUND MOUNTED	1	EA		
111	703SD20-0015	Video Detection Cable	400	LF		
112	703SD20-0016	Video Detection System	1	EA		

Line Item	VDOT Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
113	808SD20-0004	Fiber Optic Cable	100	LF		
114	808SD20-0006	Underground Splice Enclosure	1	EA		
115	809SD20-0002	Field Ethernet Switch	1	EA		
116	ATTD	All items included in E&S Plans Phase I & II	1	LS		
117	512SP20-0002	All items included in MOT Plans - All Phases	1	LS		
118	517SD20-0001	Survey by contractor during construction	1	LS		
TOTAL						

4.2. Bidder Questionnaire

*1. CONSENT TO ACCEPT ELECTRONIC SIGNATURES AND USE ELECTRONIC FORMS**

The City of Richmond's Department of Procurement Services has implemented an electronic bidding and contract administration system to allow for faster and more efficient means of processing solicitations, evaluating bids and proposals, and awarding contracts.

This consent form must be included as part of the bidder's proposal to acknowledge and certify the bidder's agreement to the acceptance and use of electronic signatures and the acceptance and use of electronic forms for purposes of this Invitation for Bids and any contract awarded under this Invitation for Bids. A bidder's failure to return this completed form will result in rejection of the bidder's bid. Please complete this form with an original signature, using blue or black ink. Electronic signatures will not be accepted for this form.

With this confirmation, the bidder specifically agrees to receive, obtain, and submit documents and information electronically and with the use of electronic signatures. The bidder hereby agrees that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this proposal on behalf of the bidder.

Bids shall be submitted electronically through the City's e-Procurement Portal, OpenGov, located at <https://procurement.opengov.com/portal/rva>.

☐ Please confirm

*Response required

2. *Virginia Contractor's Registration Number**

Enter **Virginia Contractor's Registration Number**

*Response required

3. *Federal Tax Identification Number**

Enter **Federal Tax Identification Number**

*Response required

4. *Bid Form*

Questions below are acknowledgments for bidder to affirm.

4.1. *Compliance Confirmation**

By submission of this bid the Bidder certifies and affirms compliance with all terms and conditions herein and declares that 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.

☐ Please confirm

*Response required

4.2. *Non-Collusion/Fraud**

Confirm 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.

☐ Please confirm

*Response required

4.3. *Debt Confirmation**

Bidder confirms they are 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.

☐ Please confirm

*Response required

4.4. *Interest of Party**

Bidder confirms 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.

☐ Please confirm

*Response required

4.5. Compliance General Conditions of the Contract*

Bidder confirms they are in compliance with the General Conditions of the Contract section, 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.

☐ Please confirm

*Response required

4.6. Award Confirmation*

Bidder confirms the Contract will be awarded to the lowest responsive, responsible Bidder whose [Base Bid Price or Total Unit Price Base Bid] 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.

☐ Please confirm

*Response required

4.7. Extra Work

The undersigned furthermore agrees to perform, at the request of the Owner, any related extra (or less) work 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 compensation shall be based on the actual, documented cost of labor, materials, and equipment rental directly attributable to said extra (or less) work together with a mutually agreed fixed fee 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 Contractor shall be paid a flat fee of _____ for overhead and profit for that work. Where the work is performed by a subcontractor, the combined overhead and profit for the subcontractor and the Contractor's mark-up shall be a flat fee of _____ for that work.

4.8. Bid Bond*

Please enter your Bid Bond information from Surety2000 below.

*Response required

4.9. Bond Acceptance*

Confirm 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.

☐ Please confirm

*Response required

4.10. No Contract from Submission of Bid*

Bidder agrees that no contract shall result from the submission of the 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.

☐ Please confirm

*Response required

4.11. Liquidated Damages*

The undersigned further agrees to complete the work as bid within 550 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, **\$1,350** 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.

☐ Please confirm

*Response required

4.12. Certified Check or Bid Bond*

Bidder confirms - the submittal to the City concurrently with submission of this Bid is a certified or cashier's check in accordance with the General Conditions made payable to the City of Richmond for not less than five percent (5%) of the bid amount set forth in the Base Bid section of this Bidder Questionnaire 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 the Base Bid section of this Bidder Questionnaire. Should the bidder so elect, said check will be returned to the undersigned upon delivery of a satisfactory bond.

☐ Please confirm

*Response required

4.13. Title 54.1 of the Code of Virginia (1950)*

Bidder certifies that he is properly registered as a licensed contractor under Title 54.1 of the Code of Virginia (1950), as amended.

☐ Please confirm

*Response required

4.14. Base Bid*

For base bid projects, the base bid includes all work necessary and required in accordance with the specifications for the following lump sum price. For unit price contracts, the base bid includes all supervision, labor, material, equipment, and other work necessary and required in accordance with the specifications for the computed price shown on the attached price schedule and entered here.

*Response required

*4.15. What is the number and expiration date of bidder's contractor license?**

*Response required

*4.16. Bidder Furnished Materials**

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.

☐ Please confirm

*Response required

4.17. Required Forms

Please upload all forms required by the solicitation.