CITY OF EMPORIA

July 5, 2016

Cover Sheet
Invitation to Bid
Imprinted Thermoplastic Crosswalk Installation in the Belfield Commercial District

The City of Emporia, Virginia intends to enter into a contract with a qualified contractor for the installation of five (5) imprinted thermoplastic crosswalks in the Belfield Commercial District. The City will accept sealed bids for services until ***4:00 P.M., Wednesday, July 20, 2016;*** the City shall not accept any bids after this date/time for any reason. You must submit your bid in a sealed envelope clearly marked on the outside "*Bid for Crosswalk Installation in the Belfield Commercial District.*"

The required bid bond must be included with your bid.

Bid Bond Requirements:

Bidders shall submit a bid bond equal to 5% of the bid amount with their proposal. Bidders may submit a certified check, cash escrow, personal bond, property bond, or bank letter of credit equal to 5% of the bid amount, in lieu of a bid bond.

Payment and Performance Bond Requirements:

If awarded the contract, the contractor shall submit both a payment bond and a performance bond equal to the sum of the contract amount. The contractor may submit certified checks, cash escrows, personal bonds, property bonds, or bank letters of credit equal to the sum of the contract amount, in lieu of the payment and performance bonds.

If you hand deliver your proposal, then please use the following street address:

City Manager's Office
Municipal Building
201 South Main Street
Emporia, Virginia 23847

If you mail your proposal, then please use the following address:

City Manager's Office
Post Office Box 511
Emporia, Virginia 23847

PO BOX 511, 201 SOUTH MAIN ST., EMPORIA, VA 23847 TELEPHONE: (434) 634 3332 FAX (434) 634 0003
Visit Our Website at: www.ci.emporia.va.us

PROJECT: **Imprinted Thermoplastic Crosswalks in the Belfield Commercial District**
LOCATION: **Belfield Commercial District, City of Emporia**
DATE: **July 5, 2016**

The **City of Emporia** will receive sealed Bids for the above titled Project at the **office of the City Manager**, located at **201 South Main Street**, until **4:00 p.m**. local time on **Wednesday July 20, 2016**, at which time the Bids will be publicly opened and read aloud. Any Bids received after the specified time and date will not be considered.

The Work under this Project consists of installing five (5) imprinted thermoplastic crosswalks in the Belfield District along Baker Street, Halifax Street, and Valley Street. **The crosswalks to be installed shall consist of material, design and pattern similar to the crosswalks installed at the intersection of South Main Street and Spring Street, Emporia, Virginia.**

The Hampton Roads Planning District Commission's *Regional Construction Standards*, *Fifth Edition*, December 2010, are hereby referenced and are part of the Bid Documents, except as may be modified by the Special Provisions of this Project or as may be shown by bold type for additions and strike-throughs for deletions. Copies of the *Regional Construction Standards* may be purchased at the offices of the HRPDC, 723 Woodlake Drive, Chesapeake, VA 23320 (Telephone 757-420-8300) or Executive Tower, Suite 1-C, 2101 Executive Drive, Hampton, VA 23666 (Telephone 757-262-0094). The latest edition of the *Regional Construction Standards* and Publication Updates may be downloaded at the HRPDC website http://www.hrpdcva.gov/Regional_Construction_Stnds/REGCONST_Home.asp

All bids shall specify:

1. price installed per square foot _____

2. total price for an estimated 2,100 square foot installed _____

Bid Security in the amount of **five percent (__5%)** of the Bid shall be submitted with each Bid.

A NON-MANDATORY, PRE-BID CONFERENCE will be held on **Thursday July 14, 2016**, at **3:00 p.m.** Local Time at **City of Emporia Municipal Building, 201 South Main Street, Emporia, VA 23847.**

Contractor registration in accordance with Title 2.2 Chapter 43, Code of Virginia is required. The Bidder shall include in its Bid the following notation: "Licensed Virginia Contractor No. _____."

Withdrawal of Bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The Owner reserves the right to waive minor non-substantive informalities in the Bid, to reject any/or all Bids, to award any Bid in whole or in part and award the Bid considered to be in the best interest of the Owner. The Owner also reserves the right to negotiate with the lowest responsive, responsible Bidder should Bid exceed available funds.

The City of Emporia, VA does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, faith-based organizations, color, national origin, age, disability or any other basis prohibited by state or federal law.

By: Royal Jones (royal.jones@ci.emporia.va.us) (434) 634- 4500 or Dr. Edwin Daley (edaley@ci.emporia.va.us) (434) 634-3332

General Decision Number: VA160137 01/08/2016 VA137

Superseded General Decision Number: VA20150137
State: Virginia
Construction Type: Highway
Counties: Accomack, Amelia, Brunswick, Caroline, Emporia*, Essex, Franklin*, Greensville, King And Queen, King William, Lancaster, Louisa, Lunenburg, Madison, Mecklenburg, Middlesex, Northampton, Northumberland, Nottoway, Orange, Poquoson*, Rappahannock, Richmond, Southampton, Surry, Sussex and Westmoreland Counties in Virginia.
*INDEPENDENT CITIES
HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).
Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
SUVA2013-002	01/01/2012

Rates	Fringes
ASBESTOS WORKER	$ 14.79
CARPENTER (STRUCTURE)	$ 17.00
CEMENT MASON/CONCRETE FINISHER	$ 19.32
ELECTRICIAN	$ 30.45
FORM SETTER	$ 19.43
IRONWORKER, REINFORCING	$ 19.73
IRONWORKER, STRUCTURAL	$ 17.00
LABORER	
Asphalt Raker	$ 16.30
Blaster	$ 17.14
Construction Worker I (Skilled Laborer)	$ 16.91
Construction Worker II (Laborer)	$ 13.09
Deckhand	$ 13.33
Fence Erector	$ 15.33
Flagger	$ 10.22
Grade Checker	$ 15.25
Guardrail Erector	$ 16.47
Landscape Worker	$ 12.29
Pipe Layer	$ 14.00
Power Tool Operator	$ 17.00
MASON (Structure)	$ 20.00
PAINTER	$ 30.00
POWER EQUIPMENT OPERATOR:	

Air Compressor.....$ 8.88
Asphalt Distributor.....$ 17.42
Asphalt Paver.....$ 17.07
Backhoe.....$ 16.45
Boom/Auger Operator.....$ 24.00
Bulldozer, Utility.....$ 11.50
Bulldozer.....$ 14.85
Concrete Finish Machine
Screed (Bridge).....$ 13.28
Concrete Finish Machine.....$ 15.50
Concrete Paving Machine.....$ 21.00
Concrete Pump.....$ 16.00
Concrete Saw.....$ 25.00
Crane, Derrick, Dragline
(1 cm & under).....$ 22.30
Crane, Derrick, Dragline
(over 1 cm).....$ 31.46
Crusher Tender.....$ 13.38
Drill Operator.....$ 24.00
Excavator (Gradall).....$ 18.18
Front End Loader.....$ 16.08
Fuel & Lubricant Service
Truck Driver.....$ 12.60
Hydro Seeder.....$ 16.00
Log Skidder.....$ 10.00
Mechanic.....$ 19.29
Motor Grader (Fine Grade)...$ 19.00
Motor Grader (Rough Grade)..$ 18.50
Oiler/Greaser.....$ 15.50
Pavement Marking Operator...$ 15.39
Pavement Marking Truck
Operator.....$ 17.37
Pavement Planing Groundman..$ 12.36
Pavement Planing Operator...$ 15.87
Pile Driver Operator.....$ 25.00
Pile Driver, Leadsman.....$ 18.22
Plant Operator.....$ 16.07
Roller (Finish).....$ 16.17
Roller (Rough).....$ 14.41
Scraper Pan.....$ 15.25
Shot Blast Machine.....$ 13.22
Shovel Operator (over 2
yds).....$ 11.50
Slip-Form Paver.....$ 14.00
Slurry Seal Paver Machine...$ 18.00
Slurry Seal Paver Truck.....$ 16.82
Stabilizer.....$ 14.75
Stone-Spreader.....$ 19.22
Subgrade Machine.....$ 21.00
Tractor Operator (Crawlers).$ 11.50
Tractor Operator (Utility)..$ 13.92
Trenching Machine.....$ 27.82
Vacuum Machine.....$ 18.43
TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 30.00
TRUCK DRIVER
Transit Mix Truck Driver....$ 12.00
Truck Driver (Multi-Rear

Axle).....$ 16.16
Truck Driver (Single Rear
and Tandem Rear Axle).....$ 15.32
Truck Driver, Heavy Duty
(7 c.y. & under).....$ 14.00
Truck Driver, Heavy Duty
(over 7 c.y.).....$ 15.97
WATERPROOFER.....$ 18.00
WELDER.....$ 19.20

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).
Union Rate Identifiers
A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.
Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing
this classification and rate.
Survey Rate Identifiers
Classifications listed under the "SU" identifier indicate that
no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average
rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all
rates reported in the survey, it may include both union and
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates
the rates are survey rates based on a weighted average
calculation of rates and are not majority rates. LA indicates
the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007
in the example, is an internal number used in producing the
wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.
Survey wage rates are not updated and remain in effect until a new survey is conducted.
Union Average Rate Identifiers
Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.
A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS
1.) Has there been an initial decision in the matter? This can be:
http://www.wdol.gov/wdol/scafiles/davisbacon/VA137.dvb?v=0[5/24/2016 8:56:58 AM]
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.
With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.
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END OF GENERAL DECISION

SPECIFICATIONS

MATERIAL

The City seeks the installation of a durable imprinted aggregate performed thermoplastic pavement marking system that provides a textured, highly attractive and durable topical treatment to the surface of asphalt pavement that replicates, in relief, the grout lines common to brick or other types of unit pavers. The application may also be referred to as 'stamped asphalt.' The City seeks this application as a means of designating decorative pedestrian crosswalks at five (5) locations within the Belfield Commercial District and as part of the Belfield Business District Revitalization Project.

The thermoplastic crosswalks should contain durable and resilient anti-skid elements to promote safe pedestrian usage. The thermoplastic crosswalks must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc. and should meet all applicable VDOT standards, as they apply. The color and pattern of the thermoplastic crosswalks will be determined at a later date.

INSTALLATION LOCATIONS

The City of Emporia seeks certified contractors to install five (5) imprinted thermoplastic crosswalks at the following locations:

1) Across Halifax street from the southwest corner of the intersection with East Atlantic Street to the southeast corner.
2) Across Halifax Street originating from the northwest corner of the intersection with Baker Street.
3) Across Halifax Street originating from the southwest corner of the intersection with Baker Street.
4) Across Baker Street at the intersection with Halifax Street.
5) Across Halifax Street originating from the northeast corner of the intersection with Southampton Street.

CONTRACTOR QUALIFICATIONS

Certification in the installation of imprinted thermoplastic systems is required of responding contractors by the City of Emporia and a copy of the certification should be included with bid submissions.

Federal Contract Inserts

CD - 8.1

General Conditions - Part 1

1. Definitions
2. Engineer's Authority
3. Materials, Services, Workmanship and Facilities
4. Equals
5. Additional Instructions and Detail Drawings
6. Requests for Supplemental Information
7. Shop Drawings
8. Drawings and Specifications
9. Warranty of Title
10. Samples, Certificates and Tests
11. Surveys, Permits, and Codes
12. Patents
13. Superintendence by Contractor
14. Protection of Work, Property and Persons
15. Accident Prevention
16. Sanitary Facilities
17. Use of Premises/Storage
18. Schedules, Reports and Records
19. Inspection
20. Payments to Contractor
21. Payments by Contractor
22. Public Body's Use of Premises
23. Changes in the Work
24. Claims for Extra Cost/Subsurface Conditions
25. Time for Completion and Liquidated Damages
26. Suspension of Work, Termination and Delay
27. Correction of Work
28. Cleanup Requirements
29. Fitting and Coordination of the Work
30. Subcontracting
31. Separate Contracts
32. Lands and Rights-of-Way
33. As Constructed Drawings
34. Final Inspection and Closeout
35. Insurance
36. Assignment of Contract
37. Indemnification
38. Guarantee
39. Notices
40. Access to Records
41. Withholding of Funds
42. Federal Funding Termination
43. Interest of Contractor
44. Political Activity
45. Interest of Officials
46. Provisions Required by Law Deem Inserted
47. Contract Security
48. Contractual Disputes
49. Administrative Appeals Procedure and Arbitration
50. Other Contractual Requirements

General Conditions Part I must be included in CDBG contracts unless another substantially equivalent contract is provided by another state or federal agency which provides funding for the same activity and **equivalency is certified by the Project Engineer**. In such case, Section 40 Access to Records and all reference to Virginia Code provisions must be included.

1. Definitions

A. Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

B. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

C. BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

D. BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

E. BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

F. CHANGE ORDER – A written amendment to the construction contract between the CONTRACTOR and OWNER that changes either the CONTRACT PRICE and/or the CONTRACT TIME. All change orders must be approved by DHCD prior to their execution and must be signed by the ENGINEER/ARCHITECT, OWNER, CONTRACTOR and DHCD.

G. CONTRACT DOCUMENTS - The contract, including Invitation to BID, Instructions for BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

H. CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

I. CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

J. CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

K. DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

L. ENGINEER - The engineer or architect responsible for the design and quality control of the WORK and so designated by the CONTRACT DOCUMENTS; or any other person or firm so designated by the PUBLIC BODY.

M. FIELD ORDER - A written order effecting a change in the WORK but not altering the scope of the project or involving an adjustment in the CONTRACT PRICE or an

extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

N. NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

O. NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date for commencement of the WORK.

P. PROJECT - The undertaking to be performed in the manner as provided in the CONTRACT DOCUMENTS.

Q. PROJECT MANAGER - The authorized representative of the PUBLIC BODY for the PROJECT so named in the CONTRACT DOCUMENTS or any other person so designated by the PUBLIC BODY.

R. PUBLIC BODY - The legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created to perform some governmental duty, and which is empowered by law to undertake the activities described in the CONTRACT DOCUMENTS; and which is designated as such in the Agreement of the CONTRACT DOCUMENTS.

S. SCOPE OF THE PROJECT - The defined geographic area as set forth in the CDBG contract between the GRANTEE and DHCD within which construction improvements are being made that will benefit LMI persons who reside within that area.

T. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

U. SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

V. SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

W. SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

X. SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

Y. WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

Z. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. Engineer's Authority

A. The ENGINEER shall act as the PUBLIC BODY's representative during the construction period in the capacity as detailed in the CONTRACT DOCUMENTS. The ENGINEER shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER shall make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

B. Inspections may be at the factory or fabrication plant of the source of material supply.

C. The ENGINEER shall not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. The ENGINEER shall promptly make decisions relative to the interpretation of the CONTRACT DOCUMENTS, insofar as he has the authority to do so by provisions of the CONTRACT DOCUMENTS in his capacity as representative of the PUBLIC BODY.

3. Materials, Services, Workmanship and Facilities

A. It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

B. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

D. Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

E. The CONTRACTOR shall submit to the ENGINEER for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which is to be installed in the WORK. The CONTRACTOR shall further submit full information as to type, performance characteristics, and all other pertinent information as required concerning such equipment. The CONTRACTOR shall submit to the ENGINEER for approval full information, as required, concerning all other materials or articles which he proposes to incorporate in the WORK.

F. Machinery, mechanical and other equipment, materials and articles installed or used without such prior approval shall be at the risk of subsequent rejection.

G. Materials specified by reference to the number or symbol of a specific standard, such as on A.S.T.M. Standards, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation To Bids, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the SPECIFICATIONS, shall have full force and effect as though printed therein.

H. Unless otherwise specifically provided for in the SPECIFICATIONS, all workmanship, equipment, materials and articles incorporated into the WORK shall be new and the best grade of respective kinds for the purpose.

4. Equals

Whenever a material, article or piece of equipment is identified in the SPECIFICATIONS by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc. it is intended merely to establish a standard; and unless otherwise provided in the Invitation to Bid any material, article, or equipment of other manufacturers and vendors which the ENGINEER determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability of purpose intended, shall be accepted. The purchase or installation of such substituted material or equipment will not be allowed without the ENGINEER'S prior written approval.

5. Additional Instructions and Detail Drawings

A. The CONTRACTOR may be furnished, with additional instructions and detail drawings by the ENGINEER, as necessary to carry out the CONTRACT DOCUMENTS.

B. The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawing and instructions.

6. Requests for Supplemental Information

A. The CONTRACTOR shall request that the ENGINEER provide any additional information not already in his possession in order to execute the WORK. Such requests shall be made in a timely manner as the need appears, and shall be submitted in sufficient advance to allow preparation and appropriate action to be taken so as to avoid delay.

B. Requests which shall be in writing must list the necessary items and the date by which each will be required by the CONTRACTOR. The first such list shall be submitted within two weeks after AWARD of CONTRACT and shall be as complete as possible at that time.

C. The CONTRACTOR shall furnish any assistance and information the ENGINEER may require in responding to these requests.

D. The CONTRACTOR shall be fully responsible for any delays in his work or to others due to his failure to comply with the provisions of this section.

7. Shop Drawings

A. The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS.

B. The approval of a SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

C. The approval of a SHOP DRAWING which the ENGINEER deems to be a minor adjustment of the CONTRACT DOCUMENTS not involving scope change a change in the contract price or extension of time shall be evidenced by written documentation in substance, as follows:

"The modification shown on the attached drawing is approved in the interest of the PUBLIC BODY to effect an improvement for the project and is ordered with the understanding that it does not involve any change in scope, contract price or time; that it is subject generally to all CONTRACT DOCUMENTS and that it is without prejudice to any and all rights of the PUBLIC BODY under the CONTRACT and bond or bonds."

D. When submitted for the ENGINEER'S review, SHOP DRAWINGS shall be the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

E. Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission have been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR on the site and shall be available to the ENGINEER.

8. Drawings and Specifications

A. The intent of the DRAWINGS AND SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and for all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the PUBLIC BODY.

B. In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

C. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

9. Warranty of Title

A. No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the WORK, and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the PUBLIC BODY free from any claims, liens or charges.

B. Neither the CONTRACTOR nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to lien upon any improvement or appurtenance thereon.

C. Nothing in this section, however, shall impair the right of persons furnishing materials or labor to recover under any bond given by the CONTRACTOR or any rights under the law permitting such persons to look to the funds due the CONTRACTOR in the hands of the PUBLIC BODY.

D. The provisions of this section shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the WORK when no formal contract is entered into for such materials.

10. Samples, Certificates and Tests

A. The CONTRACTOR shall submit all materials or equipment samples, certificates, affidavits, etc. as required by the ENGINEER or called for in the CONTRACT DOCUMENTS. No such material or equipment shall be manufactured or delivered at the site except at the CONTRACTOR'S BOND, and except at the CONTRACTOR' S risk until required samples have been approved in writing by the ENGINEER. Any delay in the WORK caused by late or improper submission of samples or certificates for approval shall not be considered just cause for extension of contract time.

B. Each sample submitted by the CONTRACTOR shall carry a label giving the name of the CONTRACTOR, the PROJECT, and the name of the producer. The accompanying certificate or letter from the CONTRACTOR shall state that the sample complies with contract requirements, shall state the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information. It should also include a statement that all materials or equipment furnished for use in the PROJECT shall comply with the samples and/or certified statements.

C. Approval of materials shall be general only and shall not constitute a waiver of the PUBLIC BODY'S right to demand full compliance with the CONTRACT DOCUMENTS. After actual deliveries, the ENGINEER shall have such tests made as he deems necessary and may reject materials, equipment and accessories for cause, even though such materials and equipment have been given general approval. If materials, equipment or accessories which fail check tests have been incorporated into the WORK, the ENGINEER shall have the right to cause their removal, and replacement by proper materials or to secure such preparation by the CONTRACTOR as is equitable.

D. Except as otherwise specifically stated in the CONTRACT DOCUMENTS the costs of sampling and testing will be divided as follows:

(1) The CONTRACTOR shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes.

(2) The CONTRACTOR shall assume all costs of re-testing materials which fail to meet contract requirements.

(3) The CONTRACTOR shall assume all costs of testing materials offered in substitution for those found deficient.

(4) The PUBLIC BODY will pay all other expenses.

E. If the CONTRACT DOCUMENTS, laws, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested or approved by someone other than the CONTRACTOR or ENGINEER, the CONTRACTOR will give the ENGINEER notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

11. Surveys, Permits, and Codes

A. The PUBLIC BODY shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the PUBLIC BODY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slopes, stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cutsheets.

B. The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

C. Permits and licenses of a temporary nature necessary for prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the CONTRACT DOCUMENTS.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the PUBLIC BODY unless otherwise specified.

D. The CONTRACTOR shall give all notices and comply with all applicable laws, ordinances and codes of the appropriate jurisdictions for the WORK as drawn and specified. Before installing any work, the CONTRACTOR shall examine the CONTRACT DOCUMENTS for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the ENGINEER in writing and any necessary changes shall be adjusted as provided for in Section 23, CHANGES IN THE WORK.

Should the CONTRACTOR fail to observe the foregoing provisions and proceed with the WORK or variance with any applicable ordinance or code (Notwithstanding compliance with the CONTRACT DOCUMENTS), the CONTRACTOR shall remove such work without cost to the PUBLIC BODY, and proceed in the manner specified in this section.

E. The CONTRACTOR shall at his own expense secure and pay the appropriate department of the appropriate public authority fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house

connection drains, pavement cuts, buildings, electrical, plumbing, gas and sewer permits required within the jurisdiction.

F. The CONTRACTOR shall comply with applicable laws, and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the PROJECT and commit no trespass on any public or private property in any operation due to or connected with the WORK.

12. Patents

The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights, and save the PUBLIC BODY harmless from loss on account thereof, except that the PUBLIC BODY shall be responsible for any such loss when a particular manufacturer is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

13. Superintendence by Contractor

A. Except where the CONTRACTOR is an individual and provides personal superintendence to the WORK, the CONTRACTOR shall provide a competent superintendent, satisfactory to the ENGINEER and PUBLIC BODY, on the WORK at all times during working hours with full authority to act. The CONTRACTOR shall also provide adequate personnel for the proper coordination and expediting of his work.

B. The CONTRACTOR will he held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK.

C. The CONTRACTOR shall lay out his own work and he shall be responsible for all work executed by him under the CONTRACT. He shall verify all figures and elevations before proceeding with the WORK and will be held responsible for any error resulting from his failure to do so.

14. Protection of Work, Property and Persons

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection: (1) to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby; and, (2) all material and equipment to be incorporated therein, whether in storage on or off the site or adjacent thereof, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement during the course of construction.

B. The CONTRACTOR will comply with applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them.

The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK all necessary safeguards for safety and protection. The CONTRACTOR shall remedy all damage or loss to any property caused directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the PUBLIC BODY, of the ENGINEER or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly in whole or in part, to the fault or negligence of the CONTRACTOR.

C. The CONTRACTOR shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, or in the vicinity of the WORK, which may be affected in any manner by the WORK. The CONTRACTOR shall be responsible for giving any and all required notices to any potentially affected property owner or other affected party prior to commencement of any work.

D. In an emergency affecting the safety of life, limb or property, including adjoining property, the CONTRACTOR, without special instructions or authorization from the PUBLIC BODY, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed by the PUBLIC BODY or the ENGINEER. Any compensation claimed will be determined by the procedure in Section 23, CHANGES IN THE WORK.

15. Accident Prevention

A. No person employed in the performance of this CONTRACT shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety as determined under construction and health standards promulgated by the Secretary of Labor.

B. Machinery, equipment and all site hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. , to the extent that such provisions do not conflict with applicable law.

C. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on this PROJECT.

16. Sanitary Facilities

The CONTRACTOR shall furnish, install and maintain ample sanitary facilities for workers. These facilities shall be sufficient to meet the needs of the PROJECT and be located to the

satisfaction of the PUBLIC BODY. All such facilities and services shall be furnished in strict accordance with applicable health regulations.

17. Use of Premises/Storage

A. The CONTRACTOR shall confine his equipment, storage of materials, and construction operations to PROJECT area as shown in the CONTRACT DOCUMENTS and prescribed by ordinances or permits, or as may be desired by the PUBLIC BODY, and shall not unreasonably encumber the PROJECT area or public rights-of-way with his materials and construction equipment.

B. The CONTRACTOR shall consult with the PUBLIC BODY and the ENGINEER for suitable storage space for bulk materials on each project. If sufficient storage is not available on the PROJECT site the CONTRACTOR shall arrange for storage elsewhere.

C. The CONTRACTOR shall comply with all reasonable instructions of the PUBLIC BODY, the ENGINEER, and all applicable regulations regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

18. Schedules, Reports and Records

A. The CONTRACTOR shall submit to the PUBLIC BODY such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required for the WORK to be performed.

B. Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry out the WORK, including dates at which various parts of the WORK will be started, estimated dates of completion of each part, and as applicable:

(1) The dates at which special detail drawings will be required.

(2) Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturer, testing and the installation of materials, supplies and equipment.

C. The CONTRACTOR shall submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

D. The PUBLIC BODY, the ENGINEER, their authorized representatives, and authorized representatives of participating state and federal agencies shall have at all times access to the WORK, materials, payrolls, records, personnel, invoices of materials or other relevant data and records. The CONTRACTOR shall provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

19. Inspection

A. All materials and workmanship shall be subject to inspection, examination, or test by the PUBLIC BODY and the ENGINEER of any and all items during manufacture or

construction, and at any and all places where such manufacture or construction is carried on. The PUBLIC BODY and ENGINEER shall have the right to reject defective materials and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected.

B. The ENGINEER shall act as the PUBLIC BODY'S representative in carrying out inspection and in assessing the acceptability of all aspects of the WORK in accordance with the CONTRACT DOCUMENTS. The opinions and directives of the ENGINEER concerning the WORK shall be adhered to at all times unless they conflict with the CONTRACT DOCUMENTS or are superseded by the PUBLIC BODY.

C. The CONTRACTOR shall promptly furnish all materials reasonably necessary for any tests which may be required. All tests performed by the ENGINEER will be performed in such a manner as not to delay the WORK unnecessarily and will be made in accordance with the provisions of the CONTRACT DOCUMENTS.

D. The CONTRACTOR shall notify the ENGINEER sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval of the ENGINEER, the CONTRACTOR shall uncover for inspection and re-cover such facilities all at his Ohm expense.

E. Should the PUBLIC BODY consider it necessary at any time prior to final acceptance of the WORK to examine any work already approved and completed, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective due to the fault of the CONTRACTOR or his SUBCONTRACTORS, the CONTRACTOR shall defray the cost of such re-examination and of satisfactory reconstruction.

If such work is found to be acceptable according to the CONTRACT DOCUMENTS, the actual cost of such re-examination in labor and materials, plus 15% of such costs to cover general expenses shall be allowed the CONTRACTOR, and if such re-examination has delayed the WORK to a significant degree he shall be allowed a commensurate time extension.

20. Payments to Contractor

A. Partial Payments

(1) The CONTRACTOR shall prepare his requisition for partial payment as of the last day of the month (unless the payment schedule is tied to milestone, in such case requisition is prepared at appropriate stage of completion) and submit it with the required number of copies to the ENGINEER for his approval. The amount of the payment due the CONTRACTOR shall be determined by adding the total value of the work completed to date to the value of the materials properly stored at the site, and deducting (a) five percent (5%) of the total amount to be retained until final payment, (b) the amount of all previous payments, and, (c) such claims as may be specifically excepted by the CONTRACTOR as provided for in Section 48 hereof. The total value of work completed to date shall be based upon the estimated quantities of work <u>completed</u> and on the unit prices contained in the agreement; <u>mobilization costs</u> shall not be included. The value of the materials

properly stored on site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the ENGINEER.

(2) The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment and submit the partial payment estimate to the PUBLIC BODY, or return the partial payment estimate to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In such case the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The PUBLIC BODY will within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment.

(3) Monthly or partial payments made by the PUBLIC BODY to the CONTRACTOR are moneys advanced for the purpose of assisting the CONTRACTOR to expedite the WORK. The CONTRACTOR shall be responsible for the care and protection of all materials and work upon which such payments have been made until final acceptance of the PROJECT by the PUBLIC BODY. Such payments shall not constitute a waiver of the right of the PUBLIC BODY to require the fulfillment of all terms of the CONTRACT DOCUMENTS and all improvement embraced therein to the satisfaction of the PUBLIC BODY.

B. Final Payment

(1) After final inspection and acceptance by the PUBLIC BODY of all WORK according to the CONTRACT DOCUMENTS, the CONTRACTOR shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work and the applicable unit prices stipulated in the CONTRACT DOCUMENTS. The total amount of the final payment due the CONTRACTOR under this CONTRACT shall be the amount computed as described above less all previous payments. Final payment shall be made subject to the CONTRACTOR furnishing the PUBLIC BODY with a release in satisfactory form of all claims against the PUBLIC BODY arising under and by virtue of the CONTRACT DOCUMENTS, other than such claims as may be specifically excepted by the CONTRACTOR from the operation of the release as provided for under Section 48, CONTRACTUAL DISPUTES.

(2) If a lump sum CONTRACT price is in effect the following wording is operative "The amount of the final payment due the CONTRACTOR shall be the lump sum shown in the CONTRACT DOCUMENTS or this sum as adjusted by approved CHANGE ORDERS.

(3) The PUBLIC BODY, before paying the final payment, may require the CONTRACTOR to furnish releases or receipts from all SUBCONTRACTORS having performed any work and all persons having supplied materials, equipment and services to the CONTRACTOR, if the PUBLIC BODY deems the same necessary in order to protect its interests. The PUBLIC BODY may if it deems

it advisable make payment to the CONTRACTOR in part or in full without requiring the furnishing of such releases or receipts, and any payments so made shall in no way impair the obligations of any surety furnished under the terms of the CONTRACT DOCUMENTS.

(4) Any amount withheld by the PUBLIC BODY as "Liquidated Damages" under the terms of the CONTRACT DOCUMENTS shall be deducted from the final payment due the CONTRACTOR.

(5) Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate to be attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire amount due the CONTRACTOR as described in provisions of this section shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. If the PUBLIC BODY fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment, interest of the maximum legal rate commencing on the first day after said payment is due and continuing until payment is received by the CONTRACTOR.

C. Acceptance of Final Payment

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the PUBLIC BODY of all claims and all liability to the CONTRACTOR other than claims in stated amounts which may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the PUBLIC BODY and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance or Payment BONDS.

21. Payments by Contractor

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

A. For all transportation and utility services not later than the end of the calendar month following that in which the services are rendered.

B. For all materials, tools and other expendable equipment to the extend of ninety percent (90%) of the cost thereof not later than the end of the calendar month following that in which such materials, tools and equipment are delivered at the site of the PROJECT.

C. To each of his SUBCONTRACTORS, not later than the end of the calendar month in which each payment is made to the CONTRACTOR, the representative amount allowed the CONTRACTOR on account of the work performed by his SUBCONTRACTORS, to the extent of each SUBCONTRACTOR'S interest therein.

22. Public Body's Use of Premises

A. Prior to SUBSTANTIAL COMPLETION, the PUBLIC BODY with the concurrence of the ENGINEER and the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

B. The PUBLIC BODY shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the PUBLIC BODY.

23. Changes in The Work

A. The PUBLIC BODY may make changes in the WORK required to be performed by the CONTRACTOR under the CONTRACT DOCUMENTS without releasing the CONTRACTOR from any of his obligations under the CONTRACT DOCUMENTS or any guarantee given by him pursuant to the CONTRACT provisions, and without affecting the validity of the guaranty BONDS, and without relieving or releasing the surety or sureties of said BONDS. All WORK shall be executed under the terms of the original CONTRACT DOCUMENTS unless it is expressly provided otherwise. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER. All change Orders must be approved by the Virginia Department of Housing and Community Development (DHCD) and may not alter the scope of the project. DHCD must receive justification for Change Orders from the grantee.

B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property as specified in Section 14, the CONTRACTOR shall make no change in the WORK as specified in the CONTRACT DOCUMENTS unless in pursuance of a written approved CHANGE ORDER from the PUBLIC BODY authorizing the CONTRACTOR to proceed with the change. No claim for an adjustment of the CONTRACT PRICE or time will be valid unless so ordered.

C. If applicable unit prices are contained in the CONTRACT DOCUMENTS, the PUBLIC BODY may order the CONTRACTOR to proceed with the applicable unit prices specified in the CONTRACT DOCUMENTS; provided that in the case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the CONTRACT DOCUMENTS by more than twenty five percent (25%).

D. If the applicable unit prices are not contained in the CONTRACT DOCUMENTS or if the total net change increases or decreases the total CONTRACT PRICE more than twenty five percent (25%), or $10,000 (whichever is greater) the PUBLIC BODY shall, before ordering the CONTRACTOR to proceed with the desired changes, request from him an itemized proposal covering the WORK involved in the change after which the procedure shall be as follows:

(1) If the proposal is acceptable the PUBLIC BODY will prepare the CHANGE ORDER in accordance therewith for acceptance by the CONTRACTOR.

(2) If the proposal is not acceptable, the PUBLIC BODY shall order the WORK change to be commenced and the CONTRACTOR and PUBLIC BODY shall follow the procedure detailed in Section 48, Contractual Disputes.

E. Each CHANGE ORDER shall include in its final form:

(1) a detailed description of the change in the WORK

(2) The CONTRACTOR'S proposal (if any) or a confirmed copy thereof

(3) A definite statement as to the resulting change in the CONTRACT PRICE or TIME

(4) The statement that all WORK involved in the change shall be performed in accordance with the CONTRACT DOCUMENTS except as modified by the CHANGE ORDER.

F. The procedures as outlined in this section for a unit price CONTRACT also apply in the case of a lump sum CONTRACT.

G. The ENGINEER also, may at any time, by issuing a FIELD ORDER make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of such ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instructions from the PUBLIC BODY.

H. All change orders must be approved in writing and in advance of any associated work performance by DHCD. Any change order, regardless of the cost, which results in a change in project scope will be disallowed.

24. Claims for Extra Cost/Subsurface Conditions

A. Should the CONTRACTOR claim that any instructions by DRAWINGS or otherwise entitles him to a change in CONTRACT PRICE or TIME he shall follow the procedures in SECTION 23.

B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed,

clearly showing that errors exist which result in handling more material, or performing more work, than could be reasonably estimated from the CONTRACT DOCUMENTS.

C. Any discrepancies which may be discovered between the actual conditions and those represented by the CONTRACT DOCUMENTS shall at once be reported to the PUBLIC BODY and work shall not proceed except at the CONTRACTOR' S risk until written instructions have been issued by the PUBLIC BODY.

D. The PUBLIC BODY shall promptly investigate the conditions, and if it is found that such conditions do so materially differ from those upon which the CONTRACT DOCUMENTS are based, and cause an increase or decrease in the cost of, or time required for, performance of the WORK an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER.

Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless required WRITTEN NOTICE has been given; provided that the PUBLIC BODY may, if it determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

25. Time for Completion and Liquidated Damages

A. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on the date specified in the NOTICE TO PROCEED.

B. The CONTRACTOR will proceed with the WORK at such rate of PROGRESS to insure full completion within the CONTRACT TIME. It is expressly understood and agreed by and between the CONTRACTOR and the PUBLIC BODY that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

C. Liquidated Damages for Delays

If the WORK is not completed within the time stipulated in the CONTRACT DOCUMENTS including any extensions of time for excusable delays as herein provided, the CONTRACTOR shall pay to the PUBLIC BODY as fixed, agreed and liquidated damages for each calendar day of delay, until the WORK is completed, the amount set forth in the CONTRACT DOCUMENTS hereof and the CONTRACTOR and his sureties shall be liable to the PUBLIC BODY for the amount thereof. These fixed, agreed and liquidated damages are being set for delay because fixing actual damages for delay is impractical and extremely difficult.

The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the PUBLIC BODY and the ENGINEER:

(1) To any preference, priority or allocation order duly issued by the PUBLIC BODY.

(2) To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the PUBLIC BODY, acts of another CONTRACTOR in the performance of a contract with the PUBLIC BODY, fires, floods, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

(3) To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs C.(1) and C.(2) of this Section.

The aforementioned exemptions from payment of liquidated damages shall apply only if the CONTRACTOR promptly notifies the PUBLIC BODY within ten (10) days with WRITTEN NOTICE documenting the cause of such delay.

Upon receipt of such NOTICE the PUBLIC BODY shall ascertain the facts and the cause and the extent of such delay. If upon the basis of the facts and the terms of the CONTRACT DOCUMENTS, the delay is properly excusable, the PUBLIC BODY shall extend the CONTRACT TIME for completion of the WORK for a period commensurate with the period of excusable delay.

26. Suspension of Work, Termination And Delay

A. The PUBLIC BODY may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which the WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

B. If the CONTRACTOR is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if the CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK, or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the PUBLIC BODY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate services of the CONTRACTOR and

take possession of the PROJECT and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method the PUBLIC BODY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the PUBLIC BODY. Such costs incurred by the PUBLIC BODY will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

C. Where the CONTRACTOR'S services have been so terminated by the PUBLIC BODY, said termination shall not affect any right of the PUBLIC BODY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the PUBLIC BODY due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

D. After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the PUBLIC BODY may, without cause or prejudice to any other right or remedy, elect to abandon the PROJECT and to terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

E. It through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the PUBLIC BODY or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the PUBLIC BODY fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded through the legally recognized disputed claim procedure within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the PUBLIC BODY terminate the CONTRACT and recover from the PUBLIC BODY payment for all WORK executed and expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the PUBLIC BODY has failed to make any payment as foresaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the PUBLIC BODY and ENGINEER stop the WORK until all amounts then due are paid, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both, to compensate for the costs and delays attributable to the stoppage of the WORK.

F. If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of the PUBLIC BODY or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the

CONTRACTOR for the Costs and delays necessarily caused by the failure of the PUBLIC BODY or ENGINEER.

27. Correction of Work

A. The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the PUBLIC BODY and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

B. All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the PUBLIC BODY may remove such WORK and store the materials at the expense of the CONTRACTOR.

C. If the PUBLIC BODY deems if not expedient to require the CONTRACTOR to correct WORK not done in accordance with the CONTRACT DOCUMENTS, an agreement may be made between the PUBLIC BODY and the CONTRACTOR for a change in CONTRACT PRICE with an equitable deduction in lieu of replacement and removal.

28. Cleanup Requirements

A. The construction premises, job sites and any property leased for storage of equipment or materials shall be maintained by the CONTRACTOR in reasonably neat and orderly condition, free from accumulation of waste material and rubbish during the entire construction period. All crates, cartons and other flammable and trash shall be removed from work areas at the end of each working day. Trash burning on the site shall be prohibited unless done in accordance with local ordinance.

B. The CONTRACTOR shall remove all rubbish and debris from WORK with reasonable promptness. Rubbish and debris shall not be permitted to accumulate in excessive amounts that will become hazardous underfoot and to vehicular traffic.

C. Upon completion of the WORK, the CONTRACTOR shall remove all temporary construction facilities, including buildings, fences, scaffolding, unused materials; and rubbish of any kind. Buildings, job site and adjacent property shall be left in a neat and clean condition acceptable to the PUBLIC BODY.

29. Fitting and Coordination of the Work

The CONTRACTOR shall be responsible for the proper fitting of all WORK and for the coordination of the operation of all trades, SUBCONTRACTORS, or material supplies engaged in the WORK. The CONTRACTOR shall guarantee to each of his SUBCONTRACTORS the locations and measurements which they may require for the fitting of their work to all surrounding work.

30. Subcontracting

A. The CONTRACTOR may utilize specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

B. The CONTRACTOR shall not contract with any proposed SUBCONTRACTOR without the prior written approval of the PUBLIC BODY. Prior to the award of each SUBCONTRACT, the CONTRACTOR shall notify the PUBLIC BODY and the ENGINEER in writing of the name and trade of each SUBCONTRACTOR proposed, and furnish such written information as the PUBLIC BODY and the ENGINEER may require concerning the proposed SUBCONTRACTOR. Any objection the PUBLIC BODY may have concerning the proposed SUBCONTRACT shall be expressed in writing within seven (7) days after receipt by the PUBLIC BODY of the CONTRACTOR'S proposal of a SUBCONTRACT.

C. The PUBLIC BODY may, without claim for extra cost by the CONTRACTOR, disapprove of any SUBCONTRACTOR based upon its own determination, or because of the fact that the proposed SUBCONTRACTOR is listed as ineligible to receive award of CONTRACTS for federally funded jobs due to being listed as debarred by the U. S. Department of Housing and Urban Development, the U. S. Department of Labor, or the Commonwealth of Virginia.

D. The CONTRACTOR shall be as fully responsible for the acts and omissions of its SUBCONTRACTORS, and for persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by the CONTRACTOR.

E. The CONTRACTOR shall cause appropriate provisions to be inserted in all SUBCONTRACTS relative to the WORK to bind SUBCONTRACTORS to applicable provisions of the CONTRACT DOCUMENTS.

F. There shall be nothing contained in the CONTRACT DOCUMENTS that shall create any contractual relation between any SUBCONTRACTOR and the PUBLIC BODY.

31. Separate Contracts

A. The PUBLIC BODY reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends on the work of any other contractors, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defect in such work that render it unsuitable for such proper execution and results.

B. The PUBLIC BODY may perform additional work related to this PROJECT or the PUBLIC BODY may let other contracts containing provisions similar to these. The CONTRACTOR shall afford the other contractors who are parties to such contracts (or the PUBLIC BODY if the PUBLIC BODY is performing the additional work) reasonable opportunity for the introduction and storage of equipment and materials and the execution of work, and shall properly connect and coordinate the WORK with theirs.

C. If the performance of additional work by other contractors or the PUBLIC BODY is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the PUBLIC BODY entitles him to an extension of CONTRACT TIME, the CONTRACTOR may make a claim thereof for a CHANGE ORDER.

32. Lands and Rights-Of-Way

A. Prior to issuance of NOTICE TO PROCEED the PUBLIC BODY shall obtain all land and rights-of-way necessary for carrying out and for completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

B. The PUBLIC BODY shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

33. As Constructed Drawings

The CONTRACTOR shall provide the ENGINEER with accurate information to be used in the preparation of permanent As Constructed Drawings. For this purpose, the CONTRACTOR shall record on one set of CONTRACT DRAWINGS all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks etc.

34. Final Completion Inspection and Closeout

A. When the WORK as described in the CONTRACT DOCUMENTS is substantially completed, the CONTRACTOR shall notify the ENGINEER and PUBLIC BODY by WRITTEN NOTICE that the WORK will be ready for final inspection on a definite date specified in such NOTICE. The WRITTEN NOTICE shall be given at least ten (10) days prior to the date state for final inspection. If the PUBLIC BODY determines that the status of the WORK is as represented, it will make arrangements necessary to conduct final inspection on the date stated in the NOTICE, or as soon thereafter as is practicable. The inspection party will include the ENGINEER and such representatives of the PUBLIC BODY as deemed appropriate.

B. After the ENGINEER and the PUBLIC BODY have been satisfied that the CONTRACTOR has performed satisfactorily in accordance with the CONTRACT DOCUMENTS, the ENGINEER will certify that the CONTRACTOR is eligible for final payment by the PUBLIC BODY.

C. The CONTRACTOR is required to execute a Release of Liens, Payment in Full to Subcontractors and Material Suppliers Certification, Warranty of Materials and Workmanship and all other appropriate documents that are essential to close out of the PROJECT as requested by the PUBLIC BODY.

D. The PUBLIC BODY'S attorney will review the CONTRACTOR'S close out documents prior to acceptance by the PUBLIC BODY. If the PUBLIC BODY and its attorney are satisfied that the PUBLIC BODY is released from all liens, claims or other charges connected with the WORK, the PUBLIC BODY will make payment to the CONTRACTOR.

35. Insurance

A. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (b) by any other person; and

(5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

B. Certificates of Insurance acceptable to the PUBLIC BODY shall be filed with the PUBLIC BODY prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the PUBLIC BODY.

C. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as herein- after specified:

(1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by anyone person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any accident.

(2) The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the PUBLIC BODY, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

D. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of State law, Workman's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site for the PROJECT is not protected under Workmen's Compensation statue, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

E. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the PUBLIC BODY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the PUBLIC

BODY. The policy shall name as the insured the CONTRACTOR, and the PUBLIC BODY.

36. Assignment of Contract

A. The CONTRACTOR' S obligations and duties under this CONTRACT shall not be assigned in whole or in part by the CONTRACTOR without the prior written approval of the PUBLIC BODY. This shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution, provided however that such assignment does not encumber or in any way lay claim to materials, equipment or machinery to be incorporated into the WORK or otherwise to be vested in the PUBLIC BODY by terms of the CONTRACT DOCUMENTS. This provision shall not preclude the CONTRACTOR from subletting as provided in the CONTRACT DOCUMENTS, parts of the WORK.

B. This CONTRACT may be assigned by the PUBLIC BODY to any corporation, agency, or instrumentally authorized to accept such assignment.

37. Indemnification

A. The CONTRACTOR will indemnify and hold harmless the PUBLIC BODY and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the WORK, provided that such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use there- from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

B. In any and all claims against the PUBLIC BODY or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, of benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or any other employee benefit acts.

C. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents, or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

38. Guarantee

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of substantial inspection. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of final inspection of the facility that the facility is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damages of other parts of the system resulting from such defects. The PUBLIC BODY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other WORK that may be made necessary by such defects, the PUBLIC BODY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

39. Notices

A. All NOTICES, demands, requests, instructions, approvals, proposals, and claims must be made in writing.

B. Any NOTICE to or demand upon the CONTRACTOR shall be sufficiently given if delivered at the office of the CONTRACTOR stated on the signature page of the CONTRACT DOCUMENTS (or at such other office as he may from time to time designate in writing to the PUBLIC BODY, or deposited in the United States Mail in a sealed, postage paid envelope, or if delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office).

C. All NOTICES required to be delivered to the PUBLIC BODY shall, unless otherwise specified in writing to the CONTRACTOR, be delivered to the designated representative and any NOTICE to or demand upon the PUBLIC BODY shall be sufficiently given if so delivered in writing, or deposited in the United States Mail in a sealed, postage paid envelope, or delivered with charges prepaid to any telegraph company for transmission to said designated representative at such address, or to such other address as the PUBLIC BODY may subsequently specify in writing to the CONTRACTOR for such purposes.

D. Any such WRITTEN NOTICE shall be deemed to have been given as of the time of actual delivery, or in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams at the time of actual receipt, as the case may be.

40. Access to Records

The PUBLIC BODY, the Inspector General of the United States, U. S. Department of Housing and Urban Development, U. S. Department of Labor, the General Accounting Office, and DHCD shall be permitted by the CONTRACTOR to have full access to, and right to examine any pertinent books, documents, papers and records of the

CONTRACTOR involving transactions related to this CONTRACT, during the period of this PROJECT and for five (5) years from the date of final payment or until all findings have been resolved to the satisfaction of the Commonwealth of Virginia. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR agrees to maintain all books, documents, papers and records required under this CONTRACT for a period of not less than five (5) years from the date of final payment or until all findings have been resolved to the satisfaction of the Commonwealth of Virginia.

41. Withholding Of Funds

Not withstanding the provisions of Section 20 herein, the following shall apply:

1. The PUBLIC BODY may withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy any liability of the CONTRACTOR or any SUBCONTRACTOR for liquidated damages under the CONTRACT Work Hours and Safety Standards Act - Overtime Compensation.

2. If the CONTRACTOR or any SUBCONTRACTOR fails to pay any laborer, mechanic, apprentice, trainee, watchman or guard employed on the WORK all or part of the wages required by the CONTRACT DOCUMENTS, the PUBLIC BODY may, upon WRITTEN NOTICE to the CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

42. Federal Funding Termination

In the event that federal funding is terminated or otherwise unavailable for the purpose of compensating the CONTRACTOR, the CONTRACT is null and void, releasing the CONTRACTOR from further obligations contained therein.

43. Interest of Contractor

The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the CONTRACTOR'S services hereunder. The CONTRACTOR further covenants that in the performance of this CONTRACT no person having any such interest shall be employed.

44. Political Activity

No portion of CONTRACT funds shall be directly used for any political activity or to further the election or defeat of any candidate for public office.

45. Interest of Officials

A. No member of or delegate to the Congress of the United States, shall be admitted to any share or part of this CONTRACT or to any benefit to arise there from; but this provision shall not be construed to extend to this CONTRACT if made with a corporation for its general benefit.

B. No employee, officer or agent of the PUBLIC BODY shall participate in selection, or in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his partner; or an organization which employs or is about to employ any of the preceding persons has a financial or other interest in the CONTRACTOR or this CONTRACT.

46. Provisions Required By Law Deem Inserted

Each and every provision of law and clause required by law to be inserted in this CONTRACT shall be deemed to be inserted herein and the CONTRACT shall be read and enforced as though it were included herein.

47. Contract Security

Requirements: Section 11-58 of the Virginia Public Procurement Act requires performance and payment bonds in the amount of the contract for construction contracts exceeding $100,000 awarded to any prime contractor. State law does not preclude public bodies from requiring such bonds for construction contracts below $100,000. Section 11-58 also allows the contractor to require of each subcontractor a payment bond (but not a performance bond). HUD regulations at 24 CFR Part 85 requires performance and payment bonds for 100 percent of the contract price for contracts exceeding $100,000 and such bonds must be obtained from companies listed in the U.S. Treasury Circular 570.

NOTE: The public body must use the sample wording or develop its own wording consistent with the requirements.

Sample

A. Simultaneous with the delivery of the executed CONTRACT, the CONTRACTOR shall furnish to the PUBLIC BODY the following BONDS payable to the PUBLIC BODY:

1. A performance BOND in the sum of the CONTRACT amount conditioned upon the faithful performance of the CONTRACT in strict conformity with the CONTRACT DOCUMENTS.

2. A payment BOND in the sum of the CONTRACT amount. Such BOND shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the CONTRACTOR, or to any of his SUBCONTRACTORS, in the prosecution of the WORK, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of

the WORK. "Labor or materials" shall include public utility services and reasonable rental of equipment, but only for periods when the equipment rented is actually used at the site.

B. Each of the BONDS shall be executed by one or more surety companies authorized to do business in Virginia. When the CONTRACT amount exceeds $100,000, such company shall also be listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

C. In lieu of a payment or performance BOND, the CONTRACTOR may furnish a certified check or cash escrow in the face amount required by the BOND.

48. Contractual Disputes

Requirements: Section 11-69 of the Virginia Public Procurement Act requires public bodies to include in their contracts (or by reference) a procedure for consideration of contractual claims. Such procedure must establish a time limit for a final decision in writing by the public body. Section 11-69 does not apply to incorporated towns having a population of less than 3,500. However, OMB Part 85 provides that "The grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims." As a minimum, ALL PUBLIC BODIES MUST ESTABLISH a procedure for consideration of contractual claims including a time limit for a final decision. TWO EXCEPTIONS MUST BE PROVIDED for in a general contractual disputes clause. These exceptions concern disputes arising out of the labor standards provisions of the contract and disputes relative to a contractor's compliance with the affirmative action clauses.

Sample

A. Contractual claims whether for money or other relief, except disputes arising out of the Labor Standards Provisions of this CONTRACT and disputes relative to the CONTRACTOR' S compliance with the affirmative action clauses shall be submitted in writing no later than sixty (60) days after final payment, however, WRITTEN NOTICE of the CONTRACTOR'S intention to file such a claim must be given at the time of the occurrence or prior to beginning of that part of the WORK upon which the claim is based. Such WRITTEN NOTICE of the CONTRACTOR'S intention to file a claim need not detail the amount of the claim, but shall state the facts or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Upon the filing of such WRITTEN NOTICE the CONTRACTOR shall proceed with the WORK as directed.

B. The PUBLIC BODY, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within days of final payment. Each such decision rendered by the PUBLIC BODY shall be forwarded to the CONTRACTOR by WRITTEN NOTICE.

C. If the CONTRACTOR disagrees with the decision of the PUBLIC BODY concerning any pending claim he shall promptly notify the PUBLIC BODY by WRITTEN NOTICE that he is proceeding with the WORK under protest. Any claim not resolved, whether by failure of the CONTRACTOR to accept the decision of the PUBLIC BODY or under a WRITTEN NOTICE of CONTRACTOR'S intention to file a claim or a detailed claim not acted upon by the PUBLIC BODY, shall be specifically exempt by the CONTRACTOR from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

D. The decision on contractual claims by the PUBLIC BODY shall be final and conclusive unless the CONTRACTOR appeals within six months of the date of the final decision on the claim by the PUBLIC BODY by invoking the administrative appeals procedure, if available, or by instituting legal action in the appropriate circuit court.

49. Administrative Appeals Procedure and Arbitration

Requirements: Under Section 11-71 of the Virginia Public Procurement Act, a public body may establish an administrative appeals procedure for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of bids, appeals from disqualifications and determinations of nonresponsibility, and appeals from decisions on disputes arising during the performance of a contract. And such administrative procedure shall provide for a hearing before a disinterested person or panel.

The sample administrative appeals procedure is optional.

Sample:

A. Not later than six months from the date of the decision of the PUBLIC BODY, the CONTRACTOR may invoke the Administrative Appeals Procedure, by filing with the PUBLIC BODY a WRITTEN NOTICE of an intention to arbitrate, which NOTICE shall contain a statement setting forth the nature of the dispute, the amount involved, and the remedy sought. The CONTRACTOR shall file two copies of said NOTICE with any Regional Office of the American Arbitration Association (AAA), together with two copies of the arbitration provisions of this CONTRACT and the appropriate filing fee as provided for in the administrative fee schedule of the AAA in effect at the time of filing. Such dispute shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

B. The award shall be final and conclusive and shall not be set aside unless the findings of fact contained therein are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith.

C. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner. Any party to the Administrative Appeals Procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of the receipt of the written decision.

D. Judgment upon the award may be entered in any court having jurisdiction thereof.

E. Should the Administrative Appeals Procedure be invoked prior to completion of the WORK, the CONTRACTOR shall carry on the WORK and maintain the progress schedule unless otherwise agreed to by the CONTRACTOR and the PUBLIC BODY in writing.

49. Other Contractual Requirements

RETAINAGE: Section 11-56 of the Virginia Public Procurement Act provides, "In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with not more than five percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment... Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations."

There are no federal requirements addressing the retainage issues.

NOTE: The maximum five percent retainage allowable is incorporated in Section 20 of General Conditions - Part I.

EQUALS: Both 24 CFR Part 85 and Section 11-49 of the Virginia Public Procurement Act require that in contracts the use of a certain brand, make or manufacture does not restrict the procurement to a specific brand, make or manufacturer. This requirement is found in Section 4 of General Conditions - Part I.

RECORDS RETENTION AND ACCESS TO: The federal requirements concerning retention of records and access to records and incorporated in Section 40 of General Conditions - Part I.

CONTRACT TERMINATION: The 24 CFR Part 85, Attachment 0, requirements concerning contract termination are incorporated in the language found in Section 26 of General Conditions - Part I.

General Conditions - Part II

(TO BE INSERTED VERBATIM IN ALL CDBG CONSTRUCTION CONTRACTS; Except Subpart A, Federal Labor Standards Provisions; and Subpart B, Contract Work hours and Safety Standards Act, do not apply to rehabilitation of residential property, including bathroom additions, for use by less than eight families)

Subpart A: Federal Labor Standards Provisions

29 CFR 5.5 (a) - APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. These provisions are applicable to all construction contracts in excess of $2,000.

1. Minimum Wages

a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph l(d) of this subpart; also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits of the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any classification and wage rates conformed under paragraph l(b) of this subpart) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (A) The Virginia Department of Housing and Community Development (DHCD) and the Public Body shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. DHCD and the U.S. Department of Labor shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and DHCD agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by DHCD to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, in Washington D. C. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise DHCD, or will notify DHCD within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), DHCD shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise DHCD or will notify DHCD within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 1 (b) (B) or (C) of this subpart, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payment to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

DHCD, or the Public Body, shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, DHCD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the designated Public Body. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i). This information may be submitted in any form desired. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3(b) (B) of this subpart.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraphs 3(a) of this subpart available for inspection, copying, or transcription by authorized representatives of the Public Body, DHCD or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage rate determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determined that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Employment and Training Administration, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received

prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontract the clauses contained in 29 CFR 5.5(a) (1) through (12) and such other clauses as the Department of Housing and Community Development may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

12. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract not specifically addressed in the above paragraphs which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Public Body to the Virginia Department of Housing and Community Development, to the Secretary of Labor, United States Department of

Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

Subpart B: Contract Work Hours And Safety Standards Act

(Applicable to all construction contracts. As used in this "Subpart" the terms "laborers" and "mechanics" include watchman and guards.)

1. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) of this subpart, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subpart, in the sum of $10 for each calendar day or which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subpart.

3. Withholding For Unpaid Wages and Liquidated Damages

The Public Body or DHCD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subpart.

4. Subcontract

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this subpart and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subpart.

In addition to the clauses contained in Subpart B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statues cites in 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under Subpart B shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representative of the Public Body, DHCD and/or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Subpart C: Equal Employment Opportunity

1. Executive Order 11246, As Amended. (Applicable to all contracts and subcontracts exceeding $10,000.)

a. During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(iii) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 1 1246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended). (Applicable to all contracts and subcontracts exceeding $10,000.)

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation in each trade	Goals for female participation in each trade
	(Insert goals for (each year.)	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order 11246, as amended, and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the boundaries of the County of _____, Virginia, in which the project area is located.

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246). (Applicable to all contracts and subcontracts exceeding $10,000.)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

- Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g (1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the

Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract, shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to Community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g(2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. ; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the

Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations [g(1) through (16)].

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(1) through (16) of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

i. A single goal for minorities and a separate rate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in a violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, whether age is greater than 62 years, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents e.g.; those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

Subpart D: Title VI of the Civil Rights Act Of 1964, As Amended

No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Subpart E: Section 109 Of The Housing And Community Development Act Of 1974, As Amended

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the *Age Discrimination Act of 1975* or with respect to an otherwise qualified handicapped individual as provided in *Section 504 of the Rehabilitation Act of 1973* shall also apply to any such program or activity.

Subpart F: Section 3 Of The Housing And Urban Development Act Of 1968

(Applicable to all contracts/subcontracts in excess of $100,000)

1. The Section 3 covered Project Area for this PROJECT is designated as the boundaries of the County of ***Charlotte***, Virginia, in which the project area is located.

2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very

low-income persons, particularly persons who are recipients of HUD assistance for housing.

3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

4. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

5. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR part 135.

7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Subpart G: Opportunities For Minority And Female-Owned Businesses

The work covered by this CONTRACT is subject to the provisions of OMB Part 85, Attachment 0 which requires that minority and female-owned businesses be solicited whenever they are sources of supplies, equipment, construction and services on federally funded projects.

1. In procuring supplies, equipment, construction and services, the CONTRACTOR and all SUBCONTRACTORS will contact those appropriate minority and female-owned firms

provided by the PUBLIC BODY on its solicitation list and provide such firms reasonable opportunities to compete for procurement contracts.

2. The CONTRACTOR shall keep a complete and accurate record of all procurement of greater than ten thousand dollars ($10,000) made in the execution of the PROJECT. Such record shall be on a form provided by the PUBLIC BODY and shall be submitted to the PUBLIC BODY no less than every thirty (30) days.

Subpart H: Compliance With Air And Water Acts

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

In compliance with Section 306 of the Clean Air Act, as amended, (42 USC 1857(h)), Section 508 of the Clean Water Act, as amended, (33 USC 1368), Executive Order 11738, and the regulations (40 CFR, Part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. He will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.

3. He will promptly notify the PUBLIC BODY of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. He will include or cause to be included the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

Subpart I: Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Act, Public Law 91-695, 84 Stat. 2078, as amended by Public Law 93-151 and Public Law 94-317 (42 U.S.C. 4801).

1. The CONTRACTOR and SUBCONTRACTORS shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.

2. The PUBLIC BODY shall be responsible for inspections and certifications required under Section 35.24.

Subpart J: Immigration Reform And Control Act Of 1986

The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Subpart K: Disclosure

All contractors and subcontractors shall complete a disclosure statement at the time of contract execution that discloses those persons who have an interest in the contract proceeds. Attach form follows this page.

Subpart L: Access To Records And Construction Site

The PUBLIC BODY, the Inspector General of the United States, United States Department of Housing and Urban Development, United States Department of Labor, the General Accounting Office, and the Virginia Department of Housing and Community Development shall be permitted by the CONTRACTOR to have full access to, and right to examine any pertinent books, documents, papers and records and construction site of the CONTRACTOR involving transactions related to this CONTRACT, during the period of this PROJECT and for three (3) years from the date of final payment or until all findings have been resolved to the satisfaction of the Commonwealth of Virginia.

VIRGINIA COMMUNITY IMPROVEMENT GRANT

COMMUNITY IMPROVEMENT GRANT DISCLOSURE REPORT

(Completed by all Developers, Contractors, Subcontractors or Consultants)

1. Local Government Name City of Emporia , Virginia

2. CIG Contract # 13-21

3. Project Name Belfield Business District Revitalization Project

3. Name of Firm _____

President _____

Address _____

Telephone _____

FIN or SS# _____

Type of Contract (check applicable description)

Construction Prime ☐ *Construction Sub ☐

Design ☐ Other Specify ☐

Description of work or service provided:

_____

5. Date this Report _____ and ___ # of pages.

6. Revision to Report Date _____ and ___ # pages.

**Note*: Housing Rehabilitation subcontractors are not required to be listed or to complete this Report.

Interested Parties	If Firm is an entity, identify each officer, director, principal stockholder and other persons who will have a $50,000 or 10% interest, whichever is lower.		
Name (Last, First, Initial).	**SS#**	**Type Participation**	**$ and %**

If there are no persons with a reportable financial interest, you must also certify that this is true.

I hereby certify this information is true.

(Signature) _____ Date _____

Title _____

Certification

Warning: If you knowingly make a false statement on this form you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information including intentional non-disclosure is subject to a civil money penalty not to exceed $10,000 for each violation.

Note: Please copy this page and attach additional pages as needed. Please indicate # of pages and date on cover.

TO GRANTEE:

Note: Insert the Wage Decision(s) here.