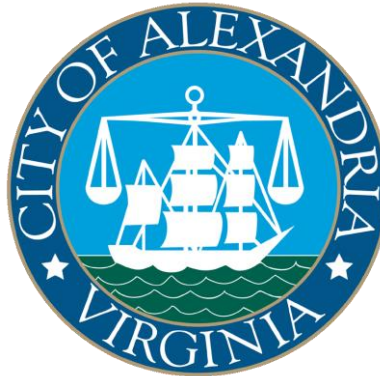


CITY OF ALEXANDRIA, VIRGINIA

**INVITATION TO BID (ITB) NUMBER 00000661
FOR
RESTORATIONS AND RENOVATIONS
TO THE
AFRICAN-AMERICAN HERITAGE PARK**

Issue Date: April 6, 2017



**A non-mandatory site visit will be held on April 12, 2017, commencing promptly at 10 a.m. prevailing local time and held at:
African-American Heritage Park
500 Holland Lane
Alexandria, Virginia 22314**

The site visit guide will be David Ghezzi and all interested parties shall meet at the gazebo located at the above address, corner of Jamison Avenue and Holland Lane

**Bid Opening Date, Time, and Address:
May 8, 2017, 3p.m. prevailing local time
Purchasing Division Conference Room
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314**

**Issued by: Michael F. Hauer, CPPO, CPPB
Deputy Purchasing Agent**

CITY of ALEXANDRIA, VA (“CITY”)

SOLICITATION, OFFER AND AWARD				1. Restoration and Renovation to the African-American Heritage Park		PAGE 1	OF PAGE 64
2. CONTRACT NO. TBD		3. SOLICITATION NO. ITB 00000661	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (ITB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED April 6, 2017		6. PROCUREMENT REQUEST NO. 9018
7. ISSUED BY Purchasing Division 100 North Pitt Street, Suite 301 Alexandria, VA 22314				8. ADDRESS OFFER TO (If other than item 7) Via City’s eProcure System at: http://eprocure.alexandriava.gov/bs/ If hand carried or couriered to the address listed in BLOCK 7			
Issued pursuant to City Code Title 3, Chapter 3 and Virginia Code Title 2.2, Chapter 43							
SOLICITATION							
9. Sealed bids/proposals in original and 1 copy for furnishing the goods or services in the Schedule will be received at the place specified in item 8, until: 3 p.m., local time <u>May 8, 2017.</u> In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith based organizations in the performance of its purchasing activity.							
10. FOR INFORMATION CONTACT:		A. NAME Michael F. Hauer, CPPO, CPPB michael.hauer@alexandriava.gov			B. TELEPHONE NO. (Including area code) (NO COLLECT CALLS) 703-746-4295		
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A.	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	33-50
X	B.	BIDDER’S PRICING SCHEDULE	3-4	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C.	DESCRIPTION/SPECS. /WORK STATEMENT	5-8	X	J	LIST OF ATTACHMENTS	50-51
X	D.	VENDOR QUALIFICATIONS	8	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
	E.	INSPECTION AND ACCEPTANCE	N/A	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			
X	F.	DELIVERIES OR PERFORMANCE	8-11				
X	G.	CONTRACT ADMINISTRATION DATA	11-20	X	L	INTRS., CONDS., AND NOTICES TO OFFEROR	51-52
X	H.	SPECIAL CONTRACT REQUIREMENTS	20-33	X	M	EVALUATION FACTORS FOR AWARD	52-53
OFFER (Must be fully completed by offeror)							
12. The undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered to the designated point(s), within the time specified in the Schedule.							
13. DISCOUNT FOR PROMPT PAYMENTS			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	NO DISCOUNT	
14. ACKNOWLEDGEMENT OF AMENDMENTS The bidder/proposer acknowledges receipt of amendments to the SOLICITATION and related documents numbered and dated:			AMENDMENT NO.		DATE		AMENDMENT NO.
15. NAME AND ADDRESS OF OFFEROR				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN FOR OFFER (TYPE OR PRINT)			
15B. TELEPHONE NO. (Including area code)		15C. EMAIL ADDRESS		17 SIGNATURE			18. OFFER DATE
AWARD (To be completed by City)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APROPRIATION			
24. ADMINISTERED BY (IF OTHER THAN ITEM 7)				25. PAYMENT WILL BE MADE BY			
26 NAME OF CONTRACTING OFFICER (Type or print) Michael F. Hauer, CPPO, CPPB				27. CITY of ALEXANDRIA, VA: (Signature of Contracting Officer)			28. AWARD DATE

**NOTICE
PROPRIETARY/CONFIDENTIAL INFORMATION**

Any records submitted to the City of Alexandria, VA (City) are available for inspection and copying upon request by any person or entity pursuant to the Virginia Freedom of Information Act. Any records the vendor believes to be exempt from disclosure must be specifically identified by the vendor on the submitted documents. The vendor agrees to indemnify and hold harmless the City for loss, cost or expense resulting in whole or in part from any such identification or any denial of inspection based thereon.

Listed below is the timeline related to the ITB. The activities with specific dates must be completed by Bidders by the time indicated. The City reserves the right to modify any timeframe or deadline in the ITB. In the event that the City finds it necessary to change any timeframe or deadline listed below or in the ITB, it will do so by posting an amendment on eProcure.

EVENTS	DATES
ITB Issuance	April 6, 2017
Non-Mandatory Site Visit	April 12, 2017
Deadline for Vendors to Submit Vendor Clarification Questions	April 19, 2017, 4 p.m., prevailing local time
City Issues Responses to Vendor Clarification Questions via Addendum	April 25, 2017
Bid Due Date and Time	May 8, 2017, 3 p.m., prevailing local time
Bid Award Date	TBD

SECTION B: BIDDER'S PRICING SCHEDULE

In the spaces below, the Bidder shall submit pricing for the goods and/or services set forth in the ITB and fill in the pricing schedules using US Dollars. Any Bidder, who enters a zero (0), leaves blank, or uses characters on a pricing blank may be deemed nonresponsive. It is the intent of the City to award this solicitation on the total base bid. The City reserves the right and at the City's sole discretion, award Alternate 1 and/or Alternate 2 and/or Alternate 3 at the prices bid during the procurement process.

Quantities listed below are projected estimates and do not constitute a guarantee to purchase. Quantities may increase or decrease as project dictates. Any increase in quantities shall require a written change order signed by the Contracting Officer.

NOTE: Labor pricing shall be at the fully-burdened labor rate.

Item	Description	Unit	Qty	Appendix A Task	Unit Price	Total Cost
1	Gazebo Paver Walkway Restoration	SF	350	001		
2	New Railings for Gazebo Paver Walkway	LF	200	002		
3	New Linear Trench Drains located on each side of the Gazebo Paver Walkway	LF	200	003		
4	Repoint Mortar at Bluestone Step/Ramp Semicircular Landings (Gazebo walkway)	SF	80	004		
5	Replace Handrail at Pedestrian Bridges PB#1 & PB#2 (See Appendix B)	BF	500	005		
6	Replace Defective/Decayed Components on PB#1 & PB#2	BF	350	006		
7	Replace Dislodged Seneca Sandstone at Five Locations. City will provide material. Contractor will provide labor only.	LS	1	007		
8	Repoint Defective Mortar Joints at Stone for the Five Locations	SF	250	008		
9	Install New Crushed Granite at Soft Trails	CY	15	009		

Item	Description	Unit	Qty	Appendix A Task	Unit Price	Total Cost
10	Reinstall / Replace Existing Metal Edging to Match Existing Steel Type.	LF	500	010		
11	Repoint Defective Mortar Joints at Bluestone Pavers	SF	500	011		
12	Remove Existing Refuse Container Pad and Install New Concrete Pad	LS	1	012		
13	Archaeology: Gravestone Adjustments and Other Minor Tasks at Park Cemetery (Refer to Appendix A for SOW)	LS	1	013		
14	Adjustments to Signage	LS	1	014		
15	Elimination of Depression at Soft Trail (Installation of 6" Diameter Pipe Drain)	LS	1	015		
16	Adjust transition from soft-trail to blue stone pavers (Includes Both Sides)	LS	1	016		
	Total Base Bid, Items 1 - 16	X	X	X	X	
1-A	Alternate 1: Restoration of Gazebo by Specialist Subcontractor as Described in Appendix A	LS	1			
1-B	Alternate 2: Cost for L&M for composite 2" x 6" top railing replacement in-lieu of lumber at pedestrian bridges PB-1 & PB-2. See Task #006 in Itemized Scope of Work Appendix A	BF	500			
1-C	Alternate 3: Replace Dislodged Seneca Sandstone at Five Locations. Contractor to Supply Material and Provide Installation	LS	1	007		

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 INTRODUCTION

The City of Alexandria, Virginia is an urban community of 15.03 square miles with a population of approximately 149,000. With its stable residential neighborhoods, its historic districts, and its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses.

The African American Heritage Park opened in 1995 as a satellite of the Alexandria Black History Resource Center, located at 638 Alfred Street. The park was designed by nationally recognized landscape architectural firm EDAW and comprises eight acres between Holland Lane and Hooff's Run, south of Duke Street, as well as the one acre nineteenth century African American Cemetery. Of the twenty-one (21) burials on this site, six (6) identified headstones remain and are in their original location. The park was designed to co-exist with the original landscape of the cemetery and preserves the interesting and varied plant life on this site. The park is surrounded by a perimeter walk through wetlands that attract mallards, painted turtles, beavers and crayfish.

C-2 PURPOSE/OBJECTIVE

The City has issued this ITB to obtain Bids from qualified Bidders, with the discipline of landscaping and grounds maintenance, for the provision of restoring and/or repairing all currently defective or damaged assets within park boundaries including but not limited to brick paver walkways, sandstone retaining and perimeter walls, stone dust paths, stone pavers, pedestrian bridge repairs, and other repairs and restorations. If awarded, and as stated in Appendix A, referencing Alternate 1, the Contractor shall restore the Memorial Gazebo located on the corner of Holland Lane and Jamison Avenue.

Execution of the Work shall be governed by these following Project documents, in whole or in part as applicable. The Project documents listed below are separate PDF downloadable files available on eProcure and listed under ITB 00000661:

- A. Appendix A, Itemized Scope of Work
- B. Appendix B1, SOW Key Plan No. 1
- C. Appendix B1, SOW Key Plan No. 2
- D. Appendix D1, Construction Drawings
- E. Appendix D2, Construction Drawings
- F. Appendix D3, Construction Drawings
- G. Appendix E, Geo-Technical

- H. Appendix F, Archaeology
- I. Appendix G1, Original Drawings L6-3
- J. Appendix G2, Original Drawings L6-5
- K. Appendix G3, Original Drawings S-1
- L. Appendix G4, Original Drawings S-4

C-3 PROJECT CONDITIONS

The Contractor shall provide or otherwise adhere to the following project requirements:

- A. **Work Hours:** Construction work hours shall be 7 a.m. to 6 p.m. Monday through Friday. No other work hours and or days are acceptable without the prior approval by City Department of Code Administration, and the Department of Recreation, Parks, and Cultural Activities.
- B. **Biweekly Schedule:** Contractor shall submit to the COTR an updated construction schedule for approval or corrections during each biweekly construction progress meeting.
- C. **Material Storage:** Onsite storage for materials is limited due to the linear configuration of the park and relationship to perimeter walkways and roadways. The Contractor must coordinate deliveries so that no accumulation of construction material exceeds pre-agreed storage or staging areas and assigned limitations, provided by the COTR. Contractor will be permitted to locate a metal lockable storage container on site, in the area designated by the COTR. All staging areas shall be restored to existing pre-construction conditions and to the satisfaction of the COTR prior to the release of the final payment. Assigned staging area shall be cordoned off from public access by an eight-foot (8') high chain linked temporary fencing with lockable gate. Gates/access shall be secured when Contractor's workforce is not on site. Contractor shall not move heavy equipment or store materials under existing trees and within tree canopy drip lines (designating area of surface root system).
- D. **Site Cleanup:** The Contractor is responsible to remove accumulated demolition and construction debris from the park premises on daily basis. No dumpster shall be located on site. The lockable metal storage container (above) shall be used for new materials, tools, and equipment storage only.
- E. **Patron Access and Signage:** The Contractor shall maintain clear pedestrian entrance into the park throughout duration of construction activities and provide unimpeded circulation within the Park pathways. Exception: When Contractor is required to close a pedestrian walkway or path due to required construction procedures, the following measures shall be provided:

1. Closure and work shall be scheduled on days and at times to create the least possible down time and inconvenience to public park users;
2. Contractor shall cordon off work area in conflict with pedestrian walkway or path using orange construction safety fence, with clearly readable signs indicated temporary closure and caution, in both English and Spanish languages. Separate signs shall be posted within fifty feet (50') from work area, potential path obstruction, adjacent to path, and indicating temporary closure due to repair work, in both English and Spanish (refer to sign at #4;
3. Contractor is responsible that their workforce shall not engage with public park users, but shall refer all questions and concerns to the Park Manager; and
4. Contractor shall post clearly readable twenty-four-inch (24") width temporary project signs at entrances into the park. Sign shall read as follows:



- F. Contractor Parking: Prior to the Work, the Contractor shall request and secure parking permits from City's Department of Traffic & Environmental Services for reserved parking spaces located on street at perimeter roadways.
- G. Hazardous Storage: No construction equipment, no combustible engines, and no other combustible liquids/fuels shall be stored on or adjacent to park property overnight or when construction site is unattended. This restriction covers and includes on-site metal storage container utilization.
- H. Project's Photographic Record: Prior to the commencement of work, the Contractor shall create a photo journal documenting existing conditions at the site. Contractor is responsible to repair and/or replace any/all City assets damaged during construction. City assets include but are not limited to trees, plantings, grass, grades, stone walls and stone horizontal surfaces, memorial structures, cemetery monuments and grave

sites, roadway and all walkway surfaces, sprinkler heads and underground piping, and/or all other items owned or maintained by the City of Alexandria. Repair and/or replacement shall meet City's satisfaction prior to release of final payment.

- I. Grass Restoration: Near completion and closeout, Contractor shall restore all natural grass area, damaged under construction activities, with new grass sod to match existing grass species. Prior to installation of new sod, Contractor shall add a minimum two-inch (2") of new organic top soil dressing and fertilizer as approved by the COTR. Contractor shall thoroughly wet grade with water prior to installation. Following installation Contractor shall gently roller-tamp new sodded areas. All work shall comply with the City's Landscape Guidelines, subject to revisions specific to the existing site.

C-4 CONTRACTOR'S WORKFORCE

The Contractor's workforce shall comply with the following:

- A. Each member of the Contractor's workforce shall be properly dressed and wear any applicable safety equipment;
- B. Work attire shall include, at a minimum, safety vests with clearly readable identification (name and logo) of the Contractor's workforce, including subcontractors;
- C. Safety helmets and visors when using saws or other powered rotating, oscillating equipment; and
- D. Be respectful and courteous of the public and if questions arise, refer those inquiries to the COTR.

SECTION D: VENDOR QUALIFICATIONS

D-1 Prospective Bidders shall submit documentation attesting to the following qualifications:

- A. A professional landscaping and grounds maintenance company with a minimum of five (5) current years of experience providing services of a similar nature to those requested in the ITB. Preferable experience would be with other governmental agencies.
- B. Copies of all applicable licenses.
- C. Names and contacts for previous work of similar experience (Form J-1)
- D. List of the experienced individuals designated for assignment to this project, including a brief description of similar experience. Include at a minimum, the project manager, superintendent and crew chiefs.

SECTION F: DELIVERY OR PERFORMANCE

- F-1 Time of Start and Completion: The Contractor shall commence Work within ten (10) Calendar Days after the issuance of the Notice to Proceed. The Contractor shall prosecute the Work diligently, using such means and methods of construction as will secure its full completion in accordance with the requirements of the Contract Documents, and shall achieve final completion of the Work within **ninety (90) calendar days after the Notice to Proceed**. By executing the Contract, the Contractor confirms that the Contract Period is a reasonable period for final completion of the Work.
- F-2 Schedule Delays: The City may grant time adjustments to Contractor for delays due to inclement weather; however, Contractor must notify the COTR at least twenty-four (24) hours in advance to the desired extension. Project schedule time extensions shall be approved at the discretion of the COTR.
- F-3 Project Submittals: Contractor shall provide for or otherwise adhere to the following project requirements regarding submittals:
- A. The Contractor shall prepare and review submittals prior to transmittal to the COTR. These include:
 - 1. Field measurements. The Contractor shall not rely on drawings provided herein for dimensions and/or measurements;
 - 2. Product numbers and other incidental changes to specified products;
 - 3. Coordinate each submittal with the requirements of the work and contract documents; and
 - 4. Submittals shall be provided to the COTR within ten (10) calendar days after the Notice to Proceed.
 - B. COTR shall review:
 - 1. Contractor's responsibility for errors and omissions in submittals shall not be relieved by the COTR's preview or acceptance;
 - 2. Contractor's responsibility for deviations in submittals shall not be relieved by the COTR's review of submittals unless the City gives written acceptance of specific deviations;
 - 3. Submittals for compliance with the contract documents;
 - 4. COTR shall review and return submittals to the Contractor within ten (10) calendar days following receipt of same.
- F-4 Shop Drawings: Shop drawings shall only be required for the gazebo restoration and would include:
- A. Original drawings, prepared by the Contractor, subcontractor, supplier, or distributor which illustrates some portion of the Work; showing fabrication, layout, setting, fastening/anchoring and/or erection details. If required by the City, the Contractor shall submit construction documents to the City's Permit Division for approved permits. Permit fees shall be waived by the City. In the event the City Permit Division

requires professional certification of the construction documents; the Contractor shall provide same to the COTR.

B. The Contractor shall submit five (5) copies for the COTR's review and acceptance.

F-5 Samples: The Contractor shall:

A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit clean, new copy of all material color charts, color chips, or color samples within ten (10) calendar days after start of construction to allow selection, color coordination, and final acceptance by the COTR. Material color charts, color chips, or color samples shall be manufacturer's full color range and standard sizes appropriate to the conditions of the work and/or unless specified otherwise.

F-6 Required Submittals: The following list is coordinated with the Itemized Scope of Work provided in Appendix A. Contractors shall provide to the COTR for review and acceptance, in compliance with the sections above, project submittals as follows:

A. Work-Task 001, Paver Repair/Replacement: Submit samples of selected pavers, including the full color variation range, matching color and texture of existing pavers. Submit mortar mix color palette to match color of existing, weathered mortar. Submit manufacturer's product data sheet on mortar mix. At the Contractor's expense, the pavers shall be tested by the double evaporation of distilled water (Immersion Test) for slight effervescence: When not more than five percent (5%) of the area of the brick is covered with salt. Mortar mix shall provide flexibility to match brick expansion and contraction. Contractor shall supply the testing results.

B. Work-Task 004, 011, 017, Bluestone Pavers (Gazebo Walkway): Submit mortar mix color palette to match color of existing, weathered mortar. Submit manufacturer's product data sheet on mortar mix. Submit samples of pavers, matching the color of the existing pavers.

C. Work-Task 007, 008, Seneca Sandstone Replacement/Repointing: Submit samples to of Seneca Sandstone matching color and texture of existing stone. Submit mortar mix colors to match color of existing, weathered mortar. Submit manufacturer's product data sheet on mortar mix.

D. Work-Task 09, 013, 015, 016, Crushed bluestone, Replenishment: Submit sealed 8 oz. minimum size plastic bag of sample crushed bluestone dust matching typical grain size and color.

E. Work-Task 010, 015, Metal Edging Replacement: Provide manufacturers written product data and sample segment of actual product, approximately twelve inches (12") in length, with anchoring spike attachment.

- F. N/A: Specification of Natural Grass Sod, Organic Soil Mix, and Fertilizer: Submit suppliers' product data sheet in compliance with City of Alexandria Landscape Guidelines, Ed. 2007, subject to revisions specific to the existing site.
- G. Alternate No. 1, Restoration of Gazebo: If Alternate No. 1 is selected by City for inclusion into the contracted scope of work, the Contractor shall submit to the City Permit Division the following for approved permit. Provide five (5) copies of professional quality Shop Drawings for the Gazebo restoration to the City permit approval prior to beginning Gazebo work. Shop Drawings shall be signed and sealed by Virginia Licensed Professional Engineer or Architect and shall call out detailed means and methods for fabrication and installation of Gazebo replacement components. Additionally, Shop Drawings shall describe all materials, hardware/fastening, and finishing in compliance with Virginia Building Codes. Gazebo shall be restored to match existing structure in appearance and in structural composition in accord with the original A/E design documents herein and in compliance with applicable codes. Shop drawings shall be reviewed and approved by the Department of Recreation, Parks and Cultural Activities Office of the Arts prior to commencement of any Work.
- H. Alternate No. 2 (Work-Task 005), Pedestrian Bridge Top Railing HDPE (High-Density Polyethylene) board in-lieu of Wood: Submit sample of selected material and in color to match existing weathered wood components. The HDPE shall be Lumberock Weatherwood Color textured wood finish, unless an approved equal is deemed acceptable by the City.

SECTION G: CONTRACT ADMINISTRATION DATA

G-1 DEFINITIONS

- A. Acceptance means, in terms of goods, the COTR's approval of the Contractor's invoice for such goods after a reasonable opportunity to inspect and, in terms of services, the COTR's approval of the Contractor's invoice for such services.
- B. Bid means a Bidder's offer to provide specific goods and/or services at specified prices and per the conditions set forth in the ITB.
- C. Bidder means any person who submits a Bid in response to the ITB offering to enter into a Contract with the City.
- D. Business Day means any day other than a Saturday, Sunday, City holiday, or other day on which the City is closed.
- E. Calendar Day means any day in a year, from midnight to midnight, including weekends and holidays.
- F. Change Order means a written order to the Contractor, signed by the City, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Contract Period.

- G. City means the City of Alexandria, a municipal corporation of Virginia, and its authorized representatives and employees.
- H. Contract means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the ITB that obligates the Contractor to furnish construction to or on behalf of the City and the City to pay for the construction. The Contract shall consist of, but is not limited to, the following:
1. The ITB;
 2. All addenda issued related to the ITB;
 3. The Bidder's signed Bid and all other documents submitted by the Bidder to the City in response to the ITB;
 4. The Notice of Award issued for the ITB;
 5. The Notice to Proceed;
 6. These Construction Terms and Conditions;
 7. The Schedule(s);
 8. All testing documentation;
 9. The Task Order(s), if applicable, issued for the ITB;
 10. If applicable, the Bidder's signed response to the Task Order and all other documents submitted by the Bidder to the City in response to the Task Order issued for the ITB;
 11. The Purchase Order(s) issued for the ITB;
 12. Any related Agreements (e.g. Warranty, Support and Maintenance Agreements); and
 13. All Change Order(s) issued pursuant to the Contract.
- I. Contract Period means the period allotted in the Contract Documents for Substantial Completion of the Work, together with any Time Extensions granted in accordance with the terms of this Contract.
- J. Contract Specialist means a City employee or representative whose responsibilities include issuing bids, solicitations or other contractual documents, and drafting, analyzing, and negotiating contracts under the direction and supervision of the City's Purchasing Agent.
- K. Contract Sum means the total amount payable to the Contractor for performance of the Work. The Contract Sum is stated in the Contract and shall include any adjustments granted by Change Order.
- L. Contracting Officer (CO) means the Purchasing authority who administers and makes related determinations and findings for City contracts as authorized by, and under the supervision of the Purchasing Agent.
- M. Contracting Officer's Representative (COR) means the duly employed Department Head of the using Department who shall manage awarded contracts for their Department.

- N. Contracting Officer's Technical Representative (COTR) means the City employee who serves as the Purchasing Agent's technical representative for the purposes of administering the Contract. The COTR may designate one or more additional representatives to assist with contract administration.
- O. Contractor means the individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "Contractor" may refer to an individual, an organization, or to the Contractor's authorized representative.
- P. Construction means building, altering, repairing, improving, or demolishing any structure, building or highway, and any draining, dredging, excavating, grading or similar work on real property.
- Q. Final Completion means the certification by the Architect that all work has been accepted and is complete in accordance with the Contract Documents. Unless otherwise agreed, Final Completion shall occur within thirty (30) calendar days of the date of Substantial Completion.
- R. Final Payment means the payment of the balance of the Contract Sum, following the Acceptance of all goods and/or services delivered pursuant to the Contract.
- S. Notice to Proceed means a written notice from the City to the Contractor directing the Contractor to proceed with the Work.
- T. Purchasing Agent means the City's principal public purchasing official responsible for the purchase of all goods, services, insurance, and construction needed by the City, or his designated representative.
- U. Specifications means an explicit set of requirements to be satisfied by construction, a material, product, or service as contained in the Invitation to Bid.
- V. Subcontractor means any individual, firm or organization, other than an employee of the Contractor, who contracts with the Contractor to furnish or who furnishes labor, materials, services or equipment, or any combination thereof to the Contractor in connection with the Work.
- W. Substantial Completion means certification by the Architect that the Work has been sufficiently completed, in accordance with the Contract Documents, to allow the Work to be utilized for the purpose for which it was intended.
- X. Time Extension means a written Notice, signed by the Purchasing Agent, extending the Contract Period.
- Y. Time(s) for Performance means the date(s) and time(s) by which goods are required to be delivered and/or services are required to be provided, in accordance with the Contract.
- Z. Work means the construction required under the Contract.

G-2 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) and CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The following individual is appointed as the authorized COR:

James Spengler, Director
 Department of Recreation, Parks & Cultural Activities
 1108 Jefferson Street
 Alexandria, Virginia 22314
 Telephone: 703.746.4343
 james.spengler@alexandriava.gov

The following individual is appointed as the authorized COTR:

David H. Ghezzi, Architect
 Department of Recreation, Parks & Cultural Activities
 2900-A Business Center Drive
 Alexandria, Virginia 22314
 Telephone: 703.746.5516
 david.ghezzi@alexandriava.gov

The COR/COTR is responsible for administering any orders placed hereunder. No authority to modify any provisions of this Contract is granted.

Any deviation from the terms of the Contract must be submitted for contractual action to the following Contracting Officer:

Michael F. Hauer, CPPO, CPPB
 Deputy Purchasing Agent
 100 North Pitt Street, Suite 301
 Alexandria, Virginia 22314
 Telephone: 703.746.4295
 michael.hauer@alexandriava.gov

The Contractor shall contact the COR to coordinate placement of contracted items/work.

G-3 PAYMENTS AND COMPLETION

A. Contract Sum:

1. For the Contractor's complete performance of the Work, the City agrees to pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the Contract Sum, taking into consideration any deductions based on award of a combination of alternates, if applicable, plus the amount of any Change Orders issued.
2. For the Contractor's complete performance of the Work, the City agrees to pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the Contract Sum, taking into consideration any deductions based on award of a

combination of alternates, if applicable, plus the amount of any Change Orders issued;

3. No payment other than the amount awarded will be made for any class of Work included in a lump sum Contract item or a unit price Contract item, unless specific provision is made therefore in the Contract Documents; and

- B. Schedule of Values: Within ten (10) Business Days after the Notice of Award, and in any event, prior to the first application for partial payment, the Contractor shall submit to the COTR and the Architect a proposed Schedule of Values setting forth a reasonable allocation of the Contract Sum to the various elements of the Work. The Schedule of Values, once accepted by the City, may be used for checking the Contractor's applications for partial payments hereunder but shall not be binding upon the City or the Architect for any purpose whatsoever.

G-4 PAYMENT TO CONTRACTOR-PAYMENTS

- A. Partial Payments: Monthly Payments; Retainage: On or about the first (1st) of each month, the Contractor shall make and certify an estimate of the amount and fair value of the Work performed and may apply for partial payment. Thereafter, the Architect or the COTR may, in their discretion, revise the estimate to show the actual value of Work completed in accordance with their observation of the Work. The Contractor agrees to be bound by the Architect's and the City Representative's revisions to its applications for partial payment. Whenever the monthly estimate, after approval by the Architect and the City Representative, shows that the value of the Work completed during the previous month exceeds one thousand dollars (\$1,000.00), the Architect will issue a Certificate of Payment for such Work. Such Certificate will authorize payment by the City in an amount equal to the value of the Work completed less any sums retained or deducted by the City under the terms of the Contract Documents, and less retainage of five (5) percent of payments claimed. In accordance with Section 3-3-56 of the Code of the City of Alexandria, within forty-five (45) Calendar Days after receipt of each Certificate of Payment, the City shall pay the Contractor in accordance with the applicable Certificate and the Contract Documents. Within thirty (30) Calendar Days of the submission of the application for partial payment, the City will notify the Contractor of any defects or improprieties that would prevent payment by the scheduled payment date;
- B. Escrow Account in Lieu of Retainage: The Contractor may elect to use the escrow account procedure for utilization of retainage funds authorized by Section 3-3-51 of the Code of the City of Alexandria. In the event the Contractor elects to use the escrow account procedure, it shall submit an escrow agreement form, executed by the appropriate parties, within fifteen (15) Calendar Days after Notification of Award. The escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth of Virginia. A copy of the approved escrow agreement form is included as a Required Submittal in the Bid Documents or is available from the Purchasing Agent. If the Contractor fails to submit a fully executed escrow agreement, in proper form, within the required fifteen (15) Calendar Days, it shall forfeit its right to use the escrow account procedure and shall be subject to normal withholding of retainage.

- C. City's Right to Withhold Payment: The City may withhold payment to such extent as may be necessary to protect the City due to loss because of:
1. Defective Work not remedied;
 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 5. Damage to the City or another contractor;
 6. Reasonable evidence that the Work will not be completed within the Contract Period;
 7. Persistent failure to carry out the Work in accordance with the Contract Documents; or
 8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor of any of its Subcontractors.
- D. Application of Withheld Funds: The City shall have the right, as an authorized representative for the Contractor and without the Surety's consent, to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. The application of these amounts shall be deemed payments for the account of the Contractor and shall reduce the City's obligation to the Contractor accordingly.
- E. Limitation on Payments: Unless otherwise provided herein, no partial payment will be made for any materials or equipment supplied hereunder before they are (i) incorporated in the Work in a permanent manner required by the Contract Documents, (ii) properly stored at the site of the Project, or (iii) properly stored in a bonded warehouse to the satisfaction of the City.
- F. Payments for Materials Stored on Site: The cost of equipment and non-perishables delivered and stored at the site of the Project and tested for adequacy may be included in the Contractor's application for partial payment, provided, however, that the Contractor shall furnish written evidence satisfactory to the City that the Contractor is the owner of such materials or equipment at the time of payment therefore by the City and that such equipment is being stored and maintained in accordance with the Contract Documents and the manufacturer's recommendations. The amount to be paid by the City for such equipment and non-perishables will be ninety percent (90%) of the invoice cost to the Contractor as supported by receipted bills. Such payment shall not relieve the Contractor of full responsibility for completion of the Work and for protection of materials and equipment until incorporated in the Work in a permanent manner as required by the Contract Documents.
- G. Conditions Precedent to Partial Payments: Before any payment will be made under this Contract, the Contractor and every Subcontractor, if required, shall deliver to the Architect a written, verified statement, in satisfactory form, showing in detail all

amounts then due and unpaid by the Contractor to all laborers, workers, and mechanics, employed under the Contract for the performance of the Work at the site of the Project, for daily or weekly wages, or to other persons for materials, equipment, or for supplies delivered at the site of the Project during the period covered by the payment request.

- H. Conditions Precedent to Final Payment: Neither final payment nor any retainage shall become due until the Contractor submits to the Architect (i) an affidavit that payrolls, bills for materials and equipment, and all other indebtedness in connection with the Work for which the City might be responsible have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force following final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been provided to the City; (iii) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents; (iv) consent of the Surety to final payment; (v) a written statement of all claims expressly reserved by the Contractor; (vi) if required by the City, other data establishing the payment or satisfaction of obligations (such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract) and such guaranties and indemnities all in such form and detail as may be required by the City; and (vii) all as-built drawings, copies of warranty documents and equipment manuals. If a Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City, in its sole and absolute discretion, sufficient to indemnify the City against any claim or lien. If any such claim remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such claim, including all costs associated therewith, including reasonable attorneys' fees.
- I. Delay in Final Completion: If, after the Date of Substantial Completion, Final Completion of the Work is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting the Date of Final Completion, and the Architect so concurs, the City shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due, less one hundred fifty percent (150%) of the estimated cost of any remaining Work. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- J. Waiver of Claims: The Contractor's acceptance of Final Payment constitutes a waiver and release of all claims not expressly reserved in writing by the Contractor.

G-5 CITY'S RESPONSIBILITIES UNDER A CONTRACT

- A. The City shall provide access to City-owned or City-controlled facilities for the Contractor's employees and agents, as necessary for them to perform the Work.
- B. The City will render decisions pertaining to information submitted by the Contractor within a reasonable time as determined by the City.

- C. The City will work with the Contractor to reduce the risk of changes, claims, and extra costs.
- D. The City will submit payments to the Contractor in the timeframes prescribed by Alexandria City Code § 3-3-56.
- E. The City will assign a Contracting Officer’s Technical Representative (COTR), who will serve as a technical representative for Contract administration.

G-6 CHANGES IN THE WORK

A. Change Orders: The City may order changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Period being adjusted accordingly. Such changes in the Work shall be authorized only by written Change Order signed by the Purchasing Agent. The Contract Sum and the Contract Period shall be changed only by Change Order signed by the Purchasing Agent.

B. Change Order Overhead and Profit:

The percentages for overhead, profit and commission to be allowed for net increases in the Contractor's cost caused by Change Order work shall in no case be allowed to exceed the following:

	Overhead	Profit	Commission
To the Contractor for Work performed by its own forces	10%	Plus 5%	--
To Contractor for Work Performed by other than its own forces	--	--	10%
To the Subcontractor for Work Performed by other than its Own forces	--	Plus 5%	--

- C. The mark-ups allowed for overhead and profit shall fully compensate Contractor for all of the following:
 1. Insurance (other than mentioned under “costs” below);
 2. Field and office supervisors and assistants, and wages of timekeepers, clerks, and watchmen;
 3. Use of hand tools;
 4. Average job engineering, stakeout and layout;
 5. Incidental job burdens;
 6. General Office expenses, including estimating, submitting and processing the change;
 7. All administrative costs required by reasonable extension of time if extension of the Contract Period is necessary because of the change; and
 8. All other expenses not included below as “cost.”

- D. The net cost of the Change Order shall be computed to include actual cost of:
1. Labor, including pro-rated charges for foremen;
 2. Materials entering permanently into the Work, including cost of transportation;
 3. Ownership or rental cost of construction plant and equipment during time of use for the extra work;
 4. Power and consumable supplies for the operation of power equipment;
 5. Worker's compensation insurance and labor benefits required under collective bargaining;
 6. Social Security and old age and unemployment insurance;
 7. Bond premiums; and
 8. All Applicable taxes.
- E. In submitting its Change Order proposal, the Contractor shall provide a complete cost breakdown that lists and substantiates each item of Work and each item of cost.

G-7 SUBSTANTIAL COMPLETION

- A. When the Contractor considers that the Work, or such portion thereof which the City agrees, in writing, to accept separately, is substantially complete, the Contractor shall give the COTR written notice of such fact, together with a list of any items acknowledged to be incomplete or not in accordance with the Contract Documents. The Contractor shall also give notice to Code Enforcement and obtain any necessary inspections and correct any deficiencies as a condition for Substantial Completion. For purposes of this project, Substantial Completion shall be defined as the project reaching a general condition or state of completeness allowing release to the public of all normalized access and use of park spaces, with possible, limited work remaining to be completed, none of which hinders or impedes normal pedestrian circulation through the park, or exposes the same to potential safety risks or hazards of work yet under construction.
- B. Upon receipt of the Contractor's notice, the COTR will make an inspection to determine whether the Work or such designated portion thereof, is substantially complete. If the COTR's inspection discloses any items, whether or not included on the Contractor's list, which are incomplete and not in accordance with the requirements of the Contract Documents, and which prevent Substantial Completion, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the COTR. The Contractor shall then submit a request for another inspection by the COTR to determine Substantial Completion. At the time of the issuance of the Certificate of Substantial Completion, the COTR shall provide the Contractor a comprehensive punch list of items to be completed and/or corrected. The Contractor shall proceed promptly to complete and correct items on the punch list. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

- C. When the Work, or such designated portion thereof, is substantially complete, the COTR shall prepare and issue a Certificate of Substantial Completion Document which shall establish the date of Substantial Completion, the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor for their written acceptance of responsibilities assigned to each of them therein.
- D. Upon Substantial Completion of the Work, or such designated portion thereof, and upon application by the Contractor and issuance of a Certificate of Substantial Completion by the COTR, the City shall make payment, less retainage, for such Work or such portion thereof as provided in the Contract Documents.
- E. Final Completion and Final Payment: Upon written notification by the Contractor that the Work is finally complete, and upon the Contractor's submission of a final application for payment, the COTR will conduct a final inspection of the Work. When the COTR determines that the Work has been satisfactorily completed and the Contract Documents fully performed, he shall promptly prepare and issue a Final Certificate for Payment stating that to the best of the COTR's knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the Contract Documents and that the amount stated in the Final Certificate of Payment is due and payable.

G-8 NOTICE

- A. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this section "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
- B. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's office at the Project or to the business address of the Contractor as stated in the Contract Documents. If delivered in person to the Contractor, written Notice shall be served on the Contractor's foreman or superintendent for the Project, or any officer or director of the Contractor.
- C. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Contracting Officer's Technical Representative, with a copy to the Purchasing Agent.

G-9 AUDIT AND PRICE ADJUSTMENT

- A. Audit: All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

- B. Price Adjustment for Defective Cost and Pricing Data: If any price, including profit or fee, negotiated in connection with this Contract or any Change Order or modification under this Contract, was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 ACCIDENT PREVENTION

- A. In performance of this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment and avoiding work interruptions. For these purposes the Contractor shall: provide appropriate safety barricades, signs and signal lights; and ensure that any additional measures the COR determines to be reasonably necessary for this purpose is taken.
- B. The Contractor shall maintain an accurate record of exposure data on all accidents incident to Work performed under this Contract which results in death, traumatic injury, occupational disease, or damage to property, supplies, materials or equipment. The Contractor shall report this data in the manner prescribed by the COR.
- C. The COR will notify the Contractor of any non-compliance with these requirements and of the corrective action required. This notice when delivered to the Contractor or the Contractor's representative at the site of the Work shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving notice, the Contractor shall immediately take corrective action. The Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- D. The Contractor shall be responsible for its Subcontractors' compliance with this clause.

H-2 CODES

- A. The Contractor must meet all applicable Federal EPA, OSHA and MDE guidelines for the Work performed and Services provided under this Contract. Contractor's work shall conform to all applicable Manufacturers Specifications, in addition to any applicable Federal, State, City, and other prevailing Codes, Laws, Rules and Regulations governing the Work.

- B. The Contractor shall save the City from all damages, penalties, suits, judgments, and/or accidents which may occur from not following the above-mentioned codes, laws, rules and regulations.

H-3 CONTRACTOR INSPECTION REQUIREMENTS

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this Contract conform to Contract requirements, including any technical requirements for specified manufacturers' parts. This Clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

H-4 INSPECTION OF SERVICES

- A. Definitions. "Services" as used in this Clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the COR during Contract performance.
- C. The City has the right to inspect and test all services called for by the Contract at times and places practicable, during the term of the Contract. City inspections and tests shall not unduly delay the Work.
- D. If any of the services do not conform to Contract requirements, the City may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, the City may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements, and
 - 2. Reduce the Contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to perform promptly the services again or take the necessary action to ensure future performance in conformity with Contract requirements, the City may:
 - 1. By contract or otherwise perform the services and charge the Contractor any cost incurred by the City that is directly related to performance of such service, or
 - 2. Terminate the Contract for default.

H-5 INSPECTION OF SUPPLIES

- A. Definition. "Supplies" as used in this Clause, includes but is not limited to raw materials, components, intermediate assemblies, and products and supplies by lots.

- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering supplies under this Contract and shall tender to the City for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with Contract requirements.
- C. The City has the right to inspect and test all supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance.
- D. The City has the right either to reject or require correction of non-conforming when they are defective in material or workmanship or are otherwise not in conformity with Contract requirements. The City may reject non-conforming supplies with or without disposition conforming supplies instructions. The Contractor shall remove supplies rejected or required to be corrected. However, the COR may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing corrective action taken.
- E. The City shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the Contract. City failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the City for non-conforming supplies.
- F. Inspections and tests by the City do not relieve the Contractor of responsibility for defects or other failures to meet Contract requirements discovered before acceptance. Acceptance shall be conclusive except for latent defects, fraud, or as otherwise provided in the Contract.
- G. If acceptance is not conclusive for any reason, the City, in addition to any other rights and remedies provided by law or any other provisions of this Contract, shall have the right to require the Contractor:
 - 1. At no increase in Contract price, to correct or replace the defective or non-conforming supplies at the original point of delivery or at the Contractor's plant at the COR's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the COR. The Contracting Officer may require a reduction in Contract price if the Contractor fails to meet such delivery schedule; or
 - 2. Within a reasonable time after receipt by the Contractor of notice of defects or non-conformance, to repay such portion of the Contract as is equitable under the circumstances, if the COR elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation costs. If the Contractor fails to perform or act as required in (1.) above, and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the COR specifying such failure, the City has the right to contract or otherwise replace or correct such supplies and charge the Contractor with the cost occasioned thereby.

H-6 INSPECTION OF CONSTRUCTION

- A. In this Clause, the term "work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- B. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the City. All work shall be conducted under the general direction of the Contracting Officer and is subject to City inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- C. City inspections and tests are for the sole benefit of the City and do not:
1. Relieve the Contractor of responsibility for providing adequate quality control measures;
 2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 3. Constitute or imply acceptance; or
 4. Affect the continuing rights of the City after acceptance of the completed work under paragraph I below.
- D. The presence or absence of a City Inspector does not relieve the Contractor from any contract requirement, nor is the Inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- E. The Contractor shall furnish promptly, without any additional charge, all facilities, labor and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The City may charge to the Contractor any additional costs of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or re-test necessary. The City shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special full-size and performance tests shall be performed if and as described in the contract.
- F. The Contractor shall, without charge, replace or correct work found by the City not to conform to the contract requirements, unless in the public interest the City consents to accept the work with an appropriate adjustment in contract price. The Contractor shall segregate and remove promptly rejected material from the premises.
- G. If the Contractor does not replace or correct rejected work promptly, the City may:
1. By contract or otherwise replace or correct the work and charge the cost to the Contractor, or
 2. Terminate for Default the Contractor's right to proceed.

- H. If, before acceptance of the entire work, the City decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall furnish promptly all necessary facilities, labor and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or Subcontractors, the Contractor shall defray the expenses of the examination and satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if the completion of the work was thereby delayed, an extension of time.
- I. Unless otherwise specified in the contract, the City shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee.

H-7 OPERATION AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on City premises to areas authorized or approved by the COR. The Contractor shall hold and save the City, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (i.e., storage shed, shops, offices) and utilities may be erected by the Contractor only after approval by the COR and these shall be built with labor and materials furnished by the Contractor without expense to the City.
- C. The Contractor shall, under the direction of the COR, use only established roadways, or use temporary roadways constructed by the Contractor at its expense, when and as authorized by the COR. When it is necessary to cross curbs or sidewalks the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks or roads.

H-8 PERMITS & RESPONSIBILITIES

- A. The Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, City or Municipal laws, Codes and Regulations applicable to the performance of the Work. The Contractor shall also be responsible for all damages to persons or property that occur because of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others.
- B. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit or Work which may have been accepted under the Contract.

H-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs and grass) on, or adjacent to the work site, which do not unreasonably interfere with the Work required under this Contract. The Contractor shall remove trees only when specifically authorized to do so by the COR, and shall avoid damaging remaining vegetation.
- B. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on the adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.
- C. The Contractor shall repair any damage to those facilities, including property of a third party, which are the result of a failure to comply with the requirements of this Contract, or a failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the COR may have the necessary work performed, and charge the cost to the Contractor.

H-10 QUALITY AND ACCEPTABILITY OF WORK

- A. The COR will determine the quality and acceptability of the Work. Any instance of unsatisfactory or improper work will be called to the attention of the Contractor who shall see that such deficiencies are promptly corrected.
- B. Any damages caused by the Contractor's operations shall be repaired or replaced at no expense to the City.

H-11 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to the situations outlined below.
 - 1. Conditions bearing upon transportation, disposal, handling and storage of materials;
 - 2. The availability of labor, water, electric power and roads;
 - 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - 4. The conformation and condition of the ground; and
 - 5. The character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertaining from an inspection of the site, including all exploratory work done by the City as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph

will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work without additional expense to the City.

- B. The City assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the City; nor does the City assume any responsibility for any understanding reached or representations made concerning conditions which can affect the Work by any of its officers or agent before the execution of this Contract unless that understanding or representation is expressly stated in this Contract.

H-12 SITE VISIT

See front cover for time, date, and meeting location. No questions will be formally answered at the site visit. All questions shall be submitted in writing per the ITB.

H-13 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS

Any Subcontractors and outside Associates and Consultants required by the Contractor about the services covered by this Contract will be limited to individuals or firms that were specifically identified as part of the bid submission on Attachment J-7. The Contractor shall obtain the CO's written consent before making any substitution for these Subcontractors, Associates and Consultants.

H-14 SUSPENSION OF WORK

The Contracting Officer may order the Contractor, in writing, to suspend all or any part of the Work for such period as may be determined by the CO as appropriate for the convenience of the City.

H-15 SUPERINTENDENCE BY THE CONTRACTOR

Always, during the performance of this Contract, and until the work is completed and accepted, the Contractor shall directly superintend or assign and have on the work a competent superintendent who is satisfactory to the COR and has authority to act for the Contractor.

H-16 USE AND POSSESSION PRIOR TO COMPLETION

- A. The City shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the COR shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the City intends to take possession of or use. However, failure of the COR to list any item of work shall not relieve the Contractor of responsibility of complying with the terms of the Contract. The City's possession or use shall not be deemed an acceptance of any work under the Contract.

- B. While the City has such possession or use, the Contractor shall be relieved of the responsibility for loss or damage to the work resulting from the City's possession or use, notwithstanding the terms of the clause in the Contract entitled "Permits and Responsibilities". If prior possession or use by the City delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

H-17 CLEANING UP

The Contractor shall always keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work or premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the City. Upon completing the work, the Contractor shall leave the work area in a clean, neat and orderly condition satisfactory to the COR.

H-18 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The Contractor shall be required to:

- A. Commence work under the Contract within 10 days after the Contractor receives Notice-to-Proceed.
- B. Prosecute the work diligently

H-19 SITE INVESTIGATION AND CONDITIONS

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the situations outlined below.
 1. Conditions bearing upon transportation, disposal, handling and storage of materials;
 2. The availability of labor, water, electric power and roads;
 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 4. The conformation and condition of the ground; and
 5. The character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertaining from an inspection of the site, including all exploratory work done by the City as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to the City.

- B. The City assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the City; nor does the City assume any responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agent before the execution of this Contract unless that understanding or representation is expressly stated in this Contract.

H-20 COMMERCIAL WARRANTY CLAUSE

The Contractor agrees that the supplies or services furnished under this Contract shall be covered by the most favorable commercial Warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Contract.

H-21 SCHEDULES

- A. Construction Schedule: Promptly after award of the Contract, the Contractor shall prepare and submit to the COTR a construction schedule for the Work. The construction schedule shall be a Critical Path Method schedule or other schedule in form reasonably acceptable to the Architect and the COTR, and shall provide for completion of the Work within the Contract Period provided in the Contract Documents. The construction schedule shall be updated monthly, or at other appropriate intervals as directed by the Architect or the COTR.
- B. Submittal Schedule: The Contractor shall prepare and keep current a schedule of submittals (submittal schedule) which is coordinated with the construction schedule and allows the Architect reasonable time to review all submittals.
- C. Waiver of Contract Period: The City's receipt or approval of any construction schedule or submittal schedule submitted by Contractor shall not constitute a waiver by the City of the requirements. The Contract Period may be adjusted only by a written Time Extension or Change Order signed by the Purchasing Agent.

H-22 TIME EXTENSIONS

- A. The parties agree that no Time Extension extending the Contract Period shall be effective unless granted in writing, and signed by the Purchasing Agent. Notice of delay shall be given in writing to the COTR and the Purchasing Agent within five (5) Business Days of its occurrence. In case of a continuing cause of delay, only one notice shall be required. The Contractor shall apply for any Time Extension in writing, setting forth in detail the reasons for and causes of the delay, and an estimate of the probable cost and effect of such delay on the progress of the Work, and shall submit its application to the COTR not more than twenty (20) Calendar Days after the commencement of the delay; otherwise the application for extension shall be waived.

- B. If such an application is made, the Contractor shall be entitled to a Time Extension for delay in completion of the Work if obstructed or delayed in the commencement, prosecution or completion of any part of the Work by any act or delay of the City, or persons for which it is responsible, or by riot, insurrection, war, pestilence, acts of public authorities, fire, earthquakes, or by strikes, or other causes beyond the control and without the fault or negligence of the Contractor.
- C. The Contractor shall be entitled to a Time Extension for such causes only for the number of days of delay which are due solely to such causes and only to the extent that such occurrences delay the completion of the Project, and then only if the Contractor shall have strictly complied with all applicable requirements of this Contract.
- D. If adverse weather conditions are the basis for a Time Extension request, such request shall be documented by data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.
- E. In the event the Contractor is denied a Time Extension hereunder, he may contest such decision by filing a claim. No claim for a Time Extension under this provision will be valid unless submitted as stated herein.
- F. Delays caused by the failure of the Contractor's material men, manufacturers, and dealers to furnish approved working drawings, materials, fixtures, equipment, appliances, or other fittings on time or the failure of Subcontractors or sub-Subcontractors to perform their work in conformity with the Construction Schedule shall not constitute a basis for extension of time.
- G. Except as otherwise provided, no claim for payment, compensation or adjustment of any kind (other than the Time Extensions provided for herein) shall be made or asserted against the City by the Contractor for damages caused by hindrances or delays from any cause, whether such hindrances or delays be avoidable or unavoidable, and the Contractor agrees that he will make no claim for damages by reason of any such hindrances or delays, and will accept in full satisfaction of such hindrances or delays a Time Extension to complete performance of the Work as specified.
- H. Where portions of the Work have been phased to accommodate City's use of existing premises, and the beginning date and ending date for the performance of the phased Work have been stipulated, and the beginning date must be changed to accommodate unforeseen circumstances, then the ending date shall accordingly be adjusted so that the amount of time allotted for the phased Work shall not change.

H-23 UNREASONABLE DELAYS

- A. These provisions are not intended to waive, release or extinguish any rights of the Contractor to recover costs or damages for unreasonable delays in performing this

- Contract, if and to the extent that such delay is caused solely by acts or omissions of the City, its agents or employees, and due to causes within their control.
- B. The parties agree that the term “unreasonable delay” as used herein shall mean only a delay which singularly and exceeds five percent (5%) of the total time allotted to the Contractor to achieve beneficial use of the Work under this Contract (including any agreed-upon modifications):
1. Where the Contractor has provided written notice; and
 2. Where the delay is:
 - a) Caused by the City’s bad faith or it willful, malicious, or grossly negligent conduct; or
 - b) So, severe that it constitutes an intentional abandonment of this Contract by the City; or
 - c) Results from the City’s breach of a fundamental obligation under this Contract; or
 - d) Is beyond the contemplation of the parties on the date the parties entered this Contract.
- C. The term “intentional abandonment” shall mean that the City has failed to take or to attempt to act to fulfill its material obligations under this Contract and that the City has demonstrated no intention of resuming the Contract. The term “fundamental obligation” shall mean only the City’s obligations under this Contract to pay amounts to the Contractor when due, to furnish City-supplied materials or equipment (if any), and to secure (if required) permits or title to land or rights of way necessary and indispensable to the prosecution of the Work.
- D. The parties recognize the difficulty in calculating damages incurred by the Contractor resulting from unreasonable delays caused by acts or omissions of the City, its agents or employees, and the parties hereby agree that the amount set forth as Liquidated Damages payable by the Contractor shall be the liquidated damages for each and every Calendar Day that the Contractor incurs compensable costs or damages for unreasonable delays in performing this Contract as aforesaid, and that this figure represents accurate forecast of anticipated actual damages in the event of an unreasonable delay.
- E. The Contractor making a claim against the City for costs or damages due to unreasonable delays caused by the City, and its agents or employees, shall be liable to the City for a percentage of all the costs the City incurs in investigating, analyzing, negotiating, and litigating the claims, which percentage shall be equal to the percentage of the Contractor’s total delay claim which is determined through litigation or arbitration to be false or to have no basis in law.

H-24 INSURANCE REQUIREMENTS

- A. The Contractor shall be required to maintain, in force, insurance as described below and approved by the City for the duration of the Contract. Insurance coverage shall be a Contract specific or occurrence based policy. The Contractor’s Insurance Coverage

- shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable.** Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **City of Alexandria, VA, shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, defend and hold harmless the City, for all liability, claims, expenses, lawsuits, etc., arising from this Contract. Insurance policies must be acceptable to the Contracting Officer, and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the Commonwealth of Virginia.
- B. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE: At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the Commonwealth of Virginia, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.
- C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the Commonwealth of Virginia whether vehicle is registered in Virginia or not.
- D. COMMERCIAL GENERAL LIABILITY REQUIREMENTS: The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all Subcontractors with limits no less than:
1. \$2,000,000.00 Annual Aggregate
 2. \$1,000,000.00 Per Occurrence
 3. \$1,000,000.00 Products and Completed Operations
 4. \$1,000,000.00 Personal and Advertising Injury
- E. UMBRELLA LIABILITY COVERAGE
1. \$1,000,000.00 Per Occurrence
- F. SUBCONTRACTOR INSURANCE REQUIREMENTS: The Contractor shall also require all first-tier subcontractors who will perform work under this Contract to procure and maintain Virginia statutory limits of Workers' Compensation insurance.

The Contractor shall furnish the Contracting Officer's Representative satisfactory evidence of subcontractors' insurance PRIOR to the subcontractor starting work.

H-25 Waiver of Subrogation: To the extent damages are covered by property insurance during construction, the City and Contractor waive all rights against each other and against the Architect and all consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract, provided, however, that any such waiver shall apply only to the extent of insurance proceeds actually received and only if the parties' respective insurance companies agree to such a waiver. The City or the Contractor, as appropriate, shall require of the Architect and all consultants, agents and employees of any of them similar waivers in favor of the parties enumerated herein.

H-26 LICENSING

- A. Contractor's License: In accordance with Section 54.1-1103 of the Code of Virginia, 1950, as amended, the Contractor and each Subcontractor shall have a valid Virginia contractor's license. The Virginia contractor's registration number for each Subcontractor shall be provided on the list of Subcontractors.
- B. Alexandria Business Licenses: In accordance with Chapter 1, Title 9, of the Code of the City of Alexandria, the following shall possess a current City business license:
1. Contractor;
 2. All Subcontractors, sub-subcontractors and vendors at any tier with a definite place of business in the City; and
 3. All Subcontractors, sub-subcontractors and vendors at any tier, without a definite place of business in the City, the gross receipts of which, from business conducted in the City, are expected to exceed \$25,000 in any calendar year.

SECTION I: CONTRACT CLAUSES

I-1 ETHICS IN PUBLIC CONTRACTING: The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. Code §§2.2-4367 et seq., Alexandria City Code §§ 3-3-121, et seq.; the State and Local Government Conflict of Interest Act, Code of Virginia §§ 2.2-3100, et seq.; the Virginia Governmental Frauds Act, Code of Virginia §§ 18.2-498.1 et seq.; and Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, all as the same may be amended from time to time and are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

I-2 INDEPENDENT PRICING: THE OFFEROR CERTIFIES that:

- A. The prices in this offer have been arrived at independently without, for restricting competition, any consultation, communication or agreement with any other bidder or competitor relating to these prices;

- B. The prices in this offer have not been nor will be disclosed knowingly directly or indirectly to any other offeror or competitor before bid opening or Contract award unless otherwise required by law; and
- C. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for restricting competition.

I-3 ASSIGNMENT

- A. The Contractor may assign its rights to be paid amounts due or to become due because of the performance of this Contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- B. Any assignment or reassignment under this clause shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this Contract.

I-4 EQUAL EMPLOYMENT OPPORTUNITY

- A. Discrimination Prohibited: The Contractor hereby agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Affirmative Action: The Contractor hereby agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Alexandria City Code to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria (the "Commission") and approved by the City Council of the City of Alexandria.
- C. EOE Statement: The Contractor hereby agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.
- D. Notice to Labor Unions: The Contractor hereby agrees to notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- E. Reports to the City: The Contractor hereby agrees to submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than

- annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the Administrator may request more frequent special reports of particular employers provided the Commission has found such employers to have violated any provision of Chapter 4 of Title 12 of the Alexandria City Code.
- F. Compliance with Federal Requirements Sufficient: Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- G. Accommodation of Disabled Workers: The Contractor hereby agrees to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- H. Reasonable Accommodations: For the purposes of this section, reasonable accommodation may include: (i) making facilities used by employees readily accessible to and usable by persons with a disability; and (ii) job restructuring, part-time or modified work schedules, the acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.
- I. Undue Hardship: In determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:
1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities, and the size of the budget;
 2. The Contractor's type of operation, including the composition and structure of the Contractor's work force; and
 3. The nature and cost of the accommodation needed.
- J. Refusal to Employ: The Contractor may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- K. Subcontracts: The Contractor hereby agrees to include these provisions in every subcontract so that such provisions will be binding upon each subcontractor.
- L. Non-compliance: In the event of the Contractor's noncompliance with any provision of this equal employment opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

I-5 FEDERAL, STATE, AND LOCAL TAXES

- A. Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the City, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the City is exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim exemption under, any tax exemption to which the City is entitled.
1. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, except as provided at subpart C below, if a statute, court decision, written ruling, or regulation takes effect after the Contract Date, and results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property as of the Contract date, the Contract price shall be increased by the amount of such tax or duty or rate increase actually paid by the Contractor, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or
 2. Results in the Contractor not being required to pay any such Federal excise tax or duty which would otherwise have been payable on such transactions or property as of the Contract date or which was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief refund, or drawback, or that amount shall be paid to the City. The Contract price shall be similarly decreased if the Contractor, through its fault or negligence or its failure to follow instructions of the City, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- B. Sub-paragraph 2 above shall not be applicable to social security taxes or to any other employment tax.
- C. No adjustment of less than \$100 shall be made in the Contract price pursuant to sub-paragraph 2 above.
- D. As used in sub-paragraph 2 above, the term "Contract Date" means the date set for bid opening, or if this is a negotiated contract, the Contract Date. As to additional supplies or services procured by modification to this Contract, the term "Contract Date" means the date of such modification.
- E. The Contractor shall promptly notify the City of matters which will result in either an increase or decrease in the Contract price, and shall take action with respect thereto as directed by the City.

I-6 INDEMNIFICATION

- A. To the extent permitted by law, the Contractor shall indemnify and save the City harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against the City, its

agents and employees, or which the City may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or Subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.

- B. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts with respect to any and all claims against the City or any of their agents or employees or 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.

I-7 CHOICE OF LAW; VENUE

This Contract is governed by the applicable provisions of the Alexandria City Code and the laws of the Commonwealth of Virginia. Any actions arising out of this Contract shall only be brought in the Circuit Court for the City of Alexandria, Virginia.

I-8 COMPLIANCE WITH APPLICABLE LAW

A. The offeror hereby represents and warrants that:

1. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
2. It is not in arrears with respect to payment of any monies due and owing the Commonwealth of Virginia, or any department of unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
3. It shall comply with all Federal, State, and Local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

- B. Contractors are expected to be familiar with and comply with all Federal, State, and Local Laws, Ordinances, Codes, and Regulations that may in any way affect the service offered. Ignorance on the part of the Contractor will in no way relieve it from responsibility for compliance.

I-9 SEVERABILITY

In the event any portion of this solicitation/Contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the City to sever only the invalid portion or provision, and that the remainder of the solicitation/Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/Contract, or unless deletion of the

invalid portion would produce a result inconsistent with the purpose and intent of the City in entering into this solicitation/Contract.

I-10 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the City and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

I-11 ASSIGNMENT OF RISK

The Contractor shall bear all risk of loss with respect to all materials, improvements, and property until final acceptance, by the City, of the Work.

I-12 ORAL MODIFICATION

No oral statements of any person whatsoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

I-13 CLAIMS AND DISPUTES

A. Claims: Contractual claims shall be submitted in writing not later than sixty (60) calendar days after the date of the final payment, provided however, that any claim not expressly reserved by the Contractor at the time of final payment, shall be deemed to be forever waived and released. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the work upon which the claim is based. Written notice of the Contractor's intention to file a claim shall not be sufficient unless Contractor complies with each of the following:

1. The Contractor shall, within five (5) business days after the occurrence of the event giving rise to such claim or the beginning of the work upon which the claim is based, deliver to the Purchasing Agent and the Contracting Officer's Technical Representative written notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City;
2. Within twenty (20) business days after delivering such notice, the Contractor shall deliver to the Purchasing Agent and the Contracting Officer's Technical Representative an affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made fully possible; otherwise the claim shall be deemed to be waived; and
3. The Purchasing Agent or its designee shall decide on the claim within fifteen (15) business days after receipt of the itemized breakdown described above, which decision shall be the final determination of the City.

- B. Claims against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or because, anything done or omitted to be done about this Contract.
- C. Disputes: Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Code of the City of Alexandria, as it may be amended from time to time.

I-14 PROCEDURES FOR SUBMITTING A BID

- A. The bidder shall review and comply with the requirements of the ITB and ensure that all required information is provided and required forms are executed and returned with its bid.
- B. A bid shall contain the original signature of an individual who is authorized to bind the bidder. The original signature shall be provided on the Solicitation, Offer and Award Form (1st page) and on all other bid documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable, except in cases where the bidder submits its bid through the City's eProcure system.

I-15 WITHDRAWAL OF BID

- A. A bidder may withdraw its bid from consideration at any time prior to the bid opening by notifying the Purchasing Agent in writing of such withdrawal.
- B. Subsequent to the commencement of the bid opening procedure, a bidder may withdraw its bid from consideration if the price bid was substantially lower than other bids due solely to a mistake therein, provided: (i) that the bid was submitted in good faith; (ii) that the mistake was a clerical mistake as opposed to a mistake in judgment and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid; and (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Purchasing Agent's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
- C. Subsequent to the commencement of the bid opening procedure, if a bid contains both clerical and judgment mistakes, a bidder may withdraw its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, which was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
- D. The bidder shall give notice in writing of his claim of right to withdraw within two (2) business days of the conclusion of the bid opening procedure and shall submit original work papers, documents, and materials with such notice. The bidder shall submit the notice and documents to the Purchasing Agent.

I-16 LATE BIDS

All submissions must be received by the bid due date and time stated herein. The City will not accept any bid received after the deadline and shall return any late bid to the bidder.

I-17 PROTESTS AND APPEALS

Information regarding protests and appeals is provided in Article G, Chapter 3, Title 3 of the Alexandria City Code.

I-18 TERMINATION

- A. Non-Appropriation of Funds: This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
- B. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of:
1. The actual cost of any work, labor or materials performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus ten percent (10%), or
 2. The pro rata percentage of completion based upon the Schedule of Values plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof.
- C. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this paragraph. The City shall have the right of audit (and Contractor shall have the obligations) insofar as they pertain to amounts claimed to be due hereunder.

D. Termination for Default:

1. The parties agree that If the Contractor fails to begin the work when required to do so; or
 2. If, at any time during the progress of the work, the City determines that the Contractor is not prosecuting the work with reasonable speed and diligence, or is delaying the work unreasonably or unnecessarily; or
 3. If the force of workmen or the quality or quantity of material furnished is not sufficient to insure completion of the work within the Contract period and in accordance with the Contract documents; or
 4. If the Contractor fails to make prompt payments to suppliers or to subcontractors for the work performed about this Contract; or
 5. If the Contractor fails in any manner of substance to observe the provisions of this Contract; or
 6. If any of the work, machinery, or equipment is defective and is not replaced as herein provided; then the City, without prejudice to any other rights or remedies it may have hereunder, shall have the right to declare the Contractor in default in whole or in part. In the event the City elects to declare the Contractor in default, the City shall notify the Contractor and its sureties by written notice describing the nature of the default and providing the Contractor a right to cure such default within ten (10) calendar days after the date of the notice, or within such longer period as the City, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the City, the City shall have the right to take any actions necessary to correct or complete the work, provided however, that if the Contractor is declared to be in default under this paragraph more than twice during the course of performance of this Contract, then upon the third or subsequent such default, the City may proceed to terminate the Contract without further notice to the Contractor or the surety, whether such prior default(s) shall have been cured.
- E. The parties further agree that If legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and to potentially subject the City to the peril of litigation or outside claims; or
1. If the Contractor is adjudicated bankrupt or makes an assignment for the benefit of creditors; or
 2. If in any proceeding instituted by or against the Contractor, an order is made or entered granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or
 3. If a receiver or trustee is appointed for the Contractor or the Contractor's property; or
 4. If this Contract or any part hereof is sublet without the prior written consent of the City; or
 5. If this Contract or any rights, monies, or claims hereunder are assigned in whole or in part by the Contractor, otherwise than as herein specified; or
 6. If the work to be done under this Contract is abandoned; then, without prejudice to any other rights or remedies the City may have, the City shall have the right to terminate this Contract immediately, upon written notice to the Contractor.

- F. Immediately, but no later than three (3) business days after receipt of notice of termination under subparagraphs of this section, the Contractor shall discontinue all further operations about the work, or such specified part thereof, and shall immediately vacate the site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.
- G. If the Contractor defaults or neglects to perform the work in accordance with the Contract documents and fails within a three (3) business days period after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may, without prejudice to the other rights the City may have, correct such defaults or deficiencies by such means and in such manner, by contract with or without public letting, or otherwise as it may deem advisable, utilizing for such purpose without additional cost to the City such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable and may take any or all of the following actions:
1. Delete part or parts of the work from this Contract and contract to have it performed by others;
 2. Supplement the Contractor's work force;
 3. Withhold payments due the Contractor and use such payments to satisfy any claims for monies owed by the Contractor about the project;
 4. Replace or repair any defective work, machinery or equipment; or
 5. Terminate the Contract.
- H. The Contractor and its sureties shall bear all costs associated with completing or correcting the work, including without limitation, the cost of re-letting, the amount of any liquidated damages, and all costs incurred about the actions listed in this Section. Any costs incurred in connection with completing or correcting the work shall be deducted from the amounts then or thereafter due the Contractor. In the event, such amounts are not sufficient to cover the costs incurred about completing or correcting the work, the Contractor and its surety shall pay to the City the amount of any deficiency.
- I. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

I-19 SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH

The City is committed to increase the opportunity for utilization of small, minority and women owned business in all aspects of procurement and have adopted a policy for

increasing that participation. This policy is set forth in Sections 3-3-111 and 12-4-6 of the Code of the City of Alexandria. The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its program.

I-20 DRUG-FREE WORKPLACE

- A. Drug-Free Workplace: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. Definition: For the purposes of this Section, "drug-free workplace" means a site for the performance of work done about this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

I-21 AUDIT AND PRICE ADJUSTMENT

- A. Audit: All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following final payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.
- B. Price Adjustment for Defective Cost and Pricing Data: If any price, including profit or fee, negotiated in connection with this Contract or any change order or modification under this Contract, was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

I-22 SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES

This Contract shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an

assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Contract.

I-23 ENTIRE AGREEMENT

The Contract Documents constitute the entire agreement among the parties pertaining to the work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

I-24 ROYALTIES AND PATENTS

The Contract sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and hold harmless the City and the architect, their officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City and the architect, their officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the work.

I-25 SURVIVAL

Any provision of the Contract that contemplates performance subsequent to any termination or expiration of the Contract shall survive any termination or expiration of the Contract and shall remain in full force and effect according to their terms.

I-26 NON-WAIVER

The failure of the Contractor or the City to exercise any right, power or option arising under this Contract or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof or a waiver by the Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

I-27 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

During the performance of any Work, the Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

I-28 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

A. The Contractor shall be required to:

1. Commence work under the Contract within 10 days after the Contractor receives Notice-to-Proceed;
2. Prosecute the work diligently; and
3. Complete the entire work ready for use not later than ninety (90) calendar days after the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

I-29 MATERIAL & WORKMANSHIP

- A. All equipment, material and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. Reference in the specifications to equipment, material, articles or patented processes by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article or process that, in the judgment of the COR, is equal to that named in the specifications, unless otherwise specifically provided in this Contract.
- B. The Contractor shall obtain the COR's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the COR: the name of the manufacturer; the model number; and other information concerning: the performance, capacity, nature and rating of the machinery and other mechanical equipment. When required by the Contract or the COR, the Contractor shall also obtain the COR's approval of the material or articles which the Contractor contemplates incorporating into the work. When directed to do so, the Contractor shall submit samples for approval at its expense and with all shipping charges prepaid. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- C. All work under this Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

I-30 SUPERINTENDENCE BY THE CONTRACTOR

At all times during performance of this Contract, and until the work is completed and accepted, the Contractor shall directly superintend or assign and have on the work a competent superintendent who is satisfactory to the COR and has authority to act for the Contractor.

I-31 SITE INVESTIGATION AND CONDITIONS

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the situations outlined below.
1. Conditions bearing upon transportation, disposal, handling and storage of materials;
 2. The availability of labor, water, electric power and roads;
 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 4. The conformation and condition of the ground; and
 5. The character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertaining from an inspection of the site, including all exploratory work done by the City as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to the City.
- B. The City assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the City; nor does the City assume any responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agent before the execution of this Contract unless that understanding or representation is expressly stated in this Contract.

I-32 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT UTILITIES & IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs and grass) on or adjacent to the work site which are not to be removed and which do not unreasonably interfere with the work required under this Contract. The Contractor shall remove trees only when specifically authorized to do so and shall avoid damaging vegetation that will remain in place.
- B. The Contractor shall protect from damage all existing improvements and utilities:
1. At or near the work site, and
 2. On adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, which are the result of a failure to comply with the requirements of this Contract or a failure to exercise reasonable care in performing work. If the Contractor fails or refuses to

repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

I-33 OTHER CONTRACTS

The City may undertake or award other contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other contractors and with City employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by the COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City employees.

I-34 OPERATION AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on City premises to areas authorized or approved by the COR. The Contractor shall hold and save the City, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (i.e., storage shed, shops, offices) and utilities may be erected by the Contractor only after approval by the COR and these shall be built with labor and materials furnished by the Contractor without expense to the City.
- C. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor, at its expense, upon completion of the work. With the written consent of the Contracting Officer the buildings and utilities may be abandoned by the Contractor in which case they need not be removed.
- D. The Contractor shall, as approved by the COR, use only established roadways, or use temporary roadways constructed by the Contractor at its expense, when and as authorized by the COR. When it is necessary to cross curbs or sidewalks the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks or roads.

I-35 CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work or premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the City. Upon completing the work, the Contractor shall leave the work area in a clean, neat and orderly condition satisfactory to the COR.

I-36 ACCIDENT PREVENTION

- A. In performance of this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment and avoiding work interruptions. For these purposes the Contractor shall: provide appropriate safety barricades, signs and signal lights; and

ensure that any additional measures the COR determines to be reasonably necessary for these purposes are taken.

- B. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract which results in death, traumatic injury, occupational disease, or damage to property, supplies, materials or equipment. The Contractor shall report this data in the manner prescribed by the COR.
- C. The COR shall notify the Contractor of any non-compliance with these requirements and of the corrective action required. This notice when delivered to the Contractor or the Contractor's representative at the site of the work shall be deemed sufficient notice of the non-compliance and corrective action required. The Contractor shall immediately take corrective action after receiving notice. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- D. The Contractor shall be responsible for its subcontractors' compliance with this clause.

I-37 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City. The Contractor shall carefully conserve any utilities furnished without charge.
- B. The Contractor, at its expense and in a workmanlike manner satisfactory to the COR, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for determining charges. Before final acceptance of the work by the City, the Contractor shall remove all the temporary connections, distribution lines, meters and associated paraphernalia.

I-38 INSPECTION OF SUPPLIES

- A. Definition. "Supplies" as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, and products and supplies by lots.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering supplies under this Contract and shall tender to the City for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with Contract requirements.
- C. The City has the right to inspect and test all supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance.

- D. The City has the right either to reject or require correction of non-conforming when they are defective in material or workmanship or are otherwise not in conformity with Contract requirements. The City may reject non-conforming supplies with or without disposition conforming supplies instructions. The Contractor shall remove supplies rejected or required to be corrected. However, the COR may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing corrective action taken.
- E. The City shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the Contract. City failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the City for non-conforming supplies.
- F. Inspections and tests by the City do not relieve the Contractor of responsibility for defects or other failures to meet Contract requirements discovered before acceptance. Acceptance shall be conclusive except for latent defects, fraud, or as otherwise provided in the Contract.
- G. If acceptance is not conclusive for any of the reasons in paragraph above, the City, in addition to any other rights and remedies provided by law or any other provisions of this Contract, shall have the right to require the Contractor:
1. At no increase in Contract price, to correct or replace the defective or non-conforming supplies at the original point of delivery or at the Contractor's plant at the COR's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the COR. The Contracting Officer may require a reduction in Contract price if the Contractor fails to meet such delivery schedule; or
 2. Within a reasonable time after receipt by the Contractor of notice of defects or non-conformance, to repay such portion of the Contract as is equitable under the circumstances, if the COR elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation costs. If the Contractor fails to perform or act as required in (1.) above, and does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the COR specifying such failure, the City has the right to contract or otherwise replace or correct such supplies and charge the Contractor with the cost occasioned thereby.

I-39 ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the Contracting Officer, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the City, or if the Contract price is increased to such an extent that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer, the Contractor shall furnish promptly such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the work contemplated by this

Contract. Failure of the Contractor to promptly provide additional security as may be required may be grounds for termination for default.

I-40 SITE VISIT

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Contract, to the extent such information is reasonably obtainable. In no event, will failure to inspect the site constitute grounds for a claim after award of the Contract.

I-41 COMMERCIAL WARRANTY CLAUSE

The Contractor agrees that the supplies or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Contract.

I-42 DISCOUNT FOR PROMPT PAYMENT

About any discount offered for prompt payment, time shall be computed from the date of completion of and acceptance of services or the delivery and acceptance of supplies. For purposes of computing the discount earned, payment shall be considered to have been made on the date the City check was mailed.

SECTION J: LIST OF ATTACHMENTS

- J-1 Bidder's Reference Sheet
- J-2 Required Information Form
- J-3 Certified Statement of Non-Collusion Form
- J-4 Disclosure Relating to City Officials and Employees
- J-5 Equal Employment Opportunity Agreement
- J-6 No Bid Form
- J-7 Sub-Contractor's List
- J-8 Vendor Information Form

The following attachments are separate uploaded PDF files:

Appendix A, Itemized Scope of Work

Appendix B1, SOW Key Plan No. 1

Appendix B1, SOW Key Plan No. 2

Appendix D1, Construction Drawings

Appendix D2, Construction Drawings

Appendix D3, Construction Drawings

Appendix E, Geo-Technical

Appendix F, Archaeology

Appendix G1, Original Drawings L6-3

Appendix G2, Original Drawings L6-5

Appendix G3, Original Drawings S-1

Appendix G4, Original Drawings S-4

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

K-1 VENDOR REGISTRATION – CITY ERP SYSTEM

If selected Bidder is not already registered as an active vendor in the City’s automated vendor data base, the Bidder shall be required to complete the included Vendor Information Form and submit with an up-to-date W-9 prior to Contract Award.

K-2 VENDOR REGISTRATION – CITY ePROCURE SYSTEM

If selected Bidder is not already registered as an active vendor in the City’s eProcure System, the Bidder shall be required to complete the vendor registration on eProcure (<http://eprocare.alexandriava.gov/bsol/>) and submit Internal Revenue Service W-9 form.

K-3 If the Bidder is not registered and does not have an active vendor number, prospective Bidder may still submit a response, however, all required registrations shall be completed prior to award of any Contract. Failure to complete and provide proof of required registrations may be basis for rejection of proposal if it is not supplied to City within fifteen (15) days from notice of intent to award.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

L-1 BID SUBMISSION

A. For hard copy Bids, the Bidder shall deliver one (1) printed, signed original of the Bid (including all completed and signed required submittals and signed addenda), and one (1) USB thumb-drive containing an exact copy of the signed original Bid (including all completed and signed required submittals and signed addenda) in PDF format to

the address listed above. The envelope containing the Bid shall be marked on the front with the legend “ITB Enclosed – ITB Number 00000661, Restorations and Renovations to the African-American Heritage Park” and the name of the Bidder.

- B. For electronic Bids, the Bidder shall submit the Bid (including all completed and signed required submittals and signed addenda) through the City’s eProcure system at <http://eprocure.alexandriava.gov/bs/>.
 - C. Bidders shall be required to execute the offer portion located on the front page of this solicitation. Bids that are not signed by the authorized Bidder in block 17 on the first page shall be considered non-responsive and shall not be accepted.
 - D. Bidders shall submit all completed forms required by this solicitation including, but not limited to:
 - 1. Attachments – See Section J
- L-2** All submissions must be received by the Bid due date and time stated above. The City will not accept any Bid received after the deadline and shall return any late Bid to the Bidder. The City does not accept any Bid received by facsimile or electronic mail (email). Any Bid received by facsimile or email will not be considered by the City and shall be returned to the Bidder.
- L-3** It is the Bidder’s responsibility to submit questions regarding the ITB to the Purchasing Division. To receive a written response from the City, all questions regarding the ITB must be submitted in writing and received by the City by **4 p.m., prevailing local time, April 19, 2017** Questions shall be: (1) emailed to the attention of Michael F. Hauer at procurement@alexandriava.gov; (2) faxed to 703.838.6493; or (3) mailed or delivered to City of Alexandria Purchasing Division, 100 North Pitt Street, Suite 301, Alexandria, Virginia 22314. Any submission of questions related to the ITB shall include the reference “**ITB # 00000661, Restorations and Renovations to the African-American Heritage Park**” and the name of the person submitting the question(s). Bidders are advised that oral explanations or instructions given by City personnel during the bidding process or at any time before the issuance of a Contract are not binding on the City. After issuing the ITB, the only information binding on the City is information that is conveyed through a written addendum to the ITB. Written addenda will be issued when additional information is deemed necessary and when the lack of such information may be prejudicial to uninformed prospective Bidders. All addenda must be signed by Bidders and returned with their Bids.
- L-4** Any revisions to the ITB shall be made only by addenda issued by the Purchasing Agent. All addenda to the ITB shall be available on the City’s website at <http://eprocure.alexandriava.gov/bs/>.
- L-5** The Bidder shall review and comply with the requirements of the ITB and ensure that all required information is provided and required forms are executed and returned with its Bid.

- L-6** A Bid shall contain the original signature of an individual who is authorized to bind the Bidder. The original signature shall be provided on all Bid documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable, except in cases where the Bidder submits its Bid through the City's eProcure system.
- L-7** The City may request at any time that a Bidder provide information, references, and other documentation or information relating to a determination of responsibility. A Bidder's failure to furnish the required information may constitute grounds for a finding of the Bidder's non-responsiveness and/or non-responsibility.

SECTION M: EVALUATION FACTORS FOR AWARD DETERMINATION AND ACTUAL AWARD

- M-1** The City is using the competitive sealed bid method of source selection for this purchase, as authorized by the Alexandria City Code. If an award(s) is made, the City will issue a Contract(s) to the lowest responsive and responsible Bidder(s) that complies with all provisions of the ITB, provided the bid price is reasonable and it is in the City's best interests to accept it.
- M-2** The City reserves the right to make partial awards, multiple awards, or an aggregate award or to reject any or all Bids in response to the ITB or subsequent Task Orders.
- M-3** The Purchasing Agent also reserves the right to reject all Bids received in response to the ITB or any Bid received in response to the ITB.
- M-4** The City reserves the right to waive informalities. The Purchasing Agent shall have the sole discretion and judgment to determine if a Bid is responsive and whether an error in or an omission of any ITB requirement from a Bid is material.
- M-5** No Contract shall be issued by the City until the two (2) Business Day period has elapsed and no notice of Bid withdrawal has been received. If a timely notice of Bid withdrawal is received from the apparent low Bidder, no Contract shall be issued until the Purchasing Agent has determined whether to allow the withdrawal of the Bid.
- M-6** The Purchasing Agent's execution of a Offer and Award Form located on the front page of the ITB constitutes acceptance of the Bid, and the acceptance shall bind the Bidder to the Contract.
- M-7** A Notice of Award shall be issued to the successful Bidder and a Notice of Non-Award shall be issued to the unsuccessful Bidder(s) and shall identify the successful Bidder and the total price at which the Contract(s) was issued.
- M-8** The City's Purchase Order shall serve as a payment document. The Purchase Order number shall be shown on all invoices and correspondence pertaining to the Contract. No Work shall begin prior to the issuance of a Purchase Order and Notice to Proceed, if required.

J-1 BIDDER'S REFERENCE SHEET

Bidders are required to provide at least three (3) references for work of similar sizes and scope to this ITB.

Contract Number	Date(s) of Work	Contract Description	Contract Dollar Amount	Point of Contact: Address, Phone, Email

J-2, REQUIRED INFORMATION FORM

Each Bidder submitting a response to this Invitation to Bid is to provide the following information:

- 1. Minority Business Firm Yes [] No [] Partnership Yes [] No []
 Small Business Firm Yes [] No [] Corporation Yes [] No []
 Sole Proprietorship Yes [] No []

2. Sole proprietorships and partnerships are to provide the following information:
 Name _____

Address _____

City _____

State _____

Partnerships are to provide this information for all partners.

- 3. If the Bidder is a corporation, provide the following:
 State of Incorporation _____ Charter number of the Virginia Certificate of
 Authority _____ Date of Incorporation _____

Foreign corporations desiring to transact business in the State of Virginia shall register with the State Corporation Commission in accordance with Section 13.1-757 of the Code of Virginia, as amended.

- 4. Each corporation is to provide the names of the following officers:
 President _____

Vice-President _____

Secretary _____

Treasurer _____

Registered Agent _____

 Bidder's Name

 Bidder's Authorized Signatory

 Date

 Name and Title of Authorized Signatory

J-3, CERTIFIED STATEMENT OF NON-COLLUSION

A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person that is required to submit this statement that knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any Proposal submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

Bidder's Name

Bidder's Authorized Signatory

Date

Name and Title of Bidder's Authorized Signatory

J-5, EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The contractor hereby agrees:

- (1) Not to discriminate against any employee or applicant for employment because race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, or handicap, except as is otherwise provided by law.
 - (2) Implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the commission and approved by the city council.
 - (3) To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.
 - (4) To notify each labor organization or representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.
 - (5) To submit to the city manager and the city's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the city manager.
 - (6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business, factors to be considered include but are not limited to, the following:
 - A. the overall size of the contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
 - B. the type of the contractor's operation, including the composition and structure of the contractor's work force; and
 - C. the nature and cost of the accommodation needed.
- Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- (7) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
 - (8) In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the city's human rights commission and certification of such finding by the city manager, the city council may terminate or suspend or not renew, in whole or in part, this contract.

Bidder's Name

Bidder's Authorized Signatory

Date

Name and Title of Bidder's Authorized Signatory

J-6

CITY OF ALEXANDRIA, VA
DEPARTMENT OF FINANCE
PURCHASING DIVISION

NO BID FORM – SOLICITATION ITB 0000661

ATTENTION: BIDDERS WHO ARE NOT BIDDING ON THIS CONTRACT

As part of our continuing efforts to improve our procurement practices, we would appreciate feedback from vendors who are not participating in our solicitations. If you are not submitting a response, please take a moment to indicate on the enclosed request which of the following best describes the reason(s) you have not proposal.

(Check one)

- _____ 1. My company does not sell the product(s) or service requested.
- _____ 2. The specifications were unclear and/or appear to be written around a competitor's products. (If you check this, please describe and attach information about your product or service).
- _____ 3. The solicitation submission date did not allow us adequate time to prepare and submit a proposal. (Please explain. Understanding your needs will help us ensure that we provide adequate time generally for a proposal response to be prepared. Depending upon the circumstances, the City can extend the deadline if we are advised)
- _____ 4. My company is not in a position, for business reasons, to handle the order/project now.
- _____ 5. The general terms and conditions for this contract are not acceptable to my company. (Please explain).
- _____ 6. Our experience on previous City contracts was not satisfactory. (Please explain).
- _____ 7. Other (please explain).

Your Information:

Company Name, Address, & # of Emp.

Please Indicate Whom We May Contact:

Name _____

Phone _____

Note: Additional detail can be noted on reverse side or on separate sheet, but please include item# as part of continued explanations.

J-7, CITY OF ALEXANDRIA

SUB-CONTRACTOR’S LIST

The following list provides the name of the prime contractor and their 1st tier subcontractors who shall perform the work about Solicitation ITB 00000661 and its resulting Contract. The general type of work to be performed and the approximate percentage of the total work per prime and 1st tier subcontractor shall be annotated. (Note: The prime contractor may be required to perform a percentage of the total work with their own forces as required in the proposal documents).

VENDOR NAME	TYPE of WORK	% of TOTAL WORK
Prime Contractor		
1 st Tier Sub-Contractors		
TOTAL % OF CONTRACT AMOUNT		100%

Submitter Information (Party authorized to enter the Contract)

NAME	
TITLE	
COMPANY	
SIGNATURE/DATE	

NEW
 CHANGE

J-8, VENDOR INFORMATION FORM

Vendor Name: _____

GENERAL MAILING ADDRESS

Address line 1 _____

Address line 2 _____

City _____

State _____ Zip _____ Web Address: _____

REMIT TO MAILING ADDRESS

Address line 1 _____

Address line 2 _____

City _____

State _____ Zip _____

POINT OF CONTACT (please print clearly)

NAME _____

TITLE: _____

PHONE #: _____ FAX #: _____

EMAIL: _____

TAX ID or SOCIAL SECURITY #: _____

1099 (check one by clicking in box) YES NO

NAME ON CHECK: _____

If submitter is an individual: 3 references for like work must be provided.

**** SUBMIT THIS COMPLETED FORM ALONG WITH A CURRENT W-9 ****