Institute for Advanced Learning and Research

Asphalt Entrance Drive Repair

Institute for Advanced Learning and Research
150 Slayton Avenue, Danville, VA
Project No. 50105948
February 7, 2019

Submitted By:
Dewberry
551 Piney Forest Road
Danville, Virginia 24540
434-797-4497
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The Institute for Advanced Learning and Research (“IALR” or “Owner”) invites bids pursuant to the Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq., from qualified contractors for asphalt and concrete paving for IALR’s parking lot as described in the Contract Documents (“Project”). The selection process shall be competitive sealed bidding.

A. Scope of Work: The Project shall include asphalt and concrete paving as detailed in the Drawings and Specifications prepared by Dewberry Engineers, Inc. and attached as Exhibit A to this Invitation to Bid (“ITB”).

B. Bid Proposals: Sealed Bids must be mailed or hand delivered to:
Institute for Advanced Learning and Research
Attn: Procurement Office
Atrium Reception Desk/Procurement
150 Slayton Avenue
Danville, VA 24540

Sealed bids must be received at this location no later than 2:00 p.m. local time on March 8, 2019. Bids received after 2:00 p.m. local time on March 8, 2019 will be rejected. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.

C. Contract or Contract Documents: The Contract Documents will consist of: (i) this ITB, the Instructions to Bidders, any subsequently issued Addenda to this ITB; (ii) the completed and signed Bid For and Bid Bond (if required); (iii) the Asphalt and Concrete Paving Agreement attached as Exhibit B to this ITB; (iv) the Owner’s General and Supplementary Conditions attached as Exhibit C to this ITB; (v) the Drawings and Specifications prepared by Dewberry Engineers, Inc. and attached as Exhibit A to this ITB; (vi) the Performance and Payment Bonds (if required); (vii) any Change Orders or Change Directives; and (viii) any Modifications to the Contract. Each Bidder is solely responsible for making sure
that such Bidder has obtained and reviewed the complete set of Contract Documents, including any Addenda to this ITB, before submitting a bid. Prospective Bidders are responsible for checking IALR’s website or contacting Pam Patterson at pam.patterson@ialr.org to inquire about any Addenda that may be issued. IALR will not be responsible if the ITB and/or any Addenda are not received by potential Bidders.

D. Submission of Bids: Bids shall be submitted on the Bid Form attached as Exhibit D, completed in full in ink or typewritten (one copy only). Bids shall be enclosed in a sealed envelope, addressed to the Owner, and be clearly marked “Bid for Asphalt and Concrete Paving for IALR Parking Lot.” The Bidder’s name and address shall also be clearly marked on the envelope. No other information is to be included on the outside of the envelope. IALR will not be responsible for the premature opening of improperly addressed, labeled or misidentified Bids. In addition to submitting a signed and completed Bid Form, each Bidder is to submit a signed and completed copy of this ITB and a signed copy of the Minority & Women-Owned Business, Small Business, and Service Disabled Veteran Business Certification Form, which is attached as Exhibit E to this ITB. All Bids submitted in response to this ITB are subject to and shall be deemed to incorporate by reference the terms, conditions, provisions, and requirements of the Contract Documents. Bids and other required bidding documents shall be signed by an authorized representative of Bidder. Bidder agrees that its Contract performance shall be in strict conformance with the Contract Documents.

E. Bid Bond; Security: Pursuant to Virginia Code § 2.2-4336, each Bid with a Base Bid in excess of $100,000 shall be accompanied by a Bid Bond, payable to the Owner, in the amount of five percent of the total Base Bid. The Bid Bond shall be in substantially the same form as attached hereto as Exhibit F and shall be issued by a surety authorized to transact business in the Commonwealth of Virginia having a rating of A-XII or greater and listed in the most recent Federal Registry of Sureties maintained by the United States Treasury. When the Agreement is executed with the successful Bidder, the bid bonds of the other Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Labor and Materials Payment Bond and Performance Bond have been executed and approved, after which the Bid Bond will be returned. Pursuant to Virginia Code § 2.2-4338, a certified check, cashier’s check, or cash escrow in the face amount required for the bond may be used in lieu of a sealed surety Bid Bond.

F. Bid Opening: The Bids will be opened in a public opening of Bids at the designated time and location and read aloud at that time and place.

1. The Owner will evaluate the Bids and award the Contract after due consideration of the Bid amounts and the criteria set forth herein and in the Instructions to Bidders, including without limitation the ability of the Contractor to complete the Project in the allotted time.
2. The Owner may waive any informalities or irregularities, cancel this invitation to bid, reject any or all Bids, and/or rebid the Project at any time prior to the award of the Contract.
3. Any Bid may be withdrawn or modified prior to the scheduled time for the opening of Bids.
4. Any Bid received after the time and date specified shall not be considered and will be returned to the Bidder unopened.
5. Unless otherwise noted, no Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should the Contract not be awarded within this specified time period, the time may be extended by mutual agreement of the Owner and the Bidder.

G. Contract Award: Any award will be made to the Lowest Responsive and Responsible Bidder. To determine the Lowest Responsive and Responsible Bidder who may be awarded a Contract for the Work, the criteria set forth in or requested pursuant to this ITB and the Instructions to Bidders may be considered.

H. Legal Compliance; Licenses: Bidders and all subcontractors are required to comply with all applicable city, state, and federal laws, ordinances, and regulations; and are required to be properly licensed under Virginia Code § 54.1-1100, et seq.
I. Withdrawal of Bid Due to Error: Bids may not be withdrawn for a period of sixty (60) calendar days after the opening of bids unless the Bid is substantially lower than the other bids because of a clerical error as defined in Virginia Code § 2.2-4330. Pursuant to Virginia Code § 2.2-4330(B)(1), the Bidder shall give to the Owner notice in writing of the Bidder’s claim of right to withdraw the bid within two (2) business days after the opening of bids and shall submit the original work papers, documents, and material used in the preparation of the Bid with such notice. Other applicable provisions of Virginia Code § 2.2-4330 shall apply to any errors in bids or any requested withdrawal due to errors in Bids.

J. Negotiation With Lowest Bidder: If award of a Contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, then under the provisions of Virginia Code §2.2-4318, the Owner reserves the right to negotiate with such Bidder to obtain a contract price within the available funds.

K. Time of Completion: Bidder agrees to obtain Substantial Completion for this project within 60 consecutive calendar days after the date specified in the “Notice to Proceed.” In addition, Bidder further agrees to obtain Final Completion for this project within 30 consecutive calendar days of the date of Substantial Completion. All bidders are cautioned that time is of the essence in completing the Project and that the Owner will suffer loss or damages if the Project is not substantially and finally completed within the periods of time stipulated in the Project schedule found in the Contract Documents. By bidding on the Project, each Bidder certifies that it can complete the Project in the allotted time.

L. Liquidated Damages: Bidder agrees to pay as Liquidated Damages the sum of $500.00 for each consecutive calendar day that the Project extends beyond the designated date for Substantial Completion. In addition, Bidder further agrees to pay the sum of $500.00 for each consecutive calendar day that this Project extends beyond the date of Final Completion.

M. Inquiries: If any potential Bidder has questions about the submission requirements or the Project, the Respondent should contact the person designated below in writing as soon as possible but no later than three working days before the bid due date. All questions regarding the procurement procedure shall be submitted in writing to Pam Patterson, Executive Administrative Assistant, Institute for Advanced Learning & Research, 150 Slayton Avenue, Danville, VA 24540, pam.patterson@ialr.org. All technical questions regarding the Contract Documents shall be submitted in writing to Shawn Harden, Dewberry Engineers, Inc., 551 Piney Forest Road, Danville, Virginia 24540, sharden@dewberry.com, with a copy provided to Pam Patterson at pam.patterson@ialr.org.

N. Addenda: Any interpretations, amendments, corrections or revisions to this ITB will be made only by written Addendum issued by IALR. Interpretations, amendments, corrections or revisions of this ITB made in any other manner will not be binding, and Bidders must not rely upon such interpretations, amendments, corrections or revisions. Bidders are solely responsible for ensuring that they have any and all Addenda issued prior to submitting their Bids. IALR disclaims any responsibility for a Bidder’s failure to receive any Addenda.

O. Certification: Bidder’s signature on your the Bid Form and this ITB certifies that you have either inspected the job site or voluntarily declined the inspection, are aware of the conditions under which the work must be accomplished, that you are aware of and understand the requirements for the Project, and that you fully understand this solicitation. It is the responsibility of each Bidder to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the Contractor of any responsibilities under any contract. Claims, as a result of failure to inspect the job site or failure to obtain clarification of requirements, will not be considered by the IALR.
P. Retainage: Pursuant to Virginia Code § 2.2-4333, any Contract awarded pursuant to this Invitation to Bid shall be subject to a 5% retainage.

Q. Bonding; Security: Pursuant to Virginia Code § 2.2-4337, if the Contract Sum exceeds $100,000, then a performance bond in the amount of the Contract Sum and in substantially the same form as Exhibit G and a payment bond in the amount of the Contract Sum and in substantially the same form as attached hereto as Exhibit H will be required from the successful Bidder. The performance and payment bonds shall be issued by a surety authorized to transact business in the Commonwealth of Virginia having a rating of A-XII or greater and listed in the most recent Federal Registry of Sureties maintained by the United States Treasury. Pursuant to Virginia Code § 2.2-4338, a certified check, cashier’s check or cash escrow in the face amount otherwise required for the bond may be utilized in lieu of a bond.

R. Award Announcement: If an award of a Contract is made, Notice of the Award will be made by posting a notice on the IALR website. Posting on IALR’s website is the only notice that will be provided of the award or decision to award a contracts pursuant to this ITB.

S. Non-Discrimination; Drug-Free Workplace: The successful Bidder shall comply with the nondiscrimination provisions of Virginia Code § 2.2-4311 and the drug-free workplace provisions of Virginia Code § 2.2-4312.

T. Faith-Based Organizations: Pursuant to Virginia Code § 2.2-4343.1, be advised that the IALR does not discriminate against faith-based organizations.

U. SCC Registration: Pursuant to Virginia Code § 2.2-4311.2, the Bidder must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.

By submitting a Bid, each Bidder agrees that this is a solicitation of Bids and each Bidder agrees to be solely responsible for the cost or expense of its Bid and IALR shall have no responsibility for such costs or expenses.

The undersigned hereby certifies that no person interested in this Bid is directly or indirectly interested in or connected with any other Bidder or Bid for said Work, and no representative, officer, or employee of the Owner is directly or indirectly interested therein, or in any portion thereof.

The undersigned hereby certifies that this Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or so that such other person shall refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference, with any person, to fix the Bid price of the undersigned or of any other Bidders, or to fix any overhead, profit or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner or any person interested in the proposed Contract; and that all statements contained in said Bid are true. The Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement with any other Bidder concerning any matter relating to this Bid.

The undersigned hereby certifies that neither it nor its agent nor any other party on its behalf has paid or agreed to pay, directly or indirectly, a person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agrees that no such money or reward shall be hereafter paid.
The undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any public body in the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any public body in the Commonwealth of Virginia. Bidder has attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

NAME AND ADDRESS OF BIDDER:

__________________________________  DATE: _______________________________

__________________________________  BY: ________________________________ (SIGNATURE)

__________________________________  NAME: ______________________________ (PLEASE PRINT)

EMAIL: ___________________________  TITLE: _____________________________

PHONE: ____________________________

STATE CONTRACTOR’S LICENSE CLASS: ______

STATE CONTRACTOR’S LICENSE NUMBER: _________________________________

FEIN: ______________________________

VIRGINIA SCC NUMBER (IF ANY): ________________________________

**LATE PROPOSALS WILL BE REJECTED**
Institute for Advanced Learning and Research
Asphalt and Concrete Paving for IALR Parking Lot Project
Invitation to Bid No. 2019-02-02

Instructions To Bidders

1. DEFINITIONS

1.1 The terms “IALR” or “Owner” are interchangeable and shall mean the Institute for Advanced Learning and Research. IALR’s Authorized Representative is Mr. Mark Gignac, Executive Director. Mr. Gignac has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every invitation to bid, contract, purchase order, change order, or other award issued by IALR with respect to this Project. Any contracts or contract modifications contrary to this provision shall be void and IALR shall not be bound thereby.

1.2 The term “Contract” or “Contract Documents” shall mean and include: (i) the Invitation to Bid (“ITB”), these Instructions to Bidders, any subsequently issued Addenda to the ITB; (ii) the completed and signed Bid Form and Bid Bond (if required); (iii) the Asphalt and Concrete Paving Agreement attached as Exhibit B to the ITB; (iv) the Owner’s General and Supplementary Conditions attached as Exhibit C to the ITB; (v) the Drawings prepared by Dewberry Engineers, Inc. and attached as Exhibit A to the ITB; (vi) the Performance and Payment Bonds (if required); (vii) any Change Orders or Change Directives; and (viii) any Modifications to the Contract.

1.3 The term “Agreement” shall refer to form Asphalt and Concrete Paving Agreement attached as Exhibit B to the ITB.

1.4 The term “General Conditions” shall refer collectively to Owner’s General and Supplementary Conditions attached as Exhibit C to the ITB.

1.5 The term “Addenda” in the Contract Documents shall mean written or graphic instruments issued by the Owner prior to execution of the Contract which modify or interpret the Contract Documents by changes, additions, deletions, clarifications, or corrections.

1.6 The term “Architect” or “Engineer” in the Contract Documents shall mean Dewberry Engineers, Inc. The authorized representative for the Engineer is Shawn Harden.

1.7 The term “Bid” in the Contract Documents shall mean a complete and properly signed Bid to carry out the Project in accordance with the Contract Documents. Bids must be submitted using the Bid Form attached as Exhibit D to the Invitation to Bid. The “Base Bid” shall refer to the lump sum fixed price Bid submitted by the Bidder to perform all the Work required by the Project in accordance with the Contract Documents. The “Contract Sum” shall refer to the lump sum fixed price stated in the Agreement for which the Contractor agrees to perform all the Work required by the Project in accordance with the Contract Documents.

1.8 The term “Bidder” in the Contract Documents shall mean the person, firm or corporation interested in submitting a Bid or who has actually submitted a Bid.

1.9 The term “Bid Form” shall refer to the form attached as Exhibit D to the Invitation to Bid and to be used by Bidders in submitting Bids for the Contract.
1.10 The term “Bonds” or “Security” shall mean the bid bond, the performance bond, and the payment bond, or suitable substitute therefore, required by Virginia Code §§ 2.2-4336 to 4338 and the Contract Documents if the Base Bid and/or Contract Sum exceeds $100,000. Bonds must be in substantially the same form as attached as Exhibits F, G, and H to the ITB. Each Bond shall be issued by a corporate surety authorized to transact business in the Commonwealth of Virginia having a rating of A-XII or greater and listed in the most recent Federal Registry of Sureties maintained by the United States Treasury. Bonds also must comply with all other requirements of the Virginia Code and Contract Documents.

1.11 The term “Contractor” in the Contract Documents shall mean the person, firm or corporation entering into a written agreement with IALR to perform Work in connection with the Project.

1.12 The term “Project” shall mean the asphalt and concrete paving of IALR’s parking lot as described in the Contract Documents.

1.13 The term “Responsive Bid” in the Contract Documents shall mean a Bid that conforms in all material respects to the Invitation to Bid. A “Responsive Bidder” is a Bidder who submits a Responsive Bid.

1.14 The term “Responsible Bidder” shall mean a Bidder who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified.

1.15 The term “Lowest Bidder” shall mean the Bidder who has submitted a lowest lump sum fixed-price for completing the Project, without regard to whether the Bid is responsive or the Bidder is responsible.

1.16 The term “Lowest Responsible Bidder” shall mean the Responsible Bidder who has submitted a lower Responsive Bid than any other Responsible Bidder.

1.17 The terms “Drawings, Specifications and other Instruments of Service,” “Drawings and Specifications,” and “Drawings” shall mean those plans, specifications, drawings, diagrams, elevations, sections, details, schedules, and other technical materials, prepared by the Architect for use by the Contractor in the Work, including without limitation the Drawings and Specifications attached as Exhibit A to the ITB.

1.18 The term “Subcontractor” shall mean a person, firm, partnership, corporation or other entity having a direct contract with the Contractor or with any other Subcontractor for the performance of any portion of the Work.

1.19 The term “Work” shall mean the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

2. OWNERSHIP OF CONTRACT DOCUMENTS

2.1 All Contract Documents prepared and/or furnished by the Architect or Owner shall be the exclusive property of the Owner and shall not be used for any other project(s).

3. EXAMINATION OF SITE AND CONTRACT DOCUMENTS
3.1 Each Bidder is responsible for examining carefully the site of the Work and the Contract Documents relating to the Work. By submitting a Bid, the Bidder represents that it has examined and considered the conditions to be encountered at the Project site, the character, quality, and quantities of Work to be performed, the material to be furnished, and other requirements of the Contract Documents. The Bidder waives any claim, defense, or objection arising from a failure to have done any such examination, from failures in the performance of any such examination, or based on site conditions.

3.2 Each Bidder shall promptly notify, in writing, the Owner’s Authorized Representative of any ambiguity, inconsistency, or error which may be discovered upon examination of the Invitation to Bid, these Instructions to Bidders, any Contract Documents, and/or any other related documents.

3.3 Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all Contract Documents. To the extent practicable, the terms and conditions of the Contract Documents will be read consistently with each other. In the case of conflict between the terms and conditions of the Contract Documents, the Order of Precedence of the Contract Documents shall be as follows: (i) the Agreement, including any Modifications, Change Orders or Change Directives; (ii) the Drawings and Specifications; (iii) the General Conditions; (iv) the completed and signed Bid Form; (v) any Addenda; (vi) the Invitation to Bid and Instructions to Bidders; and (vii) the Bonds.

4. INTENT

4.1 Owner will require that the successful Bidder perform a complete and satisfactory job in accordance both with the Contract Documents and with the highest standards of skill applicable to firms in the construction trade or industry.

4.2 The Contract Documents shall be interpreted and construed to call for finished work, tested and ready for operation or use by IALR and its employees, agents, researchers, invitees, and licensees.

4.3 The entire Work provided for in the Drawings and Specifications and other Contract Documents is to be accomplished even though every item and minor detail for the proper installation and successful operation of the entire Project may not be mentioned in the Contract Documents. All work not specifically described in the Contract Documents, yet required to produce a fully functional and properly operating Project, shall be provided by Contractor even though every item or minor detail for the proper installation or successful operation of the entire Work is not mentioned in the Contract Documents.

4.4 The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless written request has been received by the Architect at least ten (10) days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth the changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect’s decision of approval or disapproval of a proposed substitution shall be final.

4.5 This will be a fixed-price contract. All costs and expenses connected with the Work must be included in the lump sum Bid.

4.6 Each Bidder acknowledges and agrees that it has taken into account in its Bid the requirements of the Contract Documents, local conditions, surface and subsurface, conditions, availability of material,
equipment, labor, and any other factors which may affect the performance of the Work. Each Bidder agrees and warrants that it will complete the Work not later than the time period indicated for completion, time being of the essence.

5. QUESTIONS CONCERNING CONTRACT DOCUMENTS

5.1 All questions regarding the procurement procedure shall be submitted in writing to Pam Patterson, Executive Administrative Assistant, Institute for Advanced Learning & Research, 150 Slayton Avenue, Danville, VA 24540, pam.patterson@ialr.org. All technical questions regarding the Contract Documents shall be submitted in writing to Shawn Harden, Dewberry Engineers, Inc., 551 Piney Forest Road, Danville, Virginia 24540, sharden@dewberry.com, with a copy provided to Pam Patterson at pam.patterson@ialr.org.

6. ADDENDA

6.1 Any significant changes, including corrections of omissions and discrepancies, which may be made to the Contract Documents will be in the form of Addenda. Only the Owner has authority to issue Addenda. The Owner expressly disclaims responsibility for Bidder’s failure to obtain any Addenda. Bidder is solely responsible for obtaining a copy of any and all Addenda issued by the Owner or Architect. Bidders shall acknowledge receipt of any Addenda on their Bid Forms.

7. PREPARATION OF BIDS

7.1 Bids must be submitted upon the Bid Form. Except as may be otherwise noted, the blank spaces in the Bid Form must be filled in and no changes may be made in the language of the Bid Form. Bid Forms shall be completed and signed in ink.

7.2 Any alterations to the Base Bid must be made on the Bid Form in the spaces provided. The alterations must be made prior to Bid submittal and the sealing of the Bid envelope. Alterations shall be dated and signed. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid documents, or irregularities of any kind, may be rejected by the Owner as being incomplete and/or non-responsive. NO ALTERATIONS MADE TO THE BASE BID BY NOTATIONS ON THE OUTSIDE OF THE ENVELOPE WILL BE CONSIDERED IN THE REVIEW AND TABULATION OF BIDS OR FOR ANY OTHER PURPOSE.

7.3 Each Bidder shall submit: (i) a signed and completed Bid Form; (ii) if required, a Bid Bond; (iii) a signed and completed copy of the Invitation to Bid; and (iv) the completed and signed Minority & Women-Owned Business, Small Business, and Service Disabled Veteran Business Certification Form.

7.4 The Bidder agrees that the Base Bid submitted in the Bid Form shall remain in effect for a minimum of sixty (60) days after the opening of Bids unless otherwise specified in the Contract Documents.

7.5 Each bid of $100,000 or more must be accompanied by a Bid Bond in an amount equal to five (5%) percent of the maximum possible bid price in accordance with Sections 2.2-4336 and 4338 of the Code of Virginia. The Bid Bond shall be furnished in one of the following forms:

a. Bid Bond made payable to IALR and properly executed by the Bidder as Principal and a corporate surety authorized to transact business in the Commonwealth of Virginia and having a rating of A-XII or greater and listed in the most recent Federal Registry of Sureties maintained by the United States Treasury. The Bid Bond shall be in substantially the same form as attached as Exhibit F to the Invitation to Bid. Attorneys-in-fact who execute Bid Bonds must file with the bond a certified copy of their Power of Attorney.
b. Certified check, cashier’s check, or cash escrow in the face amount required for the Bid Bond and made payable to IALR.

7.6 All Bid Forms and ITBs shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.

7.7 The terms and conditions in this ITB are intended to apply to the resulting Contract and shall supersede any conflicting terms offered by Bidder. Any additional conditions a Bidder intends to be considered must be submitted with the Bid as an exception. Such exceptions may result in a finding that the Bid is ‘non-responsive’, negating possibility of an award to that Bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

8. SUBMISSION OF BIDS

8.1 The Bid Form and any information required to be submitted as part of the Bid shall be enclosed in a sealed, opaque envelope and addressed as follows:

Institute for Advanced Learning and Research
Attn: Procurement Office
Atrium Reception Desk/Procurement
150 Slayton Avenue
Danville, VA 24540

8.2 The Bidder is responsible for timely delivery at the location designated for receipt of Bids on or before March 8, 2019, at 2:00 p.m. Bids received after 2:00 p.m. on March 8, 2019, will be rejected.

8.3 Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.

8.4 Bids shall be enclosed in a sealed envelope, addressed to the Owner, and be clearly marked “Bid for Asphalt and Concrete Paving for IALR Parking Lot.”. The Bidder’s name and address shall also be clearly marked on the envelope. No other information is to be included on the outside of the envelope.

8.5 The Bidder certifies that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement with any other Bidder concerning any matter relating to this Bid.

8.6 The Bidder may amend or withdrawal a bid prior to the Opening of Bids.

9. WITHDRAWAL OF BID

9.1 Bids may not be withdrawn for a period of sixty (60) calendar days after the opening of Bids unless the Bid is substantially lower than the other bids because of a clerical error as defined in Virginia Code § 2.2-4330. Pursuant to Virginia Code § 2.2-4330(B)(1), the Bidder shall give to the Owner notice in writing of the Bidder’s claim of right to withdraw the bid within two (2) business days after the opening of bids and shall submit the original work papers, documents, and material used in the preparation of the Bid with such notice. Other applicable provisions of Virginia Code § 2.2-4330 shall apply to any errors in bids or any requested withdrawal due to errors in Bids.
10. **OPENING OF BIDS**

10.1 IALR will not be responsible for the premature opening of improperly addressed, labeled, or misidentified Bids.

10.2 Bids will be opened and read aloud at the time, date and place stated in the Invitation to Bid and, unless otherwise provided by law, the contents made public.

10.3 The agent of the Owner, whose duty it is to open the Bids, will decide when the specified time for opening Bids has arrived.

11. **REJECTION OF BIDS**

11.1 IALR reserves the right to cancel the Invitation to Bid or to reject any or all Bids should cancellation or rejection be deemed in the best interest of IALR and consistent with the Virginia Public Procurement Act. IALR also reserves the right to waive any informalities in any Bid.

11.2 Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Contract may cause the rejection of all Bids in which that Bidder is interested.

11.3 Should no “Notice of Award” be issued by IALR within sixty (60) consecutive, calendar days of the date Bids are opened, all Bids will be deemed rejected.

11.4 The Bid Bonds will be returned to all unsuccessful Bidders after IALR and the successful Bidder have executed the Contract. Should a Bid not be accepted by IALR within sixty (60) consecutive calendar days after the opening of Bids, or within such other time specified in the Bid Documents, each Bidder may obtain its Bid Bonds from IALR.

12. **EVALUATION OF BIDS**

12.1 To determine the Lowest Responsive and Responsible Bidder with respect to this bid, the following items may be considered so as to protect the interest of IALR:

a. The total lump sum fixed-price in the Bid (i.e., the Base Bid).

b. The ability, capacity and skill of the Bidder to perform the Work required by the Contract Documents or provide the services and/or items required.

c. Whether the Bidder can perform the Work required by the Contract Documents promptly and within the time specified, without delay or interference.

d. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.

e. The quality of performance of previous contracts or services.

f. The equipment and facilities available to the Bidder to perform the Work required by the Contract Documents or provide the services and/or items.

g. The sufficiency of the financial resources and ability of the Bidder to perform the Work required by the Contract Documents or provide the services and/or items.

h. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required.

i. The number and scope of any conditions contained in the Bid.

j. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid and these Instructions, life cycle costing, value analysis, and other criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, suitability for a particular purpose.
12.2 The Bidder shall be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Contract Documents, including without limitation Subcontractors.

12.3 IALR may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work. IALR may require additional information, clarification and/or presentations from any Bidders after opening and reviewing the Bids. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work described therein.

12.4 IALR intends to award a Contract to the Lowest Responsive and Responsible Bidder provided the Bid has been submitted in accordance with these Instructions to Bidders and does not exceed the funds available. If no Bid is lower than funds available for the Project, Owner reserves the right to negotiate with the apparent low Bidder pursuant to Virginia Code § 2.2-4318. Should the Owner determine that the Bid submitted by the Lowest Responsible Bidder is higher than available funds, it shall promptly invite the apparent low Bidder in writing to negotiate a lower contract price. This may involve changes in either the features or scope of the Work. Negotiations with such Bidder may include reducing the quantity or quality of the Work, or other cost saving mechanisms. The objective of the negotiations will be to secure a contract that completes the Project within available funds. Owner may negotiate with the apparent low Bidder to obtain a contract within available funds for a period not to exceed sixty (60) consecutive, calendar days from the day it issues said written invitation to negotiate. If an acceptable contract can be negotiated, any changes to the Work agreed upon in the negotiations will be itemized in a Modification and included in the Contract Documents. If an acceptable contract cannot be negotiated, the Owner shall terminate negotiations and reject all Bids.

12.5 Within sixty (60) consecutive, calendar days after the Bid Opening date, IALR may issue a written “Notice of Award.” The successful Bidder shall be required, within ten (10) consecutive, business days after receiving the “Notice of Award” to execute the Contract.

13. CONTRACT EXECUTION

13.1 The Bidder shall, immediately upon request of the Architect after notification of selection for award of the Contract, furnish the following:
   a. designation of the Work to be performed with the Bidder’s own forces; and
   b. names of subcontractors and other persons or entities proposed to perform portions of the Work.

13.2 The successful bidder shall be required, within ten (10) consecutive, business days after receipt of the Notice of Award, to return the signed Agreement and furnish to IALR all other required documents related to the Contract including without limitation:
   a. Performance Security
   b. Labor and Material Payment Security
   c. Certificates of Insurance
   d. Contractor’s Certification as to Licensure of Subcontractors Form.

13.3 A Performance Security and a Labor and Material Payment Security each in the amount of one hundred percent (100%) of the Contract amount for all contracts in excess of $100,000 in accordance with Virginia Code §§ 2.2-4337 and 4338, shall be furnished by the successful Bidder in one of the following forms:
   a. A Performance Bond and a Labor and Material Payment Bond made payable to IALR, properly executed by the successful bidder as Principal and a corporate surety authorized to transact business
in the Commonwealth of Virginia and having a rating of A-XII or greater and listed in the most recent Federal Registry of Sureties maintained by the United States Treasury. The performance and payment bonds shall be in substantially the same forms as attached as Exhibits G and H to the ITB. Attorneys-in-fact who execute the bonds must file with each bond a certified copy of their Power of Attorney.

b. Certified check, cashier’s check or cash escrow in the face amount required for the Performance Security and the Labor and Material Payment Security each made payable to IALR.

13.4 Upon the execution of the Contract and approval of the Performance and Payment Securities, the Bid Bond shall be returned to the successful Bidder. Should the successful Bidder fail or refuse to execute the Contract or furnish the required Performance and Payment Securities within the stipulated time, the Bid Bond or other security shall be due and paid to IALR and IALR shall be entitled to collect the Bid Bond or other security. In addition, IALR may pursue any and all other remedies available to it at law or in equity against said bidder.

13.5 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder to perform Work on the Project. If the Owner or Architect has reasonable objection to a person or entity proposed by the Bidder, the Bidder may, at Bidder’s option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with a proposed adjustment to the Base Bid to cover the difference occasioned by the substitution. The Owner may accept the adjusted Bid price or may disqualify the Bidder. In the event of withdrawal or disqualification, Bid Bond will not be forfeited. The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable objection.

14. **TIME FOR COMPLETION**

14.1 Bidder agrees to obtain Substantial Completion for this Project within 60 consecutive calendar days after the date specified in the “Notice to Proceed.” In addition, Bidder further agrees to obtain Final Completion for this project within thirty (30) consecutive calendar days of the date of Substantial Completion. All Bidders are cautioned that time is of the essence in completing the required Work and that the Owner will suffer loss or damages if the Work is not substantially completed within the period of time stipulated in the Project schedule found in the Contract Documents.

14.2 Pursuant to the Contract Documents, the successful Bidder shall pay as Liquidated Damages the sum of $500.00 for each consecutive calendar day that the Project extends beyond the designated date for Substantial Completion and the sum of $500.00 for each consecutive calendar day that the Project extends beyond the designated date for Final Completion.

15. **ETHICS IN PUBLIC CONTRACTING**

15.1 The provisions, requirements, and prohibitions as contained in Virginia Code §§ 2.2-4367 through 2.2-4377, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this project. The provisions, requirements and prohibitions as contained in Virginia Code §§ 2.2-3100, et. seq. are applicable to this Invitation to Bid.

16. **PROTESTS**

16.1 Unless otherwise provided in the Contract Documents, any Bidder who wishes to protest or object to any award made or other decisions made pursuant to the Invitation to Bid may do so only in accordance with the provisions of Virginia Code §§ 2.2-4357, 4358, 4359, 4360, 4363, and 4364, and only if such is provided for in such Code section.
17. **MISCELLANEOUS**

17.1 No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

17.2 IALR may make investigations to determine the ability of the Bidder to perform or supply the Work as described in this Invitation to Bid. IALR reserves the right to reject any bid if the bidder fails to satisfy IALR that it is qualified to carry out the obligations of the proposed Contract.

17.3 Pursuant to Virginia Code § 2.2-4310, it is the policy of IALR to encourage and facilitate participation by small businesses, minority and women-owned businesses, and service disabled veteran businesses in all aspects of its contracting activities. IALR encourages small businesses, minority and women-owned businesses, and service disabled veteran businesses to respond to this ITB. IALR encourages potential Bidders to use small businesses, minority and women-owned businesses, and service disabled veteran businesses as subcontractors and/or suppliers.

17.4 The successful Bidder shall comply with all applicable local, state, and federal laws, codes, ordinances, policies, procedures, rules, and regulations.

17.5 The Invitation to Bid and all Bids are subject to Virginia Code §2.2-4342 regarding public inspection of records and the procedures a Bidder must follow to protect trade secrets and proprietary information. The designation of an entire proposal or proposal Base Bids as proprietary or trade secrets is not acceptable and may lead to rejection of the Bid.

17.6 Successful Bidder, and any of its Subcontractors, shall, at its or their sole expense, obtain and maintain during the life of the resulting contract the insurance policies and Bonds required in the Contract Documents. Any required insurance policies and bonds shall be effective prior to the beginning of any Work or other performance by successful Bidder, or any of its Subcontractors, under any resultant Contract.

17.7 Pursuant to Virginia Code § 2.2-4311.2, the Bidder must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law. If awarded a contract, the Bidder must not allow its existence to lapse and, if required under the foregoing sentence, must not allow its certificate of authority or registration to transact business in the Commonwealth be revoked or cancelled at any time during the Project.

17.8 Each Bidder is to notify IALR in writing if any of Bidder’s owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of IALR or has any responsibility or authority with IALR that might affect this procurement transaction or any claim resulting therefrom. If so, please provide IALR with the complete name and address of each such person and their connection to IALR.
EXHIBIT B

Institute for Advanced Learning and Research
Asphalt and Concrete Paving for IALR Parking Lot Project

Asphalt and Concrete Paving Agreement

This Agreement dated ____________ ___, 2019, is made and entered into by and between
__________________________________________________, hereinafter referred to as "Contractor", and
the INSTITUTE FOR ADVANCED LEARNING AND RESEARCH, a political subdivision of the Commonwesalth of Virginia hereinafter referred to as "Owner" or "IALR".

RECITALS:

WHEREAS, IALR issued an Invitation to Bid ("ITB") (IALR ITB No. 2019-02-02) for the asphalt and concrete paving of the IALR parking lot ("Project"); and

WHEREAS, the ITB and other Contract Documents incorporated therein and herein contain terms, conditions, requirements, Drawings, and Specifications applicable to the Project; and

WHEREAS, the Contractor was the Lowest Responsive and Responsible Bidder on the Project; and

WHEREAS, IALR has awarded the Contract for the Project to the Contractor; and

WHEREAS, the Contractor has furnished any requisite performance and payment bonds, with surety, each in the amount of One Hundred Percent (100%) of the Contract Sum, payable to IALR as required by the Contract Documents.

Now, therefore, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. Scope of Work

The Contractor shall perform all required Work and shall furnish and provide all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the asphalt and concrete paving of the IALR parking lot (IALR ITB No. 2019-02-02), all in strict accordance with the Contract Documents, the terms which are incorporated herein by reference. It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said Work performed and completed under the direction and supervision of the Contractor and subject to the approval of IALR or its Authorized Representative.

II. Contract Documents

The “Contract” and “Contract Documents” shall include: (i) the ITB, the Instructions to Bidders, any subsequently issued Addenda to the ITB; (ii) the completed and signed Bid Form and Bid Bond (if required); (iii) this Agreement; (iv) the Owner’s General and Supplementary Conditions attached as Exhibit C to the ITB; (v) the Drawings and Specifications prepared by Dewberry Engineers, Inc. and attached as Exhibit A to the ITB; (vi) the Performance and Payment Bonds (if required); (vii) any Change Orders or Change Directives; and (viii) any Modifications to the Contract. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all Contract Documents. To the extent practicable, the terms and conditions of the Contract Documents will be read consistently with each other. In the case of conflict between the terms and
conditions of the Contract Documents, the Order of Precedence of the Contract Documents shall be as follows: (i) this Agreement, including any Modifications, Change Orders or Change Directives; (ii) the Drawings and Specifications; (iii) the General Conditions; (iv) the completed and signed Bid Form; (v) any Addenda; (vi) the Invitation to Bid and Instructions to Bidders; and (vii) the Bonds.

III. Guarantee

All goods, materials and equipment furnished by the Contractor, and all Work performed by the Contractor are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to IALR. These guarantees shall not operate as a waiver of any of IALR’s rights and remedies for default under or breach of the Contract which rights and remedies may be exercised at any time within the period of any applicable statute of limitations. This guarantee shall be in addition to any and all other warranties and guarantees contained in the other Contract Documents.

IV. Substantial Completion; Final Completion

The Contractor shall commence Work under this Contract on the Project on the date specified in the Notice to Proceed issued by the Owner or Architect (“Commencement Date”). The Contractor shall start the Work promptly upon the receipt of the Notice to Proceed and shall prosecute the Work regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents. The Contractor shall obtain Substantial Completion for this Project within 60 consecutive calendar days after the Commencement Date specified in the Notice to Proceed. The Contractor shall obtain Final Completion for this project within thirty (30) consecutive calendar days of the date of Substantial Completion. Time is of the essence in completing the required Work and the Owner will suffer loss or damages if the Work is not substantially and finally completed within the period of time stipulated in the Contract Documents.

V. Fixed Price Contract; Provisions as to Contract Price

A. This is a fixed price Contract. IALR shall pay Contractor the fixed price of $_______ for all Work on the Project (“Contract Sum”). No increase in the Contract Sum shall be made except by a written Change Order, Change Directive, or Modification executed by IALR’s Authorized Representative.

B. The Contractor represents and warrants that he has visited the site and become familiar with and is satisfied as to the general location and site conditions that may affect cost, progress, performance, furnishing, and completion of the Project. The Contractor represents and warrants that he is familiar with and will comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, furnishing, and completion of the Project. The Contractor shall bear all costs resulting from the amount or character of the Work being different, or because the nature of the premises on which the Work is done is different from what was expected or on account of the weather, or similar causes.

C. The Contract Sum may be subject to reductions imposed by IALR for:
   1. Monies expended by IALR for failure of the Contractor to complete all Work items clearly defined in the Contract Documents.
   2. Monies expended by IALR to correct defective Work of the Contractor.
   3. Monies due IALR for damages, delays or disruptions arising from the Contractor’s negligent performance of the Work.
EXHIBIT B

4. Monies due IALR for extra charges or engineering costs attributed to the Contractor’s negligent management of the Work.
5. Monies deducted from the Contract by Change Orders.
6. Monies due IALR for accrued Liquidated Damages.
7. Monies due IALR from the Contractor’s failure to provide required bonds or insurance.
8. Any and all costs incurred by IALR for which the Contractor is at fault.

D. IALR shall provide the Contractor written notice stating the reasons for and amount of all proposed Contract deductions. If practical, IALR will provide the Contractor reasonable time to correct or remedy all claims by IALR prior to monies being withheld.

VI. Payment

A. Unless otherwise agreed, payment to the Contractor shall be made at one time following Final Completion. Payment shall consist of the entire Contract Sum, less any sums the Owner is entitled to deduct. Payment shall be paid by the Owner to the Contractor within thirty (30) days after Final Completion of the Project, provided the Contract has been completely and duly performed and the Owner has accepted in writing all said work. Payment shall not constitute acceptance by Owner of defective or nonconforming Work or a waiver of any warranty.

B. Notwithstanding the foregoing, the Contractor may apply for, and the Owner will consider such applications for, progress payments; provided, however, that the Architect agrees the progress payments are appropriate given the Work completed to date. Progress payments shall be subject to a 5% retainage.

C. Applications for Payment shall be submitted by the Contractor directly to the payment address listed below:
   Institute for Advanced Learning & Research
   ATTN: Accounts Payable
   150 Slayton Avenue
   Danville, VA 24540

VII. Work Hours

Regular working hours shall be between 7:00 am and 7:00 pm, Monday through Friday. Work outside of these hours, on weekends, and on holidays must be pre-approved by IALR’s Authorized Representative.

VIII. Liquidated Damages

A. Pursuant to the Contract Documents, should the Contractor fail to Substantially Complete the Project by the Substantial Completion Date, the Contractor shall pay to the Owner as liquidated damages Five Hundred Dollars ($500.00) for each calendar day thereafter until the Project is Substantially Complete. Should the Contractor fail to Finally Complete the Project by the Final Completion Date, the Contractor shall pay to the Owner as liquidated damages Five Hundred Dollars ($500.00) for each calendar day thereafter until the Project is Finally Complete.

B. The Owner and Contractor acknowledge and agree that the Owner will suffer significant financial loss and other damage if any delays occur in the Substantial Completion and/or Final Completion of the Project. Accordingly, the Owner and Contractor agree to the liquidated damage
provisions in this section. These liquidated damages provisions are not the Owner’s exclusive remedy against the Contractor. The parties acknowledge and agree that the liquidated damages provided in this section are reasonable in amounts under all relevant circumstances, including the nature, dimension, scope, cost and scale of the Project as a whole. The parties agree and acknowledge that the liquidated damages specified in this section are not intended, designed or drafted to penalize the Contractor.

IX. Nonwaiver

Contractor agrees that the IALR’s waiver or failure to enforce or require performance of any term or condition of this Contract or the IALR’s waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar IALR from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar IALR from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

X. Forum Selection and Choice of Law

By virtue of entering into this Contract, the Contractor submits itself to a court of competent jurisdiction in the City of Danville, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

XI. Severability

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall not be affected and all other terms and conditions of the Contract shall be valid and enforceable to the fullest extent permitted by law.

XII. Entire Contract

This Agreement and the other Contract Documents enumerated herein constitute the entire and integrated Contract between the parties and is not severable, except as set forth in paragraph XI, and may be modified only by written agreement properly executed by the parties.

XIII. Assignment

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of IALR. If consent to assign is given by IALR, no such Assignment shall in any way release or relieve the Contractor from any of the covenants, obligations, or undertakings contained in this Contract and the Contractor shall remain liable for the Contract for the entire term thereof.

XIV. Compliance with all Laws

The Contractor shall comply with all federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of the Work set forth herein. The Contractor represents that is possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for the performance of the Agreement prior to the initiation of Work. If the Contractor is a corporation, it further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term
of the Contract. The Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the Work.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

Name of Contractor

By: __________________________
Its: __________________________

(Contractor's Corporate Seal)

INSTITUTE FOR ADVANCED LEARNING AND RESEARCH

By: __________________________
Its: __________________________
EXHIBIT C
Institute for Advanced Learning and Research
Asphalt and Concrete Paving for IALR Parking Lot Project
Invitation to Bid No. 2019-02-02

General and Supplementary Conditions

1. CONDITION OF PREMISES

1.1 Contractor has evaluated and satisfied itself as to the conditions and limitations under which the Work is to be performed including, without limitation (1) the location, condition, layout and physical conditions of the Project site and surrounding area, (2) generally prevailing climatic conditions, (3) availability and cost of materials, tools and equipment, (4) geotechnical data, soil and subsurface conditions, (5) parking, traffic and logistics, and (6) other similar issues. Contractor shall not be entitled to any adjustment in the Contract Time or Contract Sum in connection with its failure to comply with the requirements of, or on account of the conditions of, this subsection.

2. INDEMNITY PROVISIONS

2.1 To the extent permitted by law, the Contractor shall indemnify and hold harmless IALR and its officers, trustees, directors, employees, agents, consultants, and contractors ("IALR Parties") from and against any and all liability, losses, damages, claims, causes of action, suits of any nature (including suits by IALR against the Contractor), costs, and expenses, including reasonable attorneys’ fees and consultants’ fees, resulting from or arising out of the Contractor’s or its agent’s, and/or subcontractor’s: (i) errors, acts, or omissions in the furnishing of goods, materials or services or performing Work under the Contract or any subcontract; (ii) any breaches of the Contract or any subcontract; or (iii) activities or omissions, negligent or otherwise, on the Owner’s property. This indemnity provision covers and includes, without limitation, fines and penalties for violations of federal, state or local laws or regulations; personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.

2.2 While on IALR’s property and in its performance of this Contract, the Contractor shall not transport, dispose of or release any hazardous substance, material or waste, except as necessary in performance of its Work under this Contract. The Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances controlling air, water, noise, solid wastes and other pollution, and relating to the storage, transport, release or disposal of hazardous materials, substances or waste.

2.3 Regardless of acquiescence by IALR, the Contractor shall indemnify, defend, and hold the IALR Parties harmless from all costs, liabilities, fines or penalties, including attorney’s fees, resulting from the Contractor’s violation of section 2.2 and reimburse the Owner for all costs and expenses incurred by the Owner in eliminating orremedying such violations. The Contractor also agrees to indemnify and hold harmless the IALR Parties from any and all costs, expenses, attorney’s fees and all penalties or civil judgments obtained against any of the IALR Parties as a result of the Contractor’s use or release of any hazardous substance or waste onto the ground, or into the water or air from or upon the IALR’s premises.

2.4 The Contractor agrees to defend and save the IALR Parties harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods, materials and/or services or appliances furnished or used in the performance of the Contract, or which the
Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

2.5 The Contractor agrees to waive any and all statutes of limitations and statutes of repose applicable to any controversy or dispute arising out of the preceding sections (2.1, 2.2, 2.3 and 2.4) and the Contractor further agrees that it will not raise or plead a statute of limitations or statute of repose defense against the IALR Parties in any action arising out of the Contractor’s failure to comply with the preceding sections.

2.6 Nothing herein shall limit Contractor’s other indemnification obligations as stated in the other Contract Documents.

3. PERMITS, LICENSES AND REGULATIONS

3.1 The Contractor shall fully comply with all local, state and federal building and fire codes, ordinances, laws and regulations, including without limitation all applicable sections of the Occupational Safety and Health Act (OSHA), the Virginia Uniform Statewide Building Code and Chapter 11 of Title 54.1 of the Code of Virginia (1950), and obtain all required licenses and permits and pay all charges and expenses connected therewith. Contractor will be responsible for securing all necessary licenses, permits and permission from the City of Danville, Virginia and all other federal, state or local government bodies in connection with the Project.

3.2 The Contractor shall be responsible for arranging all inspections by federal, state and local authorities for compliance with all statutory requirements, ordinances and regulations.

4. OWNER AND ENGINEER

4.1 IALR’s Authorized Representative is Mr. Mark Gignac, Executive Director. Mr. Gignac has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every Invitation to Bid, Contract, Change Order, Change Directive, Modification, purchase order, or other award issued by IALR with respect to this Project. Any contracts or contract modifications contrary to this provision shall be void and IALR shall not be bound thereby. Mr. Gignac shall be the only agent of Owner with the authority to extend the Contract Time or increase the Contract Sum; provided, that any such changes will only be effective if made by a prior, written amendment to this Contract. No other IALR officer, agent or employee may extend the Contract Time or increase the Contract Sum. The Owner’s Authorized Representative may be changed at any time upon written notice to Contractor. The Owner’s Authorized Representative also may be referred to herein as the Contract Administrator.

4.2 The Engineer’s authorized representative for is Mr. Shawn Harden. The Engineer’s authorized representative cannot increase the Contract Sum or extend the Contract Time without the prior, written consent of the Owner’s Authorized Representative.

4.3 Nothing in the Contract Documents shall alter the contractual relationship between the Engineer and the Owner.

4.4 All written communications on the Project shall be directed to and include the Owner and all significant issues with respect to the Work and/or this Contract shall be communicated by Contractor directly to Owner in writing. Contractor shall copy the Engineer on all such communications.

4.5 The Engineer shall act as IALR’s representative during the Project. The Engineer shall decide questions, which may arise as to quality and acceptability of materials furnished and Work performed.
The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

4.6 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work.

4.7 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

5. CONTRACT DOCUMENTS AND DRAWINGS

5.1 The general character and scope of the Work are illustrated by the Drawings and Specifications. The Contractor shall verify that all drawings and plans accurately reflect actual conditions. If the Contractor deems additional detail or information to be needed, s/he will be responsible for obtaining such detail or information. The Contractor shall carry out the Work in accordance with the Drawings and Specifications and any additional detail drawings and instructions.

5.2 Contractor acknowledges that prior to execution of the Contract, it has met with the Owner and Engineer to review the design for the Work and to identify, address and resolve ambiguities, conflicts, issues and questions, if any, regarding the intended nature and scope of the Work. The description of the Work in further detail by the Engineer or the Owner subsequent to the execution of this Contract, shall entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time, only to the extent that such later description constitutes a “Material Change” in the Work, which is defined as any one of the following: (i) work of a materially different nature, character, scope or quality (other than refinement), than that set forth in and or reasonably inferable from the Contract Documents listed in the Contract and/or identified to Contractor in the meetings and discussions involving the Contractor and Owner and/or Engineer prior to the execution of this Contract, as reflected in the meeting minutes or reports provided to or prepared in connection with such meeting; or (ii) a later description of the Work which involves work expressly excluded from the Contract Sum as set forth in the Contract Documents; or (iii) additional work that is required because of a change in applicable laws, codes or regulations enacted after the execution of this Contract (except those scheduled to go into effect subsequent to the execution of the Contract about which the Contractor has knowledge). The Contractor shall evaluate and assess the Drawings, Specifications and other descriptions of the Work prepared by the Engineer as and when they are issued by the Engineer and shall notify the Owner and Engineer in writing, within fourteen (14) days of the receipt of the applicable design document if the Contractor believes that such design document includes a Material Change. As promptly as possible thereafter, the Contractor shall also identify to the Owner, in writing, the amount of the increase in the Contract Sum and/or Contract Time that the Contractor claims is needed as a result of the alleged Material Change and shall meet with and assist the Owner and Engineer in evaluating the situation.

5.3 The apparent silence of these Specifications and any supplemental specifications as to any detail or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices of the trade are to prevail and correct type, size and design are to be used. All interpretations of these Specifications shall be made on the basis of this statement.

5.4 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions
5.5 The Contract Documents shall be interpreted and construed to call for finished work, tested and ready for operation or use by Owner and its employees, agents, invitees, and licensees.

5.6 In case of conflict in the Contract Documents, the Engineer shall interpret or construe the Contract Documents so as to assure the most substantial and complete performance of the Work.

6. **PERSONNEL**

6.1 The Contractor shall assign to the Work and the Project a qualified project manager who shall be subject to the reasonable approval of the Owner and Engineer. Once appointed and approved, no such individual shall be replaced on the Project or Work without the prior consent of the Owner’s Authorized Representative. The Contractor shall notify the Owner, in writing, of any proposed changes in the staffing for the Project or Work, including the reason(s) for proposing such change.

6.2 Only reliable workers shall be employed as laborers. Should any person employed on the Project by the Contractor appear to the Owner to be incompetent or disorderly, such person shall be removed from the Project immediately upon proper notice to the Contractor from the Owner. Such person shall not again be employed for this Contract.

6.3 Contractor shall be responsible for the errors, acts, and omissions of its employees and agents, and the employees and agents of any subcontractors, while on IALR premises or performing any work associated with the contract. Contractor’s personnel will be required to comply with all rules and regulations governing the access to and use of IALR’s premises. Contractor shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under the contract. It shall be Contractor’s responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer’s instructions and guidelines and within all local, state and federal regulations. It shall be Contractor’s responsibility to ensure its employees and its subcontractor’s employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of Contractor and/or subcontractors. The safety of Contractor’s and subcontractor’s employees is the exclusive responsibility of Contractor and subcontractors. IALR reserves the right to request the removal of any of Contractor’s employees or agents or any of subcontractor’s employees or agents from the construction site at any time for reasonable cause. Contractor or the subcontractor shall have such employee leave the premises upon receipt of such request.

7. **PERFORMANCE**

7.1 The Contractor shall be responsible for directing the Work with a high level of competence and efficiency. The Contractor is solely responsible to the Owner for ensuring that the finished Work complies with the Contract Documents. The Contractor shall be solely responsible for health and safety precautions and programs for workers, patrons, pedestrians and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Owner, Engineer, or any other person or entity whatsoever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or responsibility for health and safety programs and precautions for patrons, pedestrians, workers and others.

7.2 Prior to beginning Work the Contractor shall submit a construction progress schedule showing the order in which the Contractor proposes to carry out the Work, including dates at which the Contractor will start the various parts of the Work and estimated date of completion of each part.
7.3 Contractor shall also submit a schedule of payments anticipated to be earned during course of Work.

7.4 The Contractor is required to schedule and perform all Work on the Project in a manner that minimizes disruption of operations to the IALR campus.

7.5 The Contractor shall be responsible for determining the location of underground utilities. IALR does not make any representation with regard to their location. The Contractor assumes full responsibility for the location of all underground utilities.

7.6 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner. In case of conflict between Drawings and Specifications, the most stringent shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor’s risk.

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

7.8 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

7.9 The Contractor shall provide at its expense the testing and inspection services required by the Contract Documents.

7.10 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness.

7.11 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.12 If any Work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for observation and replaced at the Contractor's expense.

7.13 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and
testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

7.14 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will protect the persons who may be affected thereby, protect all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and protect other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

7.15 Contractor shall remove and transport any removed asphalt and other construction waste or debris to a Contractor-provided dumpsite upon removal. No removed asphalt or other construction waste or debris shall be stock piled on IALR’s premises.

7.16 After the completion of the Project, all property including but not limited to, roads, drives, paths, parking lots, easements and lawns damaged by the Contractor's actions shall be restored to the same condition or better at the time of the Notice to Proceed. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or substandard conditions.

7.17 The Contractor shall provide adequate protection for all structures at the site. Any damage to IALR owned facilities by the Contractor shall be repaired or replaced at the Contractor’s expense and to the complete satisfaction of IALR.

7.18 The Contractor will provide and post “No Parking” signs and directional/detour signs in appropriate locations as approved by IALR’s Authorized Representative.

7.19 Contractor shall clean the premises daily, including disposal of all waste. Contractor shall maintain the parking lots and sidewalks around the Project site in a reasonably clean condition and shall comply with all erosion control, stormwater runoff and dust control ordinances and regulations. Contractor shall remove all spillage arising from performance of the Work from such areas and shall establish a regular maintenance program to minimize accumulation of dirt and dust upon such areas.

7.20 On completion of the Work covered by any of the sections of this Project, the Contractor for said section shall clean up the entire premises occupied by his operations, and this area shall be left neat and clean of trash, debris, piles of earth, waste materials or equipment. All surplus materials and equipment, trash, debris, and other foreign matter shall be disposed of as directed by the Engineer or Owner. The entire project or sections thereof shall be made ready for the Owner's use, and the Contractor shall assist as may be necessary in placing any equipment furnished under the contract in proper operating condition.

7.21 Materials removed from the site shall be legally disposed of by the Contractor.

8. **SUBCONTRACTORS**

8.1 The Contractor shall not be released from any part of its liabilities or obligations under the Contract should any Subcontractor fail to perform in a satisfactory manner the work undertaken by him.
8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, and of all Subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the Subcontractors and suppliers.

8.3 Before any portion of the services shall be subcontracted, the Contractor shall furnish IALR the names, qualifications and experience of their proposed subcontractor. IALR must be afforded the right to refuse any subcontractor that the Contractor has selected. The Contractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

8.4 The Contractor shall not change any Subcontractor, person or entity previously approved if IALRF makes reasonable objection to such change.

8.5 If IALR accepts, or fails to object to, any proposed Subcontractor, person or entity proposed by Contractor, such acceptance or failure to object shall not constitute a guarantee of such Subcontractor’s, person’s, or entity’s performance by IALR, nor shall it alleviate Contractor of responsibility for Subcontractor’s actions in performance of the Work.

9. SUBMITTALS AND SHOP DRAWINGS

9.1 Engineer’s and/or Owner’s approval of Submittals and/or Shop Drawings shall not be construed as permitting any departure from Contract requirements, authorizing any increase in the Contract Sum or extension of the Contract Time, or relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist or for any deviation from the requirements of the Contract Documents in the performance of the Work. Submittals and Shop Drawings include: (i) all drawings, diagrams, illustrations, brochures, schedules, shop drawings, documents, samples, and other data required by the Contract Documents which are prepared by or for the Contractor, Subcontractor, or supplier, and submitted by the Contractor to illustrate the material, equipment or layouts, or some other portion of the Work; (ii) fabrication, erection and setting drawings, manufacturers’ standard drawings, schedules, descriptive literature, catalogs, brochures, performance and test results or data, and all other descriptive data pertaining to the materials and equipment as required to demonstrate compliance with the Contract requirements; and (iii) other materials related to or concerning Work identified in the Drawings and Specifications.

10. CHANGES IN THE WORK

10.1 A Change Order shall be based upon agreement among the Owner and Contractor; a Change Directive may be issued by the Owner and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Engineer alone. Any change in the Work which will result in an increase or decrease in the Contract Sum or change in the Contract Time must be approved in writing by the Owner’s Authorized Representative.

10.2 Requests for Change Orders shall be evaluated by the Engineer; provided, however, the Owner shall make the final determination on all Change Orders and Change Directives. Contractor shall comply with any Change Directives issued by the Owner.

10.3 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
10.4 No Change Order, Change Directive, or other Modification to any of the Contract Documents shall waive, modify, release or invalidate any condition or provision of the Contract or obligation of Contractor unless such waiver, modification, release or invalidation is expressly stated in the written Change Order, Change Directive, or other document modifying the Contract Documents.

10.5 No change increasing the Contract Sum or extending the Contract Time will be made without the prior, written approval of the Owner’s Authorized Representative.

11. STOP WORK ORDER

11.1 Should the Contractor fail to follow the Contract Documents or perform the Work, the Contract Administrator may stop the Work at any time. The Contractor shall suspend work upon receiving a written “Stop Work Order” from the Contract Administrator. After the Contractor has received a written “Stop Work Order,” the Work and Contract Time shall not again be started until a written “Resume Work Order” is received by the Contractor.

12. COMPLETION OF WORK; LIQUIDATED DAMAGES

12.1 All Work shall be completed in accordance with the terms, timeframes and deadlines required by the Contract Documents. The Contractor will be liable for any and all damages sustained as a result of any breach of the Contract, including abandonment of the Contract and delayed Substantial or Final Completion of the Project. In the event that the Contractor has not Substantially Completed the Project within 60 consecutive calendar days after the issuance of the Notice to Proceed or Finally Completed the Project within thirty (30) consecutive calendar days after Substantial Completion, the Owner will assess liquidated damages pursuant to Section 12.3 below and (A) deduct such damage from retainage, progress payments, Performance Security or from any obligation then or subsequently due the Contractor or (B) issue a written notice to the Contractor reducing the Contract Sum by the amount of said damages, or both. In addition to liquidated damages for delay, the Contractor will also be liable for any and all actual damages sustained as a result of any breach of the Contract other than by delay, including abandonment of the Contract.

12.2 Should any neglect, unnecessary delay or failure to follow the Contract Documents occur which make it apparent that the Contractor will not complete the Work, the Owner may declare the Contract void and have the Work completed and charge the cost thereof to the Contractor.

12.3 The Owner and Contractor acknowledge and agree that time is of the essence and that the Owner will suffer significant financial loss and other damage if any delays occur in the Substantial Completion and/or Final Completion of the Project. Accordingly, the Owner and Contractor agree to the liquidated damage provisions in this section. These liquidated damages provisions are not the Owner’s exclusive remedy against the Contractor. The parties acknowledge and agree that the liquidated damages provided in this section are reasonable in amounts under all relevant circumstances, including the nature, dimension, scope, cost and scale of the Project as a whole. The parties agree and acknowledge that the liquidated damages specified in this section are not intended, designed or drafted to penalize the Contractor. Should the Contractor fail to Substantially Complete the Project by the Substantial Completion Date, the Contractor shall pay to the Owner as liquidated damages Five Hundred Dollars ($500.00) for each calendar day thereafter until the Project is Substantially Complete. Should the Contractor fail to Finally Complete the Project by the Final Completion Date, the Contractor shall pay to the Owner as liquidated damages Five Hundred Dollars ($500.00) for each calendar day thereafter until the Project is Finally Complete. Contractor agrees that the Owner’s exercise of its option under this Agreement to use and occupy all or any portion of the Work prior to its Substantial Completion or final
completion shall not toll, waive or diminish in any way the liquidated damages for which Contractor shall be responsible under this Agreement. The liquidated damages set forth above apply only to damages resulting from the Contractor’s failure to achieve Substantial Completion or Final Completion of the Work by the applicable Contract Time and do not limit or preclude Owner from recovery of any damages of any kind, type or nature to the extent they result from any other breach of contract, negligence or other action or omission of Contractor or its subcontractors, including, but not limited to, any defective, substandard or deficient Work. The Contractor waives any defenses to the validity of this liquidated damages provision including, but not limited to, on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

13. PAYMENT PROVISIONS

13.1 This is a fixed price Contract. No increase in the Contract Price shall be made except by a written amendment executed by Owner’s Authorized Representative and Contractor. The limitation on increases for fixed price contracts contained in Virginia Code § 2.2-4309 applies to this Contract.

13.2 The Contractor represents and warrants that he has visited the site and become familiar with and is satisfied as to the general location and site conditions that may affect cost, progress, performance, furnishing, and completion of the Project. The Contractor represents and warrants that he is familiar with and will comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, furnishing, and completion of the Project. The Contractor shall bear all costs resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected or on account of the weather, unknown conditions, or other similar or unexpected causes.

13.3 To insure proper performance of the Contract, IALR shall retain five percent (5%) of each payment until final acceptance of all work covered by the Contract. The Contractor may request that this retainage be paid into an escrow account pursuant to Section 2.2-4334 of the Code of Virginia (1950), as amended.

13.4 Requests for progress payments will be submitted to the Engineer for review. Owner will make any Engineer-approved progress payments, less 5% retainage, to the Contractor approximately 30 days after the Contractor’s Application for Payment has been approved by the Engineer.

13.5 In taking action on the Contractor’s Applications for Payment, the Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted or other supporting data; that the Engineer has made exhaustive or continuous on-site inspections; or that the Engineer has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contractor.

13.6 The Engineer will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. Owner is entitled to reimbursement from Contractor for amounts paid to the Engineer for any additional inspections.

13.7 The Engineer will perform no more than one (1) inspection to determine whether the Work or designated portion thereof has attained Final Completion in accordance with the Contract Documents. Owner is entitled to reimbursement from Contractor for amounts paid to the Engineer for any additional inspections.
14. **PAYMENTS TO SUBCONTRACTORS**

14.1 The Contractor shall take one of the two following actions within seven (7) consecutive, calendar days after receiving amounts paid to the Contractor by the Owner for work performed by any Subcontractor under this Contract:

   (i) Pay the Subcontractor for the proportionate share of the total payment received from IALR attributable to the work performed by the Subcontractor under that subcontract; or

   (ii) Notify IALR and Subcontractor, in writing, of the Contractor's intention to withhold all or a part of the Subcontractor's payment and explain the reason for nonpayment.

14.2 The Contractor shall pay interest at the rate of one (1) percent per month to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) consecutive, calendar days following receipt by the Contractor of payment from IALR for work performed by the Subcontractor under that subcontract, except for amounts withheld as allowed in subsection (ii) above.

14.3 The Contractor shall insert in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

14.4 The Contractor’s obligation to pay an interest charge to a Subcontractor pursuant to this Section shall not be construed to be an obligation of the Owner. This Contract may not be modified for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

14.5 Contractor shall indemnify, defend and hold the IALR Parties harmless for any claims, demands, damages, losses and expenses, including, without limitation, reasonable attorney’s fees, resulting from failure of the Contractor to make prompt payments to all persons supplying the Contractor with equipment, labor, tools or materials in prosecution and completion of the Work provided for in the Contract. In the event of such claims, Owner may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Contract.

14.6 Contractor agrees that neither payment, final or otherwise, partial or entire occupancy of the premises by IALRF or IALR, nor acceptance of the Work under this Contract shall be an acceptance of any Work which does not conform to the requirements of the Contract, nor shall such acceptance, occupancy, or payment relieve Contractor of any responsibility for any errors or omissions in connection with the Project, operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, or operate to release Contractor from any obligation under the Contract.

15. **GUARANTEES AND WARRANTIES OF WORK**

15.1 The Contractor warrants that, unless otherwise specified, all material and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in strict accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality found in the asphalt and concrete paving trade or industry and in strict accordance with the Contract Documents and shall be performed by persons highly qualified at their respective trades. In the acceptance or rejection of Work, no allowance will made for lack of skill on the part of workers. Poor or inferior workmanship (as determined by the Owner, Engineer, or other inspecting authorities) shall be removed and replaced to
conform to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Owner, or other inspecting authority, all at the Contractor’s sole expense.

15.2 The Contractor warrants and guarantees the Work against defects or deficiencies in all material and workmanship and shall maintain, repair or replace, at its expense, any Work, material or part that is found by the Owner or the Engineer to be defective, within a period of one (1) year from the date of final acceptance of the Project.

15.3 The Contractor shall review all materials and methods of construction specified or indicated in the Contract Documents, including those recommended by manufacturers, and shall advise the Owner (1) if the specified or indicated material or method deviates from good trade or industry practice, (2) if employing such material or method will violate any warranties, or (3) if the Contractor has any other objection to such material or method. The Contractor shall propose alternative materials or methods for those which violate the warranties or to which the Contractor takes objection, submitting the names of substitute products and relevant data on which he can issue the specified warranty. Should the Contractor fail to notify the Owner of its objections prior to the execution of the Contract, it will be deemed to have agreed to warrant all work specified or shown.

15.4 Work not conforming to these warranties shall be considered defective.

15.5 These warranties and guarantees of material and workmanship are separate and independent from and in addition to any of the Contractor’s other guarantees or obligations that arise out of this Contract or any applicable law. In addition to the foregoing warranties and stipulations, the Contractor shall comply with all other warranties and guarantees noted in any portion of the Contract Documents, the more stringent requirement governing.

15.6 If, within any warranty or guarantee period, defects are noticed by the Owner, which require repairs or changes in connection with the guaranteed Work, those repairs or changes being in the opinion of the Owner rendered necessary as the result of the use of material, equipment, or workmanship which is defective, inferior, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without any expense to the Owner:
   a. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and
   b. Make good all damage to the structure, contents of the structure, site and equipment which in the opinion of the Owner is the result of the use of material, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
   c. Make good any work or material or the equipment and contents of structures or the site disturbed in fulfilling any such guarantee.

15.7 In any case where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs any Work guaranteed under the Contract, it shall restore such Work to a condition satisfactory to the Owner and guarantee such restored Work to the same extent as it was guaranteed under such other Contract.

15.8 If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected by the Owner or other contractor and the Contractor shall be liable for all costs and expenses incurred in doing so.
15.9 Nothing contained in this section shall be construed to shorten any applicable statutes of limitation with respect to any obligations which the Contractor has under the Contract Documents or the law of Virginia, including liability for defective Work.

15.10 All guarantees or warranties of equipment, systems or materials furnished to Contractor or Subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Owner and are (and shall be) assigned to Owner. These warranties are in addition to, not in lieu of, all other warranties and guarantees contained in or required by the Contract Documents.

16. RECORDS AND INSPECTION

16.1 The Contractor shall maintain full and accurate records with respect to all matters covered under this Contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this Contract. The Contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by IALR and its employees, agents or authorized representatives after giving at least three (3) days’ notice to Contractor by IALR. IALR shall have access to such records from the effective date of this Contract, for the duration of the Contract, and for five (5) years after the date of final payment by IALR to the Contractor pursuant to this Contract or any renewal or extension of this Contract. IALR’s employees, agents or authorized representatives shall have access to the Contractor’s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.

17. CORRECTION OF WORK

17.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

17.2 All removal and replacement Work shall be done at the Contractor’s expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

18. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

18.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

19. CONTRACT DISPUTES

19.1 Contractual claims by the Contractor, whether for money or other relief, shall be submitted by the Contractor in writing to the Owner no later than sixty (60) days after final payment. However, written notice of the Contractor’s intention to file such a claim must be given to the Owner’s Authorized Representative at the time of the occurrence or beginning of the work upon which the claim is based. The
Contractor may not institute legal action prior to receipt of Owner’s decision on the claim unless the Owner fails to render such decision within One Hundred Twenty (120) days. The decision of the Owner, when signed by its Executive Director or chairman, shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim initiates legal action as provided in Section 2.2-4364 of the Code of Virginia (1950), as amended. Failure of the Owner to render a decision within One Hundred Twenty (120) days shall not result in any other relief or penalty. The sole result of Owner’s failure to render a decision within One Hundred Twenty (120) days shall be to extend to the Contractor the right to institute immediate legal action. No administrative appeals procedure (other than the mandatory procedure set forth above in this section) pursuant to Section 2.2-4365 of the Code of Virginia (1950), as amended, has been established for contractual claims under this Contract.

19.2 If a claim is made during prior to completion of the Work, Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to payments in accordance with the Contract Documents, except for any amount in dispute.

20. OWNER’S RIGHT TO TERMINATE CONTRACT FOR CAUSE

20.1 If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Owner may immediately terminate the Contract. If the Contractor should refuse, or fail, to: supply enough properly skilled workers or proper materials; make prompt payment to subcontractors or suppliers of material or labor; disregard laws, ordinances or the written instructions of the Engineer or Owner; or otherwise violate any provision of the Contract, the Owner may terminate the Contract, upon five (5) calendar days written notice to the Contractor. The provisions of this section 20.1 shall not limit IALR’s right to terminate the Contract under any other provision of the Contract Documents.

20.2 Notice of termination may be served upon the Contractor by mail or any other means at its last known places of business in Virginia or elsewhere, by delivery to any officer or employee wherever he or she may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) business days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

20.3 Upon termination of the Contract, the Owner shall take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the Project, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.

20.4 If it should be judicially determined that the Owner improperly terminated this Contract for cause, the termination shall be deemed to be a termination for the convenience of the Owner. Termination of the Contract under this section is without prejudice to any other right or remedy of the Owner.

21. TERMINATION BY OWNER FOR CONVENIENCE

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

(a) All amounts then otherwise due under the terms of this Contract.
(b) Amounts due for work performed subsequent to the latest Application for Payment through the date of termination.
(c) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

21.2 In no event shall termination for convenience of the Owner terminate the obligation of the Contractor’s Surety on its payment and performance bonds.

22. OTHER CONDITIONS

(1) ANTI-DISCRIMINATION: During the performance of this Contract the Contractor agrees as follows:
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal 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, notices setting forth the provisions of this nondiscrimination clause.
   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
   d. The Contractor will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over $10,000 in connection with this Contract so that the provisions will be binding upon each subcontractor or vendor.

(2) DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor shall (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees, 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 in connection with this Contract, so that the provisions will be binding upon each subcontractor or vendor.

(3) IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor represents and warrants it does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986 or any other federal law regarding the employment of illegal aliens or undocumented workers.

(4) AVAILABILITY OF FUNDS: A Contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services or services.
IALR’s extended obligations on those Contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

(5) SUBROGATION: Any and all waivers of subrogation by Owner contained in the Contract Documents, including without limitation the General Conditions, are hereby deleted. Any and all binding arbitration provisions contained in the Contract Documents are hereby deleted.

(6) APPLICABLE LAWS AND COURTS: This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation between the parties arising under this Contract shall be brought in a court of competent jurisdiction in the City of Danville, Virginia. The Contractor shall comply with all applicable federal, state and local laws, codes, rules and regulations, including without limitation the Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 through 2.2-4377.

(7) ETHICS IN PUBLIC CONTRACTING: The Contractor represents and warrants the following: (i) neither it nor any of its employees or agents enters this Contract as a result of any collusion or fraud; (ii) neither it nor any of its employees or agents has been offered or received any kickbacks or inducements in connection with this Contract; and (iii) neither it nor any of its employees or agents has conferred on any person having official responsibility for this transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The Contractor shall not offer or give a gratuity of any type to any IALR employee or agent.

(8) DEBARMENT STATUS: The Contractor represents and warrants that it is not currently debarred by the Commonwealth of Virginia from entering into contracts with public bodies for the type of construction and/or services covered by this Contract, nor is it an agent of any person or entity that is currently so debarred.

(9) LICENSE REQUIREMENT; LEGAL COMPLIANCE: The Contractor shall procure at its own expense all necessary licenses or permits to furnish the goods and services required under this Contract and shall conform to all laws, codes, regulations and ordinances applicable to the performance of the Contract, and will pay all applicable federal and state taxes and comply with any law or ordinance. Without limiting the foregoing, the Contractor shall pay any and all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement.

(10) INSURANCE: The Contractor shall, at its sole expense, obtain and maintain during the life of the contract insurance policies of the type, in the amount, and subject to the terms required by IALR, including without limitation: (i) commercial general liability insurance with minimum limits of liability of $2,000,000 combined single limit for any one occurrence; (ii) broad form contractual liability insurance, which shall include the indemnification obligation set forth in this Contract; (iii) workers’ compensation and employer’s liability insurance covering the selected offeror’s statutory obligation under the laws of the Commonwealth of Virginia; and (iv) automobile liability insurance with at least a $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract. Any required insurance policies shall be effective prior to the beginning of any work under this contract. In addition, (i) the Contractor shall furnish IALR a certificate or certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies; (ii) the required certificate or certificates of insurance, excluding those for workers’ compensation and professional liability, shall name IALR and its officers, trustees, directors, volunteers, employees, and agents as additional insureds; (iii) the required certificate or certificates of insurance shall require 30 days
advance, written notice to IALR before being cancelled; and (iv) any insurance company providing
coverage under the contract shall be authorized to do business in the Commonwealth of Virginia.

(11) NO THIRD-PARTY BENEFICIARIES: The parties covenant and agree that: (i) no other
individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of
this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or
entity other than the Owner, IALR or the Contractor; (iii) no other individual or entity shall obtain any
right to make any claim against the Owner or the Contractor under the provisions of this Contract; and
(iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status
on any other individual or entity.

(12) IALR CAMPUS: IALR’s campus will remain open and fully operational throughout all
phases of the Project. The Contractor must perform its work in such a manner that will avoid impacting
IALR’s ongoing operations in other buildings on its campus.

(13) UNREASONABLE/EXCESSIVE CHARGES: Charges which appear to be unreasonable
or which are in excess of either (i) the Contract Price or (ii) any increase in the Contract Price approved in
advance in writing by the Contract Administrator will be researched and challenged, and that portion of
the invoice held in abeyance until the matter is resolved. Upon determining that invoiced charges are not
reasonable or are excessive, IALRF shall promptly notify the Contractor, in writing, as to those charges
which it considers unreasonable and/or excessive and the basis for the determination.

(14) INSPECTIONS: The Contractor shall be responsible for arranging and obtaining all
inspections by federal, state, and/or local authorities that may be necessary during or at the conclusion of
the Project.

(15) FORCE MAJEURE: Neither party shall be liable for any costs or damages resulting from
its inability to perform any of its obligations under the contract due to an event outside the control and not
the fault of the affected party (a “Force Majeure Event”). Examples of a Force Majeure Event include, but
are not limited to, natural disasters, acts of God, terrorism, war, civil disorder, fire, flood, explosion, riot,
labor disputes or strikes (labor disputes with the impacted party’s own employees will not be considered a
Force Majeure Event and will not suspend performance requirements under the contract), any act or order
of any governmental authority, theft, windstorm, water, vandalism, failure of power or utilities, or other
similar causes, beyond the control of the parties which delays or prevents the performance of the
agreement. It is understood that both parties shall exercise due care and prudence to avoid and/or mitigate
the impact of a Force Majeure Event. A Force Majeure Event shall not constitute a breach of contract;
provided, that the party impacted by the Force Majeure Event makes reasonable attempts to overcome the
impact of the Force Majeure Event and comply with the terms of the Contract. If either party is prevented,
wholly or in part, from performing its obligations under this Contract as a result of a Force Majeure
Event, then that party shall immediately give notice to the other party of the Force Majeure Event. Upon
such notice, all obligations of the affected party under the contract which are reasonably related to the
Force Majeure Event shall be suspended until the Force Majeure Event no longer exists. A Force Majeure
Event does not cancel obligations for payments due for services actually provided.

(16) CONFIDENTIALITY: Contractor acknowledges and agrees that it (and any other
persons in his employment) must maintain the confidentiality of all IALR or third party information,
business affairs, programs, partners, vendors, finances, properties, intellectual property, trade secrets,
methods of operation, computer programs, and documents, whether written, oral, or otherwise
(hereinafter referred to as Confidential Information), to which he may come in contact with during or
after the Contract period. Contractor not at any time during or after the term of the contract use or disclose
to any person any Confidential Information and that upon the termination of the contract it will turn over to IALR all documents, papers, and other matter in his possession or control that relate to IALR, including all electronic or hard copies. Contractor further agrees to bind his employees, agents, and subcontractors to the terms and conditions of the contract.

(17) SOVEREIGN IMMUNITY; PUBLIC POLICY: Nothing contained in the Contract Documents is intended to waive, or shall be construed as a waiver of, the sovereign immunity of IALR.

(18) INDEPENDENT CONTRACTORS: The parties hereto are independent contractors and are not agents, partners, or joint venturers. Neither party shall have the ability to bind the other to any contract with a third party and neither party shall hold itself out to any third party as having the right to bind the other party to any contract.

(19) SUCCESSORS; ASSIGNS: The Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors-in-title, successors and assigns.

(20) ASSIGNMENT: The Contractor shall not assign any of its rights, duties or obligations under the Contract or Contract Documents without the prior written consent of IALR. Owner may assign any of its rights and duties to a third party.

(21) SEVERABILITY: Should any provision of this Contract be held unenforceable for any reason, it shall be deemed severed from the Contract, the remainder of which shall remain valid and enforceable.

(22) NON-WAIVER: The failure of IALR to insist upon strict performance of any of the terms or provisions of this Contract or to exercise any option, right or remedy contained in this Contract shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. The waiver by IALR of a breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

(23) ATTORNEY’S FEES AND COSTS: The Contractor shall pay all costs, litigation-related expenses, reasonable attorney's fees and consultants’ fees incurred by IALR in the event IALR, as plaintiff, defendant or otherwise, prevails in whole or in part against the Contractor or any Subcontractor in any judicial or administrative action or suit arising under this Contract or concerning any services or products supplied by Contractor. This provision for attorney's fees, expenses and costs shall be in addition to any other remedies available to IALR under the Contract Documents, at law, or in equity.

(24) ANTI-KICKBACK PROVISION: Consultant represents and warrants that this contract has been awarded without collusion or fraud and it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with its proposal, and that it has not conferred on any IALR employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

(25) HEADINGS: The paragraph titles are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Contract nor in any way affect this Contract.
(26) ENTIRE AGREEMENT: The Contract Documents contain the entire understanding of the parties and supersede all prior and contemporaneous negotiations, correspondence, understandings and agreements of the parties relating to the subject matter hereof. No waiver or modification of this Contract or of any covenant, condition or limitation herein shall be valid against IALR unless in writing and signed by IALR’s Authorized Representative. This Contract may not be amended without the specific written consent of both parties. The parties agree that the provisions of this section may not be waived except as herein provided.
Institute for Advanced Learning and Research
Asphalt and Concrete Paving for IALR Parking Lot Project
Invitation to Bid No. 2019-02-02

BID FORM

Project: Asphalt and Concrete Paving for IALR Parking Lot

To: Institute for Advanced Learning and Research
   Attn: Procurement Office
   Atrium Reception Desk/Procurement
   150 Slayton Avenue
   Danville, VA 24540

From: ___________________________ (Bidder’s Name & Address)

Date: ___________________________

The Undersigned, having carefully examined the premises and conditions where the Work is to be performed and all matters referred to in the Instructions to Bidders and the other Contract Documents, including the Drawings and Specifications prepared by Dewberry Engineers, Inc., proposes to provide all materials, labor, equipment and services required to complete the Project for the Base Bid of:_____________________

______________________________________ Dollars ($_____________________), in lawful money of the United States of America. All applicable federal and Commonwealth of Virginia taxes are included in the Base Bid. All local taxes, licenses and fees are included in the Base Bid.

The Undersigned, having carefully examined the premises and conditions where the Work is to be performed and all matters referred to in the Instructions to Bidders and the other Contract Documents, including the Drawings and Specifications prepared by Dewberry Engineers, Inc., proposes to provide all materials, labor, equipment and services required to complete the Add Alternate number 1 for the lump sum cost of:_____________________

______________________________________ Dollars ($_____________________), in lawful money of the United States of America. All applicable federal and Commonwealth of Virginia taxes are included in the Add Alternate number 1. All local taxes, licenses and fees are included in the Add Alternate number 1. Contract will be awarded based off of the combination of the Base Bid and Add alternate number 1. Owner reserves the right to not complete Add Alternate number 1 based on available funds.

Base Bid plus Add Alternate number 1 lump sum cost of:

______________________________________ Dollars ($_____________________

We have included any required Bid Bond. We also have included signed and completed copies of the Invitation to Bid and Minority & Women-Owned Business, Small Business, and Service Disabled Veteran Business Certification Form with this Bid.

The following Addenda (if any) have been received and all requirements of those Addenda have been incorporated into the Base Bid:

1. Addendum # _____ Dated ______. Receipt Acknowledged: ________ (initials)
2. Addendum # _____ Dated ______. Receipt Acknowledged: ________ (initials)
EXHIBIT D

3. Addendum # _______ Dated _________. Receipt Acknowledged: ________ (initials)
4. Addendum # _______ Dated _________. Receipt Acknowledged: ________ (initials)

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the ITB, or irregularities of any kind, may be rejected by IALR as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Base Bid must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to Virginia Code sections 54.1-1100, et seq, which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

1. Type/Class of Virginia Contractor License: ____________________________
2. Virginia Contractor License No. _____________________________________

This offer shall be open to acceptance for sixty (60) days from the date bids are opened. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within ten (10) days of receipt of Notice of Award.
2. Furnish any required performance and payment bonds within ten (10) days of receipt of Notice of Award.

This Bid is made subject to the terms and conditions contained in the Contract Documents. The Undersigned hereby agrees, if this Bid is accepted by IALR, to provide all Work for the Project in accordance with the Contract Documents for the firm, fixed price of the Base Bid stated above and in the required timeframe. If this Bid is accepted, we will obtain Substantial Completion of the Work in 60 consecutive calendar days from receipt of the Notice to Proceed and obtain Final Completion within 30 days of Substantial Completion of the Work.

The undersigned represents and warrants that s/he has read, understands, and agrees to all terms, conditions, and requirements of this Bid, and is authorized to Contract on behalf of firm named below.

NAME AND ADDRESS OF BIDDER:

_____________________________________ DATE: _______________________________
_____________________________________ BY: _________________________________
_____________________________________ (SIGNATURE)
_____________________________________ NAME: ______________________________
(PLEASE PRINT)
EMAIL: _____________________________ TITLE: _____________________________
PHONE: ____________________________

STATE CONTRACTOR’S LICENSE CLASS: ______
STATE CONTRACTOR’S LICENSE NUMBER: ________________________________
FEIN: ______________________________
VIRGINIA SCC NUMBER (IF ANY): ________________________________
IALR encourages, but does not require, participation by minority and women owned businesses, small businesses, and service disabled veteran businesses in contracting opportunities. The following information will be used to assess the participation of minority and women owned businesses, small businesses, and service disabled veteran businesses in this Project, but it will not be used to evaluate whether a bidder is the lowest responsive and responsible bidder.

The Bidder shall complete the following information:

Is Bidder a qualified minority or women-owned business, small business, or service disabled veteran business as defined in the Virginia Code § 2.2-4310 (MB/WB/SB/DB)? Yes: _____ No: _____.

Regardless of response to this first question Bidder shall complete the following:

Will bidder be using subcontractors on this Project? Yes: ____  No: ____

If yes, please identify any MB/WB/SB/DB you intend to utilize in the completion of the Work required by this Contract (attach additional sheet(s) if necessary):

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Type of Labor, Service or Material Quoted</th>
<th>Amount of Contract Proposed Subcontract</th>
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If none, please check here: ________.

BIDDER: ______________________________________

BY: ______________________________________

TYPED NAME: ______________________________________

TITLE: ______________________________

DATE: __________________________
EXHIBIT F

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That_____________________________, the Contractor (“Principal”) whose principal place of business is located at _________________________ and______________________________ (“Surety”) whose address for delivery of ‘Notices’ is located at ____________________________________ are held and firmly bound unto the Institute for Advanced Learning and Research, the Owner (“Obligee”) in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) Bid by Principal, for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Asphalt and Concrete Paving for IALR Parking Lot Project (IALR ITB No. 2019-02-02);

NOW, THEREFORE, the conditions of this obligation are as follows. This Bid Bond shall guarantee that the Principal will not withdraw his bid during the period of sixty (60) days following the opening of bids; that if his bid is accepted, Principal will enter into a formal contract with the Owner in accordance with the Contract Documents referenced in the Invitation for Bids and Instructions to Bidders (“Contract”); that Principal will submit a properly executed and authorized Performance Bond and Labor and Material Payment Bond (“Bonds”) on the forms included in the Contract Documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said Contract and give said Bonds at the time the Contract is entered into, Principal and Surety shall be jointly and severally liable to the Owner for the difference between the amount specified in said bid and such larger amount for which the Owner may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner of account of the default of the bidder in any particular thereof.

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

Signed and sealed this _____ day of __________________, ________.

_____________________________________
Contractor/Principal (SEAL)

______________________________  By:  ____________________________________
Witness      Typed Name:  ____________________________
Title:  ___________________________________

_______________________________________
Surety (SEAL)

By:  ____________________________________
Attorney-in-Fact
EXHIBIT F

Typed Name: __________________________

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH/STATE OF ___________________ )
CITY/COUNTY OF ___________________________ )

I, the undersigned notary public, do certify that _____________________________, whose name is signed to
the foregoing Bid Bond in the amount of five percent (5%) of the Total Bid Amount and which names the
Institute for Advanced Learning and Research, as Obligee, personally appeared before me today in the above
jurisdiction and made oath that he/she is the attorney-in-fact of ___________________________________,
a ___________________________ corporation which is the Surety in the foregoing bond, that he/she is
duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney
noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before
me as the above Surety's act and deed.

She/he has further certified that her/his Power of Attorney has not been revoked.

[Complete if Power is recorded: Clerk’s Office: _______________________]
[Deed Book/Page No. or Instrument No.:__________________]

Given under my hand this _____ day of _____________, 20__

______________________________
Notary Public (SEAL)

My name (printed) is: _______________________
My registration number is: ___________________
My commission expires: _____________________
EXHIBIT G

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That ____________________________, the Contractor (“Principal”) whose principal place of business is located at __________________________ and ______________________________ (“Surety”) whose address for delivery of ‘Notices’ is located at _____________________________ are held and firmly bound unto the Institute for Advanced Learning and Research, the Owner (“Obligee”) in the amount of _________________________ Dollars ($____________________) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated __________________ entered into a contract with Obligee for the Asphalt and Concrete Paving for IALR Parking Lot (IALR ITB No. 2019-02-02), which contract (“Contract”) is by reference expressly made a part hereof;

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

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

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

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

Signed and sealed this _____ day of __________________, ________.

________________________________
Contractor/Principal    (SEAL)

______________________________ By:  ____________________________________
Witness     Typed Name:  ______________________
Title:  _____________________________

________________________________
Surety    (SEAL)
By:  _____________________________________ 
Attorney-in-Fact
Typed Name:  ______________________

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH/STATE OF ________________ )
CITY/COUNTY OF ___________________________ )

I, the undersigned notary public, do certify that___________________________, whose name is signed
to the foregoing Performance Bond in the sum of ___________________________ and dated
___________ and which names the Institute for Advanced Learning and Research, as Obligee, personally
appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of
___________________________________, a ___________________________ corporation which is the
Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety’s behalf the
foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the
surety, he/she acknowledged the foregoing bond before me as the above Surety’s act and deed.

She/he has further certified that her/his Power of Attorney has not been revoked.

[Complete if Power is recorded: Clerk’s Office: ______________________
Deed Book/Page No. or Instrument No.:__________________ ]

Given under my hand this _____ day of _____________, 20__

________________________________
Notary Public              (SEAL)

My name (printed) is:  _____________________
My registration number is:  ___________________
My commission expires:  _____________________
EXHIBIT G

TERMS AND CONDITIONS OF THE PERFORMANCE BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the prompt and faithful performance of the Contract, which is incorporated herein by reference.

2. If the Contractor promptly and faithfully performs the Contract in strict conformity with the plans, specifications and conditions of the Contract, the Surety and the Contractor shall have no obligations under this Bond.

3. In the event of the Contractor’s Default, and subsequent notification to the Surety pursuant to Section 14.2.2 of the General Conditions, the Surety shall, within fourteen (14) days of receipt of such notice, contact the Owner in writing, and arrange a meeting with the Owner to discuss methods of completing the Contract. See paragraph 4, below, for the options to be discussed. If the Surety fails to arrange a meeting or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Owner may, at its sole discretion, take what measures it deems necessary to protect the Owners interests, without further notice to the Surety, and the Owner shall be entitled to enforce any remedy available to the owner under the Contract or under Virginia law.

4. Within thirty (30) days after such meeting, during which time the Surety may investigate and otherwise analyze the project, and which period shall not toll any Contract Time periods nor operate as a waiver of any of the Owner’s rights, the Surety shall, at its own expense, notify the Owner in writing that it is taking one of the following actions, which shall be acceptable to the Owner, at the Owner’s sole discretion:

   4.1 By written takeover agreement with the Owner, the Surety itself shall undertake to perform and complete the Contract, which it may do through its licensed agents or through licensed independent contractors. If the Owner, at its sole discretion, consents, the Contractor may serve as the Surety’s independent contractor (however, due to conflicts with the Virginia Public Procurement Act, the Owner may not directly contract with an otherwise qualified independent contractor produced by the Surety); or

   4.2 The Surety may, if acceptable to the Owner and at the Owner’s sole discretion, waive its right to perform and complete the Contract, and with reasonable promptness under the circumstances:

      4.2.1 Pay to the Owner all amounts for which it may be liable to the Owner as surety on this Performance Bond, including the damages described in paragraph 6 below; or

      4.2.2 Deny liability, in whole or in part, and provide written notice thereof to the Owner, citing reasons therefor.

5. If after the meeting described in paragraph 4, above, the Surety does not proceed with reasonable promptness with one of the options provided in subparagraphs 4.1 or 4.2 (including its subparts), above, the Owner may send additional written notice to the Surety demanding that the Surety
perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the Bond within fifteen (15) days after receipt of said notice, the Surety shall be deemed to be in default on this Bond. Thereafter the Owner shall be entitled to enforce any remedy available to the Owner under the Bond, the Contract or Virginia law. If the Surety proceeds as provided in Subparagraph 4.2, and the Surety and the Owner are unable to agree as to the amount for which the Surety may be liable to the Owner, or if the Surety has denied liability, in whole or in part, the Owner, without further notice, shall be entitled to enforce any remedy available to the Owner under the Bond, the Contract or Virginia law. In such event, the Owner may immediately proceed to complete the work in any manner authorized by law.

6. After the Owner has terminated the Contractor’s right to complete the Contract and if the Surety selects to act under subparagraph 4.1 or 4.2 above, then the responsibilities of the Surety to the Owner shall not be greater or less than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than or less than those of the Owner under the Contract. To the limit of the amount of this Bond, plus the increased cost of any change orders under the Contract, provided the Owner commits the balance of the Contract Sum to the prompt and faithful completion of the Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner, its officers, agencies, administrators, successors or assigns.

8. The Surety hereby waives notice of any changes, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations. The Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any Change Orders.

9. Any proceeding by the Owner, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction located in the City of Danville, Virginia, as permitted under Section 6.2 of the Agreement and Virginia Code § 2.2-4337 and 2.2-4340, or by the Contractor or Surety, as permitted under the Contract or under Virginia law.

10. Notice to the Surety shall be mailed or delivered to the address shown on the Standard Performance Bond in the space for Surety address for delivery of Notices.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with
said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond when furnished to comply with statutory requirements.

12. DEFINITIONS

12.1 **Balance of the Contract Sum:** The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

12.2 **Contract:** The agreement between the Owner and the Contractor identified on first page of the Performance Bond, including all Contract Documents and duly executed modifications and change orders thereto.

12.3 **Contractor Default:** A failure of the Contractor to perform as set forth in Section 14.2.1 of the General Conditions, Section 8.6.12 of the Agreement, or elsewhere in the Contract Documents, which has neither been remedied nor expressly waived by the Owner, or otherwise to comply with the terms of the Contract.

13. Nothing in these General Conditions shall prevent a surety from becoming involved in the Contract prior to termination, upon notice from the Owner of the Contractor’s failure to promptly and faithfully perform the Contract in strict conformity with the plans, specifications and conditions of the Contract.
EXHIBIT H

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ____________________, the Contractor ("Principal") whose principal place of business is located at ______________________________ and ______________________________ ("Surety") whose address for delivery of ‘Notices’ is located at _________________________________________ are held and firmly bound unto the Institute for Advanced Learning and Research, the Owner ("Obligee") in the amount of _________________________ Dollars ($____________________) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated ___________________ entered into a contract with Obligee for the Asphalt and Concrete Paving for IALR Parking Lot (IALR ITB No. 2019-02-02), which contract ("Contract") is by reference expressly made a part hereof;

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

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

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A “subcontractor” of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). “Labor” and “material” shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Any claimant who has a direct contractual relationship with the Principal and who has performed labor or furnished material in accordance with the Contract documents in furtherance of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.
EXHIBIT H

4. No suit or action shall be commenced hereunder by any claimant.
   
a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b. Other than in a court of competent jurisdiction located in the City of Danville, Virginia, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
EXHIBIT H

Signed and sealed this ___ day of __________________, ________.

________________________________
Contractor/Principal (SEAL)

________________________________
Witness
Typed Name: ____________________________
Title: __________________________________

________________________________
Surety (SEAL)
Typed Name: _____________________________

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH/STATE OF )
) to wit:
CITY/COUNTY OF )

I, the undersigned notary public, do certify that___________________________, whose name is signed to the foregoing Labor and Material Bond in the sum of _____________ and dated ____________ and which names the Institute for Advanced Learning and Research, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of
___________________________________, a ________________________ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety’s behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the above Surety’s act and deed.

She/he has further certified that her/his Power of Attorney has not been revoked.

[Complete if Power is recorded: Clerk’s Office: ______________________
Deed Book/Page No. or Instrument No.:__________________]

Given under my hand this _____ day of ____________, 20__

________________________________
Notary Public (SEAL)

My name (printed) is: _____________________
My registration number is: ________________
My commission expires: ___________________
EXHIBIT I

Institute for Advanced Learning and Research
Asphalt and Concrete Paving for IALR Parking Lot Project
Invitation to Bid No. 2019-02-02

Contractor’s Certification As To Licensure Of Subcontractors

Contractor agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to licensure of subcontractor employed to work on the Project. Contractor represents that it has verified that all subcontractors, currently identified to work on the Project, hold all required State and local licenses, including State Contractors license and City business license. Contractor agrees that it will verify that any additional subcontractors employed to work on the Project, subsequent to the date of this Certification, hold all required State and local licenses, including State contractors license and City business license. This Certification shall constitute a material part of the Contractor’s contract with IALR.

______________________________
Contractor’s Name

By _______________________________

______________________________
Printed or Typed Name and Title

COMMONWEALTH OF VIRGINIA
CITY/COUNTY of _____________

I, ____________________________, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that _________________________, whose name is signed to the foregoing, has subscribed, sworn to and acknowledged the same before me this ______ day of _________________, 20____.

______________________________
Notary Public

My Commission Expires: __________________________
SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions.

1.2 SUMMARY
   A. Section Includes:
      1. Cold milling of existing hot-mix asphalt pavement.
      2. Hot-mix asphalt patching.
      3. Hot-mix asphalt paving.
      4. Hot-mix asphalt paving overlay.
      5. Asphalt surface treatments.
      8. Imprinted asphalt.

1.3 DEFINITION
   A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 SUBMITTALS
   A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
      1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
      2. Job-Mix Designs: For each job mix proposed for the Work.
   B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
   C. Qualification Data: For qualified manufacturer and Installer.
   D. Material Certificates: For each paving material, from manufacturer.
   E. Material Test Reports: For each paving material.
1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

B. Installer Qualifications: Imprinted-asphalt manufacturer's authorized installer who is trained and approved for installation of imprinted asphalt required for this Project.

C. Conformance Testing Service: Contractor shall engage a qualified independent testing agency to perform material evaluation tests and to design mixtures.

D. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.

E. Preinstallation Conference: Conduct conference at Project site.
   1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
      a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
      b. Review condition of subgrade and preparatory work.
      c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
      d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
   1. Prime Coat: Minimum surface temperature of 60 deg F.
   2. Slurry Coat: Comply with weather limitations in ASTM D 3910.
   3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
   4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials 55 deg F for water-based materials], and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.

C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

2.2 ASPHALT MATERIALS

A. Asphalt Binder: AASHTO M 320 or AASHTO MP 1a.

B. Asphalt Cement: ASTM D 3381 for viscosity-graded material.

C. Water: Potable.

D. Undersealing Asphalt: ASTM D 3141, pumping consistency.

2.3 AUXILIARY MATERIALS

A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.

B. Sand: ASTM D 1073, Grade Nos. 2 or 3.

C. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.

D. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than 45 minutes.

2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Surface Course: sm-9.5A.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to begin paving.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
   2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
   3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

C. Proceed with paving only after unsatisfactory conditions have been corrected.

D. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

3.2 PATCHING

A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.
   1. Pump hot undersealing asphalt under rocking slab until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
   2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.

C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.
3.3 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

C. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.
3. Prime coat only need for pavement thickness less than 4’.

D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

E. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at minimum temperature of 250 deg F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

F. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.

G. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
3.4 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
5. Compact asphalt at joints to a density within 2 percent of specified course density.

3.5 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Density: Acceptable compaction should be defined as a test section density within the range of 98% to 102% of the maximum density determined on a density control strip. In addition, no one test should be below 95%.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.
3.6 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
   1. Surface Course: Plus 1/4 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
   1. Surface Course: 1/8 inch.
   2. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.7 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall engage a qualified testing agency to perform tests and inspections.

B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
   1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
   2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
      a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

E. Replace and compact hot-mix asphalt where core tests were taken.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.9 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow milled materials to accumulate on-site.

END OF SECTION 321216
SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions.

1.2 SUMMARY
A. This Section includes exterior cement concrete pavement for the following:
   1. Curbs and gutters.
   2. Walkways.

B. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.3 SUBMITTALS
A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:

   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Fiber reinforcement.
   4. Admixtures.
   5. Curing compounds.
   7. Bonding agent or epoxy adhesive.
   8. Joint fillers.

E. Field quality-control test reports.
1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.


D. Concrete Testing Service: Contractor shall engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves with a radius 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

C. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
D. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.

E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:

   a. Fly Ash: ASTM C 618, Class F.
   b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, Class 4M coarse aggregate, uniformly graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar pavement applications and service conditions using similar aggregates and cementitious materials.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94/C 94M.


E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.
2.5 RELATED MATERIALS


B. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
   1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.

C. Proportion mixtures to provide normal-weight concrete with the following properties:
   2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
   3. Slump Limit: 4 inches, plus or minus 1 inch

D. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
   1. Air Content: 5-1/2 percent plus or minus 1.5 percent for 1-1/2-inch nominal maximum aggregate size.

E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements as follows:
   1. Fly Ash or Pozzolan: 25 percent.
   2. Ground Granulated Blast-Furnace Slag: 50 percent.
   3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
   1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
   1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
   2. For concrete mixes larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. Yd.
   3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
   1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.
   2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earth Moving."

C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
2. Provide tie bars at sides of pavement strips where indicated.
3. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
4. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site.

F. Do not add water to fresh concrete after testing.

G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
   1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

I. Screed pavement surfaces with a straightedge and strike off.

J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

K. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

L. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
   1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.

M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
N. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped.
at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch
3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least 1 composite sample for each 50cu. yd. or fraction thereof of each concrete mix placed each day.
   a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.11 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313
APPENDIX
INSTITUTE FOR ADVANCED LEARNING AND RESEARCH
ASPHALT ENTRANCE DRIVE REPAIR
DANVILLE, VIRGINIA

ADDITIONAL INFORMATION
February 19, 2019 at 2:00 PM

Attendance list was passed around

Items Discussed:

1. Bid Date – Monday February 25, 2019 at 2:00 P.M. at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Danville, VA 24540. Bids will be opened and read aloud immediately following.

2. Bid Proposal:
   a. The Bid Form is to be completed and submitted along with other supporting documents required by the contract documents.
   b. The Bidder shall submit a Bid Bond or certified check for 5% of bid amount.

3. The construction contract period is 90 consecutive calendar days. Liquidated damages are $500.00 for each consecutive calendar day thereafter.

4. Staking and layout of the project improvements is the responsibility of the contractor and must be performed by a licensed surveyor in the State of Virginia.

5. A Construction Quality Assurance (CQA) consultant shall be hired by contractor. Additional construction inspection will be provided by the Institute and Dewberry.

6. Project is to be bid on a lump sum basis. The contractor is responsible for performing all WORK as shown on the plan sheets and specifications and is solely responsible for determining the quantities of work as required by the bid documents. Cost associated with all work as shown on the plans and stated in the specifications shall be included in the base bid items as shown on the bid form.

7. Contractor will be responsible for any temporary power requirements needed at the site.

8. Contractor shall be prepared to submit a project schedule at the pre-construction schedule.

9. During the construction period, the contractor will be required to keep record drawings with surveyed locations of all construction activities.
10. Working Hours

There is no restriction on working hours for this project.

11. Field Office

The contractor may place a small field office at each site. At a minimum, the contractor shall provide CQA consultant a secure weather proof area to store concrete cylinders.

12. CADD files will only be made available to the successful contractor.