COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: UCP-TS-043-14

This contract entered into this 25th day of March 2014 by Bay Electric Co., Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the On-Demand Construction Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From 03-25-14 through 04-01-16.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0031046 dated November 14, 2013 and the proposal submitted by the Contractor dated December 16, 2013, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: __________________________________________
Mark L. Biagas
Director of Business Development
Name and Title

Virginia Tech
By: __________________________________________
W. Thomas Kaloupek, Director of Procurement
Request for Proposal #0031046

for

On-Demand Construction Services

November 14, 2013
RFP 0031046
GENERAL INFORMATION FORM

1. QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Gregory A. Pratt, VCO, VCCO, Phone: (540) 231-7852, e-mail: gregp65@vt.edu.

2. DUE DATE: Sealed Proposals will be received until December 18, 2013 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

3. ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, Virginia Tech, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

4. PRE-PROPOSAL CONFERENCE: See Section IX, for information regarding a pre-proposal conference.

5. TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: __________. For certification assistance, please visit: http://www.dmbesate.va.us/swamcert.html.

   - Large
   - Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

   - Women-owned business – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

   - Minority-owned business – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

6. COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company name as it appears with your Federal Taxpayer Number)</td>
<td></td>
</tr>
<tr>
<td>BUSINESS NAME/DBA NAME/TA NAME</td>
<td>FEDERAL TAXPAYER NUMBER</td>
</tr>
<tr>
<td>(If different than the Full Legal Name)</td>
<td>(If different than ID# above)</td>
</tr>
<tr>
<td>BILLING NAME</td>
<td>FEDERAL TAXPAYER NUMBER</td>
</tr>
<tr>
<td>(Company name as it appears on your invoice)</td>
<td>(If different than ID# above)</td>
</tr>
<tr>
<td>PURCHASE ORDER ADDRESS</td>
<td>PAYMENT ADDRESS</td>
</tr>
<tr>
<td>CONTACT NAME/TITLE (PRINT)</td>
<td>SIGNATURE (IN INK)</td>
</tr>
<tr>
<td></td>
<td>DATE</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td></td>
<td>TOLL FREE TELEPHONE NUMBER</td>
</tr>
<tr>
<td></td>
<td>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</td>
</tr>
</tbody>
</table>

03/18/2013
I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for On-Demand Construction Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for two year(s), or as negotiated. There will be an option for three one (1) year renewals, or as negotiated.

III. BACKGROUND:

The University currently has a group of pre-qualified general contractors who are able to provide construction services on an “as needed” basis for future construction/renovation projects.

Virginia Tech intends to increase the number of general contractors within this pre-qualified group of Licensed Class A general contractors who would be eligible to submit written bids on specified university projects. No single project will exceed $300,000.00. Construction may include, but is not necessarily limited to, roofing, plumbing, painting, HVAC work, electrical work, carpentry, masonry, or similar interior or exterior building alteration or renovation work. Although $300,000 is the upper threshold for this contract, offerors should understand that typical “on-demand” projects fall within the $30,000 to $150,000 range.

During the contract period, the contractor will be sent solicitations to evaluate and asked to respond with written bids. After the contractors submit bids, Virginia Tech will evaluate the bids to determine whether or not the bids are responsive to the IFB. The contractors will be guided in submitting bids and project completion schedules from outline specifications as available in accordance with Commonwealth of Virginia’s recognized codes and standards.

Virginia Tech may elect to assign projects under $10,000 to any of the pre-qualified on-demand contractors.

IV. eVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a trading partner within the eVA system.

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/register/vendorreg.htm and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.
V. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS:

A. General:

The contractor shall supply general construction services consisting of new construction, renovations and/or improvements to existing facilities and/or grounds. Types of future projects include, but are not limited to, renovations to classrooms, general office areas, research laboratory areas, computer classrooms, dormitories, athletic facilities, grounds, and the miscellaneous types of renovation projects on Virginia Tech facilities and grounds, including any of its satellite campuses or leased properties. Construction shall be provided in a competent manner to maintain the quality of educational services, student activities, and business operations performed by Virginia Tech and minimize the interruption of such services. The contractor shall provide construction as guided by Virginia Tech's plans and specifications, as available and applicable codes and standards governing construction work applicable in the Commonwealth of Virginia. At Virginia Tech's option, the bid documents for selected projects may require the contractor to furnish Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds.

B. Price Proposal And Future Awards:

Virginia Tech will periodically issue invitations for bids to the pre-qualified contractors for construction projects. Projects are expected to fall within the range of $10,000 to $300,000.00 in cost. The contractors will then be requested to submit bids based on Fixed Price (FP).

Fixed Price (FP):

This type of bid is the most commonly used especially when the scope of work includes both labor and materials and is adequately defined. The contractor shall include all of the costs necessary to complete the construction project when submitting a fixed price bid.

Awards are typically made to the contractor based on the lowest responsive bid that fully complies with the bid documents. However, Virginia Tech reserves the right to complete any project with its own forces/contract or cancel the procurement at any time. All contractors will receive an invitation for bid for each project estimated to
While contractors are not required to submit a bid for all projects, Virginia Tech reserves the right to remove any on-demand contractor from the pre-qualified group if the contractor does not submit a bid on any project over a one year period. Further, if a contractor consistently fails to meet established completion dates for projects or otherwise does not adequately perform on projects which the contractor has been awarded, that contractor may also be eliminated from the pre-qualified group.

C. Contractor Requirements:

1. The contractor shall be licensed by the Commonwealth of Virginia State Board of Contractors as a Class A Contractor.

2. The contractor shall provide high quality construction services equal to or better than construction industry standards. This includes prompt response to requests for construction and completion of projects in a timely fashion once guidelines and timetables are established by Virginia Tech. Work in progress shall be inspected periodically by Virginia Tech University Building Official’s office for adherence to the VUSBC, Virginia Tech Design and Construction Standards and quality workmanship.

3. The contractor shall provide construction to meet the needs of Virginia Tech with minimum disruption to the educational, operational and research mission of Virginia Tech. The contractor shall plan their work with the understanding that the established Virginia Tech regular work hours established by Virginia Tech vary within the timeframe of 7:00 AM to 5:00 PM, Monday through Friday, except holidays observed by Virginia Tech.

4. The contractor shall provide sufficient project(s) management to adequately meet Virginia Tech’s needs. The contractor shall be responsible for working with various Virginia Tech departments and shall be required to provide assistance, expedite work, correct deficiencies and handle many other miscellaneous problems which may occur during work-in-progress.

5. The contractor shall provide a competent, well-trained and experienced staff that exhibits professionalism and service excellence. The contractor shall provide on-site supervision of all trades at all times that the work is in progress. This on-site supervision shall be empowered to act on behalf of the contractor.

6. All employees of the contractor and subcontractors shall wear uniforms or other appropriate Virginia Tech approved identification at all times to designate their affiliation with the contractor.

7. The contractor shall be required to adhere to the requirements of the Virginia Tech Environmental Health and Safety’s document Safety Requirements for Contractors and Subcontractors. This includes adhering to the Commonwealth of Virginia safety codes and standards, and scheduling work around Virginia Tech’s special events and holidays.

8. On many projects, bid/construction documents may be limited. Under these circumstances the quality of materials and workmanship shall be in conformance with the high quality standards established by the Virginia Tech Design Guidelines and Construction Standards Manual and the total scope of work would be that which can be reasonably implied and inferred from the construction documents.

9. The contractor shall be required to provide a detailed plan of operation on assigned projects to demonstrate to Virginia Tech how the contractor plans to accomplish the projects. The plan shall include all facets of the project including, but not limited to; personnel to be allocated to the project, inspection review by the Contractor, provisions for warranty and maintenance integrity, a schedule showing steps from start to finish of stages of project work, follow-up work etc. This plan may be compared to the plans of Virginia Tech to make an analysis of the strengths and weakness of each plan enabling Virginia Tech to determine if Virginia Tech will complete the work by utilizing Virginia Tech’s resources or seeking the contractor’s resources.

10. The contractor’s work force and the work force of its subcontractors shall be staffed with licensed journeymen in all trades with demonstrated experience in their respective fields of work.

11. The contractor shall work with Virginia Tech according to construction documents provided to the contractor by Virginia Tech. The contractor shall make site visits and schedule meetings to get clarifications of the scope of work on the projects. The contractor shall provide a bi-monthly status report of all active, pending,
and closed projects. This report, at a minimum, shall provide Virginia Tech’s assigned project number, descriptive title, current working estimate, start date, estimated/actual completion dates, percent complete, and remark field.

12. All construction furnished in fulfilling any project shall be of the highest quality as measured by the highest standards or grade of the particular trade(s) involved, except where a lower standard or grade is defined in Virginia Tech’s contract documents or instructions.

13. In the event that the contractor desires to subcontract some part of their work, the contractor shall furnish Virginia Tech the names, qualifications and experience of its proposed subcontracts before beginning work on any awarded project. Contractor shall also submit all emergency contact phone/pager/cell phone numbers of the contractor and subcontractor. The contractor shall be responsible for completely supervising and directing the work under the contract and all subcontractors that it may utilize, using its best skill and attention. Virginia Tech reserves the right to reject any subcontractor proposed to complete the work or a portion of the work.

D. Procedure:

1. All contractors selected as a result of this solicitation will receive an invitation for bid for all projects estimated to cost over $10,000. If the bid contains a provision for a pre-bid conference, the contractor should attend and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.

2. The contractor shall deliver to Virginia Tech, a written bid of the cost to complete the project. Virginia Tech’s designated representative will review the contractor’s bid and, if the bid is acceptable, initiate purchase procedures. Up to 30-days should be allowed for bid review and obtaining internal approval by Virginia Tech. Virginia Tech reserves the right to reject all bids.

3. In preparing bids, the contractor may choose to rely on personal inspection and/or contact Facilities Information Services to obtain access to existing building drawings. It shall remain the contractor’s responsibility to field verify all measurements and construction conditions prior to submitting any bid.

4. Upon approval of a bid by Virginia Tech, a Purchase Order will be issued as authority to proceed with the work. The Purchase Order will incorporate the contractor’s bid as a “not to exceed” price and the agreed upon starting and completion dates. The contractor shall undertake no work until a written Purchase Order has been received from Virginia Tech. All work shall be completed within the time period set forth in the Purchase Order.

5. The contractor shall perform no work that would result in exceeding the dollar limitation of the Purchase Order without first having obtained written approval from the Virginia Tech.

6. If construction documents are developed for specific projects, the contractor will be given an electronic set of construction documents at no charge. All sets of documents required by the contractor for its use or for use of any of its subcontractors and suppliers or for other use, in excess of the number of sets stated above, will be furnished to the contractor at cost. Construction documents will be issued in full sets only.

7. If a contractor consistently fails to provide high-quality construction and/or fails to respond promptly and fully to complaints, Virginia Tech may, in its sole discretion, elect not to solicit or accept bids from this contractor for one or more future on-demand construction projects.

E. Use Of Premises:

1. The contractor shall be responsible for repairing or replacing any work damaged by its operations within ten (10) days after notification by Virginia Tech, unless delayed by availability of materials.

2. It is the responsibility of the contractor to report to Virginia Tech, in the original bid, any damage found prior to beginning any work at the site.

3. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with and in the presence of an authorized
All work shall be coordinated and scheduled with Virginia Tech to minimize disruption of operations.

Access for work in restricted areas requires a 48-hour minimum notice to Virginia Tech. Work in these areas may require escort.

Existing sanitary facilities, electricity and water may be used by the contractor as directed by Virginia Tech to the extent of available services.

All projects shall be performed in a manner that shall not adversely affect the integrity of a building’s structural, mechanical, electrical, fire protection and life safety systems or any other building systems or utilities that may overload or render useless any portion of the building without first seeking approval by Virginia Tech’s representative. Utilities shutdowns must be coordinated in advance. The contractor shall be responsible for coordinating utilities shutdowns with Virginia Tech’s designated representative.

Where materials and equipment must be stored, and are of value or attractive for theft, the contractor shall provide a secure lockup. The contractor shall enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism. Any theft or vandalism shall be reported to the Virginia Tech Police Department for investigation.

The contractor shall:

- Perform its work in such a manner as to minimize interruptions or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of Virginia Tech.
- Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- In accordance with applicable codes and industry standards, provide proper ventilation and dust control so as not to endanger building occupants or contract workers. Dust/noise control barriers shall be in accordance with applicable building codes.

The contractor expressly undertakes, to effect all cutting, filling or patching of its work required to make the same conform to the drawings and specifications, and except with the consent of Virginia Tech, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

The contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. The contractor shall present evidence (such as delivered weight tickets) to Virginia Tech as confirmation that all refuse, rubbish, scrap materials and debris are hauled to a recycling site as opposed to disposal via a landfill.

The contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonable dust free all finished surfaces including all equipment, piping, etc. on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, Virginia Tech may do so and charge for costs thereof to the contractor.
13. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.

F. Access To And Inspection Of Work:

1. The contractor shall notify the designated Project Manager from the Virginia Tech prior to completion of work to arrange for all rough-in and final inspections. Any omission or failure on the part of the University Building Official to disapprove or reject inferior or defective work or materials shall not be construed to be a final acceptance of any such work or material. If any defective work or materials are found during inspection the contractor shall remove or repair, at its own expense, such defective work or rejected material and shall rebuild and/or replace same without extra charge within ten (10) days of being notified of disapproval by Virginia Tech. If any such work shall be concealed or enclosed without approval or consent, it must, if required by Virginia Tech, its representative or other proper authorities, be uncovered for examination at contractor’s expense.

2. Virginia Tech, its specified agents, any public authority and their representative shall at all times have access to the work, whenever it is in preparation or progress. The contractor shall provide safe facilities for such access and inspection.

G. Superintendence By Contractor:

1. The contractor shall have a competent foreman or superintendent, satisfactory to Virginia Tech, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, sequences and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify Virginia Tech, in writing, of any proposed changes in superintendent including the reason for making such change.

2. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her or anyone who will not work in harmony with those employed by the contractor, the subcontractors, Virginia Tech or Virginia Tech's separate contractors and their subcontractors.

3. Virginia Tech may require the contractor to remove from the work any employee Virginia Tech deems to be incompetent, careless, not working in harmony with others on the site or otherwise objectionable.

H. Warranty Of Materials And Workmanship:

1. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, free of defects and in accordance with the contract documents for a period of one year following the date of the acceptance of the work. The contractor further warrants that workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified and licensed in their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this contract.

2. Roofing Warranties:

   a. The contractor shall submit a written guarantee in which it agrees to maintain the entire roof system(s) in a completely water tight condition at no cost to Virginia Tech for two (2) years from date of final acceptance; except the water tightness guarantee shall not be enforced when the contractor can prove water damage was caused by Virginia Tech.

   b. The contractor shall guarantee its materials and workmanship associated with the roofing, flashings, and sheet metal work incidental to the work against defect due to faulty materials or workmanship for a period of two (2) years from the date of completion of such work.
c. Virginia Tech, from the date of acceptance of the roofing project, will maintain the roof in accordance with the manufacturer’s written requirements to avoid damage to the roof surface by any parties under its control working or walking on the roof. Virginia Tech recognizes its responsibility to inspect the roof semi-annually.

d. The contractor shall furnish, as a minimum, a roofing manufacturer’s standard fifteen-year warranty/guarantee and manufacturer’s additional 10-year material warranty. Authorized agents of the contractor and Virginia Tech shall execute the guarantee form.

I. Protection Of Persons And Property:

1. The contractor expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor’s operation in connection with the work.

2. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

3. The contractor shall continuously maintain adequate protection of all work from damage and shall protect Virginia Tech’s property from injury or loss arising in connection with this contract. The contractor shall make good on any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of Virginia Tech. The contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by Virginia Tech. The contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of its obligation for the protection of persons and property.

4. Any damage, including damage to finished surfaces, resulting from the performance of the contract shall be repaired to Virginia Tech’s satisfaction at the contractor’s expense.

J. Standard Of Conduct:

1. The contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The contractor is also responsible for insuring that its employees do not disturb papers on desks, or open desk drawers, cabinets or briefcases, or use Virginia Tech phones, and the like, except as authorized.

K. Time for Completion:

1. The time for completion shall be designated by Virginia Tech on the Invitation for Bids or other bid documents. In some instances, the Time for Completion may be stated on the Invitation for Bids or other bid document in the form of a Project Completion Date. The Work must be substantially completed by the Time for Completion or the Project Completion Date. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) calendar days after the date of Substantial Completion.

2. The Time for Completion shall be stated in the purchase order and shall become a binding part of the Contract upon which Virginia Tech may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Time for Completion or Project Completion Date, as set forth in the Contract, the Contractor shall be subject to payment of actual damages incurred by Virginia Tech or liquidated damages, if provided for in the Contract.

3. The Contractor represents and agrees that they have taken into account in their bid the requirements of the bid documents, the contract documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that they will achieve Substantial Completion of the Work to allow Virginia Tech to have Beneficial Occupancy not later than the Time for Completion or Project Completion Date. The Contractor agrees and warrants that they will achieve Final Completion of the Work (the entire completion of all Work, including "punch list" items), not later than thirty (30) calendar days after achieving Substantial Completion.
L. Other Requirements:

1. Parking Permits and Regulations for Contractors:

Virginia Tech Parking Services requires the purchase and display of a parking permit for ALL vendor/business/contractor vehicles, privately and company owned that park on campus. The cost of the permit is the same as the faculty/staff permit (permit options: one year, six months, three month summer, or day). Existing permits and additional information is available from the Virginia Tech Parking Services (540) 231-3200 located at 455 Tech Center Drive, or via their website www.parking.vt.edu.

All contractor vehicles parked on the Virginia Tech campus must display a parking permit as specified above. Contractors shall note that vehicles parked on the Virginia Tech campus without a parking pass or permit are subject to ticketing and fines.

For overnight parking, the contractor’s company owned vehicles shall use the parking lot in front of Virginia Tech Printing Services and Surplus Property offices at 1411 South Main Street also known as the old K-Mart parking lot. Privately owned vehicles (POV) may park at the location. No overnight (24 hours) parking is allowed on campus. If parking POV’s on campus, Parking Services will identify which lot the POV shall park; currently the Track/Soccer, Overflow or East Cassell lot. To be entitled to park in these lots the contractor shall be required to buy a daily, weekly, monthly or annual permit from Parking Services. It shall be the responsibility of the contractor to shuttle employees to the job site.

If the need arises, Virginia Tech may direct that contractor owned vehicles be parked in a location or locations other than 1411 South Main Street, Blacksburg, VA.

a. Turf Permits: These permits are issued by Parking Services to all vehicles requiring temporary parking on the grass except for construction equipment, loaders, graders, etc. Parking Services’ management shall decide who can obtain a Turf Permit. This permit does not allow parking on sidewalks and plazas. As a courtesy please do not park under trees. Refer to University Policy 5000, Section 2.9.12, point 6 on the internet for more details. There will be a $50 charge per permit for all non state vehicles.

b. Sidewalk Policy: Sidewalk access to land-locked buildings is only allowed along designated routes. Vehicle pull-offs are designed at land-locked building sites to move parked vehicles off sidewalks (but not onto turf). Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law and shall be subject to fines. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the sidewalk. The Contractor shall be responsible for any damage to the turf and anything that is located adjacent to the sidewalk.

The procedure to obtain a permit to operate vehicles on a sidewalk is the same as outlined for Turf Policy. Any vehicle parked illegally on a sidewalk shall be subject to ticketing, fines and towing if necessary.

c. Barricades: Contractor shall erect barricades to protect paving from traffic until mixture has cooled enough not to become marked. Barricades shall not be removed from site until approval from Virginia Tech.

d. Traffic Control: The Contractor shall coordinate with the Virginia Tech Police Department where roadways must be blocked or where vehicular traffic must be restricted during the performance of the services included herein. Except for emergencies, the Contractor shall not block or otherwise restrict vehicular traffic without the prior approval of the Virginia Tech Police Department.

2. Utilities: Virginia Tech will provide water and electricity as necessary for the performance of this work. The contractor shall supply all connections to utilities, such as hoses, cords, etc.

3. Asbestos: The contractor is contracted by Virginia Tech to perform work in buildings where asbestos-containing materials (ACM) may be located. The contractor will be informed by Virginia Tech project coordinator/manager of the location of suspect and known ACM in the work area(s) to which the contractor
is assigned. The contractor shall under no circumstances damage or disturb suspect or known ACM's unless
the contractor has been specially retained to perform this work as a part of the contract and is legally
qualified to perform this work. The contractor shall provide its employees with asbestos awareness and other
training or activities required by 29 CFR 1926.1101 for the safe performance of their work.

Lead: The contractor is contracted by Virginia Tech to perform work in buildings where lead-containing
materials (LCM) such as lead-based paint may be located. Work performed under this contract may impact
these lead materials (for example, during building renovations), but does not include lead abatement or de-
leading operations. The contractor will be informed by Virginia Tech project coordinator/manager of the
location of suspect and known lead containing materials in the work area(s) to which the contractor is
assigned. The contractor shall provide all training and equipment required by 29 CFR 1926.62 for the safe
performance of the work and shall comply with all federal and state regulations related to lead disturbance
and removal/disposal of lead-containing materials shall be coordinated with the Environmental Health and
Safety department at Virginia Tech.

4. Duty to Protect Property: The contractor shall continuously maintain adequate protection of all its work from
damage and shall protect all other property from damage, injury, or loss arising in connection with the work.
The contractor shall make good any such damage, injury, or loss except such as may be directly the result of
errors in the contract documents or such as shall be caused directly by Virginia Tech.

5. Safety Precautions: The contractor shall comply with the rules and regulations of OSHA and the Department
of Labor. The contractor alone shall be responsible for the safety, efficiency and adequacy of its plant,
appliances, and methods, and for any damage, which may result from their improper construction,
maintenance or operation. The contractor shall erect and properly maintain at all times, as required by the
conditions and progress of the work, proper safeguards for the protection of workers and the public and shall
post danger warnings against any hazards created by the construction operations. The contractor shall
designate a responsible member of its organization on the work whose duty shall be the prevention of
accidents. In the absence of notice to the contrary, filed with Virginia Tech in writing with copy to Virginia
Tech Police, this person shall be the superintendent of the contractor.

6. Existing Utilities: The contractor shall verify with Virginia Tech's representative that the location of existing
underground utilities in the area of work has been performed. If utilities are to remain in place, the contractor
shall provide adequate means of protection during earthwork operations. Should uncharted or incorrectly
charted piping or other utilities be encountered during excavation, consult Virginia Tech immediately for
directions. The contractor shall cooperate with Virginia Tech and utility companies in keeping all services
and facilities in operation. The contractor shall be responsible for contacting Miss Utilities.

7. Key Control:

a. No person shall knowingly possess an unauthorized key to property owned by Virginia Tech. Facilities
   Services Key Control Office is the only authorized vendor for University key requests.

b. All keys remain the property of Virginia Tech. Keys which are no longer needed must be returned to the
   Key Control Office.

c. Stolen or lost keys must be reported immediately to the Virginia Tech Police Department and the Key
   Control Office.

d. The installation, changing or removal of locks shall be performed only by the contractor or an authorized
   Key Control Office designate.

e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or
   repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor
   found in violation of this section.

f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).

g. Each contractor will be responsible for developing and enforcing a key return policy. All contractors
   must surrender all University keys issued to them upon termination or completion of project.
h. Keys are not to be transferred from their assigned carrier to another without proper documentation.

i. The contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.

j. The contractor shall return any existing hardware removed from a project to the Key Control Office.

k. No area outside of the project scope will be accessed by the contractor for an individual without the approval of Virginia Tech's Representative designated responsible for the area. Said designate will be responsible for verifying authority and identity of the individual requesting access.

8. Additional Construction Requirements: See Attachment C.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One original and eight copies of each proposal must be submitted to:

   Procurement Department (0333)
   North End Center, Suite 2100, Virginia Tech
   300 Turner Street NW
   Blacksburg, VA 24061

   Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

   d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

   e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an
Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

B. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. Qualifications and Experience:
   a. Provide an organizational chart including names of project managers and construction superintendents.
   b. Describe the offerors experience as a general contractor in providing construction services of the nature Virginia Tech seeks.
   c. Provide a list of all the offeror’s clients comparable to Virginia Tech indicating length of contract and the nature of each project. Virginia Tech may contact and/or visit any of these clients.

2. Plan for providing services:
   a. Provide a complete and detailed description of the offeror’s methodology and plan for providing the services described herein.
   b. Describe the offeror’s commitment to Virginia Tech in terms of resources, personnel, investment, etc.
   c. Provide a list of the subcontractors the offeror has routinely used on past projects.

3. Financial Stability:
   Submit a copy of the offeror’s most recent annual financial statements or other evidence of financial stability. Confirm your company’s bonding capacity.

4. Small, Women-owned and Minority-owned Business (SWAM) Utilization:

   If your business cannot be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the DMBE website at www.dmbe.virginia.gov.
5. References:

Four (4) recent references, either educational or governmental, for whom you have provided the type services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

6. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications/Experience</td>
<td>40</td>
</tr>
<tr>
<td>2. Plan for providing services</td>
<td>20</td>
</tr>
<tr>
<td>3. Financial Stability</td>
<td>20</td>
</tr>
<tr>
<td>4. SWAM Utilization</td>
<td>10</td>
</tr>
<tr>
<td>5. References</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

B. Award

Selection shall be made of all offerors deemed to be fully qualified among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. See Attachment B for sample contract form.

Virginia Tech reserves the right to pre-qualify multiple contractors as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on December 3, 2013 at 11:00 a.m. in the Sterrett Facilities Classroom, Blacksburg, Virginia, 24061. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

It is strongly recommended that you obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 455 Tech Center Drive, phone: (540) 231-3200, e-mail: parking@vt.edu.

X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
North End Center, Suite 3300, Virginia Tech
XI. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

The documents shall include the contract number, purchase order number and work order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent to the following address:

Virginia Polytechnic and State University
Facilities Services
Business Service Center
63B Sterrett Facilities Complex
Mail Code 5129
Blacksburg, Virginia 24061

The contractors selected should anticipate utilizing a web based pay request system, GCPay, to do the following: compiling and submitting of the Schedule of Values, monthly applications for payment, and change orders with all required back-up information and associated releases of liens from previous payments. Reviewing, correcting, and approving all invoices and change orders for Project Subcontractors and Suppliers.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Purchasing website: http://www.purch.vt.edu/Department/WellsOne.html or contact the person in Purchasing identified in the RFP.

These requirements are in addition to and independent from any other invoice requirements contained within this contract.

XII. ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at http://www.procurement.vt.edu/html.docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIII. CONTRACT ADMINISTRATION:

A. Jim McCoy, Contracts Manager, University Design and Construction, at Virginia Tech or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.

XV. ATTACHMENTS:

Attachment A – Terms and Conditions
Attachment B – Standard Contract Form
Attachment C – Additional Construction Requirements
ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions


Special Terms and Conditions

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

   Contractor Name: __________________________ Subcontractor Name: __________________________

   License #: __________________________ Type: __________________________

7. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

8. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

9. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

   VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
   Procurement Department (0333)
   North End Center, Suite 2100, Virginia Tech
   300 Turner Street NW
Blackburn, Virginia 24061
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Procurement Department.

10. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

11. INSURANCE:
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk - For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk - Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk - Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

12. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name of Person Signing RFP

If to Virginia Tech:
Virginia Polytechnic Institute and State University
Attn: Gregory A. Pratt, VCO, VCCO
Procurement Department (MC 0333)
North End Center, Suite 2100, Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University
Attn: Jim McCoy, Contracts Manager
University Design & Construction Department
230 Sterrett Drive
13. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

14. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech’s Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231-5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

15. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
ATTACHMENT B

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _______________________

This contract entered into this ___ day of __________ 20___, by _____________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the __________ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From ______________________ through ______________________.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number _______ dated __________, together with all written modifications thereof and the proposal submitted by the Contractor dated _______ and the Contractor's letter dated _______, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Virginia Tech

By: ________________________________ By: ________________________________

Title: ______________________________

ATTACHMENT C

ADDITIONAL CONSTRUCTION REQUIREMENTS

1. DEFINITIONS

Whenever used in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

Agency: The Agency, institution or department which is a party to the Contract. For purposes of the Contract, the term Owner shall include such Agency, whether or not the Agency owns the site or the building.

Architect, Engineer, Architect/Engineer or A/E: The term used to designate the Architect and/or the Engineer that contracts with the Owner to provide the Architectural and Engineering services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any associates or consultants employed by the A/E to assist in providing the A/E services.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

Change Order: A document issued on or after the effective date of the Contract Between Owner and Contractor which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.


Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Contract: The Contract Between Owner and Contractor, hereinafter referred to as the Contract.

Contract Completion Date: The date by which the Work must be substantially complete. The Contract Completion Date is customarily established in the Notice To Proceed, based on the Time for Completion. In some instances, however, the Contract contains a mandatory Contract Completion Date, which shall be stated in the Invitation for Bid.

Contract Documents: The Contract between Owner and Contractor signed by the Owner and the Contractor and any documents expressly incorporated therein. Such incorporated documents customarily include the bid submitted by the Contractor, any Special Conditions, the plans and the specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work.

Day(s): Calendar day(s) unless otherwise noted.

Defective: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents or does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior to the A/E’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or Beneficial Occupancy).
**Drawing:** A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

**Emergency:** Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

**Final Completion Date:** The date of the Owner's acceptance of the work from the contractor upon confirmation from the Architect/Engineer and the contractor that the work is totally complete.

**Field Order:** A written order issued by the A/E which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the contract price, the time for completion or the contract completion date.

**Float:** The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the critical path and delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project float.

**Float, Free:** The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

**Float, Total:** The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

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

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

**Notice to Proceed:** A written notice given by the Owner to the Contractor (with a copy to A/E) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily identify a Contract Completion Date.

**Owner:** The public body with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided. The term "Owner", as used herein, shall also mean the Agency.

**Person:** This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

**Plans:** The term used to describe the group or set of project-specific drawings which are included in the Contract Documents.
**Project:** The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the "Work" described by the Contract Documents.

**Project Inspector:** One or more persons employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Inspector(s).

**Project Manager:** The Project Manager as used herein shall be the Owner's designated representative on the Project. The Project Manager shall be the person through whom the Owner generally conveys written decisions and notices. All notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Project Manager. The scope of the Project Manager's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Preconstruction meeting defining those limits. Upon receipt of such information, the Contractor shall be on notice that it cannot rely on any decisions of the Project Manager outside the scope of his authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Project Manager from time to time and may, in the event that the Project Manager is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Project Manager.

**Provide:** Shall mean furnish and install ready for its intended use.

**Site:** Shall mean the location at which the Work is performed or is to be performed.

**Specifications:** That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official to determine code compliance and for the Contractor to perform the Work.

**Subcontractor:** A person having a direct contract with Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project.

**Submittals:** All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

**Substantial Completion:** The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

**Supplier:** A manufacturer, fabricator, distributor, material man or vendor who provides material for the Project but does not provide on-site labor.

**Time for Completion:** The number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. When the Notice to Proceed is issued, it states a Contract Completion Date, which has been set by the Owner based on the Time for Completion.

**Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Work:** The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
2. LAWS AND REGULATIONS

(a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.

(b) This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.

(c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

(d) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.

(e) Building Permit: Because this Project is on Commonwealth of Virginia property, codes or zoning ordinances of local political subdivisions do not apply to Work on the property. The Virginia Uniform Statewide Building Code applies to the Work and is administered by the Building Official for State-owned Buildings. The Building Permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall be obtained and paid for by the Contractor.

(f) The Contractor shall include 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 and Supplier.

(g) The Contractor, if not licensed as an asbestos abatement contractor in accordance with §54.1-514, Code of Virginia, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors for the Work required.

(h) Lead Based Paint Activities: If the Contract Documents indicate that lead based paint is present on existing materials, components, or surfaces, the Contractor shall conform to the following:

1. The requirements set forth in 59 Federal Register 45,872 (September 2, 1994) Proposed Rule - Lead; Requirements for Lead based Paint Activities (Proposed Rules) in selecting and performing the means, methods and procedures for performing the Work. This includes, but is not limited to, training of personnel, lead abatement, encapsulation of lead containing materials, removal and handling of lead containing materials, and methods of disposal. When the Final Rule, to be codified at 40 CFR 745, supersedes the Proposed Rule, the Contractor shall be responsible for conforming to the Final Rule, as of the effective date set forth therein.


3. The Virginia Department of Labor and Industry's (DLI) Emergency Regulation published in the May 27, 1996 Virginia Register, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI.

(i) If the Contractor violates laws or regulations that govern the Project, the Contractor shall indemnify and hold the Owner harmless against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of
action or judgments, including but not limited to attorney's fees and costs incurred there under, that result from such violation.

(j) If the Work includes any land disturbing activities, the Contractor shall have on-site an individual certified by the Department of Conservation and Recreation as a Responsible Land Disturber in accordance with §10.1-563, Code of Virginia.

3. CONDITIONS AT SITE

(a) The Contractor shall have visited the Site prior to bidding and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing improvements and work within or adjacent to the Site. Claims, which result from the Contractor's failure to do so, will be deemed waived.

(b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Architect/Engineer before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Architect/Engineer shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions.

(c) If the Contractor, during the course of the Work, observes the existence of any material which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

4. INSPECTION

(a) All material and workmanship shall be subject to inspection, examination and testing by the Owner, the Architect/Engineer, the Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The Architect/Engineer and the Owner shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor.

(b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of reexamination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.

(c) Where Work is related to or dependent on the Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.
(d) Should it be considered necessary or advisable by Owner or the Architect/Engineer at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or his Subcontractors, the Contractor shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement including a markup of fifteen (15%) percent for overhead and profit shall be paid to the Contractor and he shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test contrary to the instructions of the A/E, Owner or Project Inspector.

(e) The Project Inspector has the authority to recommend to the Architect/Engineer and the Owner that the Work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.

(f) The Project Inspector has the right and the authority to:

1. Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
2. Inspect workmanship for compliance with the standards described in the Contract Documents.
3. Observe and report on all tests and inspections performed by the Contractor.
4. Recommend rejection of Work which does not conform to requirements of the Contract Documents.
5. Keep a record of construction activities, tests, inspections, and reports.
6. Attend all joint Site construction meetings and inspections held by the Owner and/or the A/E with the Contractor.
7. Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
8. Check installations for proper workmanship and conformance with shop drawing and installation instructions.

(g) The Project Inspector has no authority to:

1. Authorize deviations from the Contract Documents;
2. Enter into the area of responsibility of the Contractor's superintendent;
3. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work;
4. Authorize or suggest that the Owner occupy the Project, in whole or in part; or
5. Issue a certificate for payment.

(h) The duties of the Project Inspector are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor
shall the failure of the Project Inspector to properly perform his duties in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

5. SUPERINTENDENCE BY CONTRACTOR

(a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Architect/Engineer and the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the plans and specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in superintendent, including the reason therefor, prior to making such change.

(b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.

(c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

6. SCHEDULE OF THE WORK

(a) General: The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date established by the Contract and receive payment. However, the date established by the Contract Documents as the deadline for achieving Substantial Completion must be used in all schedules as the date on which Substantial Completion will be achieved. The time (in days) between the Contractor's planned early completion and the contracted Time for Completion is part of the Project "Total Float" time and will be used as such. Extensions of time, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Substantial Completion date planned by the Contractor.

Within two (2) weeks after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Architect/Engineer, a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify the Contractor of its acceptance of or objections to the preliminary schedule within fifteen (15) days of receipt by the Owner. A fully complete Project schedule for accomplishing the Work must be submitted in like manner no later than sixty (60) days after the Contract is signed by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, recovery schedule, updated schedule, plan of action, etc. shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner. Neither the second progress payment nor any subsequent payment shall be payable to the Contractor until it has submitted a fully complete Project schedule accepted by the Owner. Nor shall subsequent progress payments be payable to the Contractor unless and until he maintains the monthly bar graphs or status reports.

Failure to provide a satisfactory preliminary or fully complete Project schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract.
The fully complete Project schedule for accomplishing the Work shall be of the type set forth in subparagraph (1) below, as appropriate:

(1) For Contracts with a price of $1,500,000 or less, a bar graph schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.

(b) Bar Graph Schedule: Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor.

The Contractor shall allow sufficient time in his schedule for the A/E to conduct whatever associated reviews or inspections as may be required under the A/E's contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Architect/Engineer activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

(c) Monthly Project Reports: The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the A/E along with his monthly request for payment a copy of the bar graph schedule annotated to show the current progress. The bar graph schedule submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders; the manufacture, testing and installation of materials, supplies and equipment. The form shall be approved by the A/E and the Owner; however, a bar graph marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures he is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded.

(d) Progress Delay: Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

(1) The Contractor's monthly progress report indicates delays that are, in the opinion of the A/E or the Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question;

The plan of action, when required, shall explain and display how the Contractor intends to regain compliance with the current accepted, fully completed, Project schedule, as updated by approved change orders.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

(e) Early Completion of Project: The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or
obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay damages to the Owner because of its failure to achieve Substantial Completion by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for achieving Substantial Completion early nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to achieve Substantial Completion earlier than the date required by the Contract Documents.

If the Contractor seeks to change the Time for Completion or the Contract Completion Date to reflect an earlier completion date, he may request or propose such a change. The Owner may, but is not required to, accept such proposal. However, a change in the Time for Completion or the Contract Completion Date shall be accomplished only by Change Order. If the Contractor's proposal to change the Time for Completion or the Contract Completion Date is accepted, a Change Order will be issued stating that all references in the Contract to the Time for Completion or the Contract Completion Date shall thereafter refer to the date as modified, and all rights and obligations, including the Contractor's liability for actual damages, delay damages and/or liquidated damages, shall be determined in relation to the date, as modified.

7. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

(a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Architect/Engineer and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.

(b) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the Project, the quantities delivered, the Work completed, and the quantities stored on or off Site.

8. SURVEYS AND LAYOUT

(a) The Owner shall furnish the Contractor all necessary documents showing property lines and the location of existing buildings and improvements. The Contractor shall provide competent surveying and engineering services to execute the Work in accordance with the Contract and shall be responsible for the accuracy of these surveying and engineering services.

(b) Such general reference points and benchmarks on the Site as will enable the Contractor to proceed with the Work will be established in the plans and specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, he shall promptly notify the Architect/Engineer.

(c) The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without written notice to the Architect/Engineer and the written approval from the Owner. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior written approval of the Owner, be replaced and accurately located by the Contractor.

9. PLANS AND SPECIFICATIONS

(a) The general character and scope of the Work are illustrated by the plans and the specifications. If the Contractor deems additional detail or information to be needed, he may request the same in writing from the Architect/Engineer. His request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Architect/Engineer shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
10. SUBMITTALS

(a) The Contractor shall submit a listing of all Submittals required by the Architect/Engineer or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Architect/Engineer. The Contractor shall identify all Submittals with the Owner's Project Code Number.

(b) Submittals shall be forwarded to the Architect/Engineer for approval if required by the specifications or if requested by the Architect/Engineer or the Owner. No part of the Work dealt with by a Submittal shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(c) The Contractor shall furnish to the Architect/Engineer for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When Submittals are required by this Contract for materials, the Contractor shall furnish full information concerning the material or articles which he contemplates incorporating in the Work. When required, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.
The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. Unless otherwise indicated or required elsewhere in the specifications, shop drawings shall be submitted in the form of one reproducible tracing and three blue line or black line prints. Catalog cuts, product data and other non-reproducible literature, except certificates, shall be submitted in six (6) copies minimum, of which three (3) will be retained by the Architect/Engineer and the remainder will be returned to the Contractor.

Submittals shall be accompanied by a letter of transmittal which shall list the Project Code Number, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project. Cross reference to the plans or specifications as needed to identify the use for which the item or component is intended.

The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.

After checking each submittal, the Contractor shall stamp each sheet of the Submittal with the Contractor's review stamp. Data submitted in a bound volume or on one sheet printed on two sides, may be stamped on the front of the first sheet only. The Contractor's review stamp shall be worded as follows:

The equipment and material shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract drawings and specifications unless otherwise shown in bold face type or lettering and listed on a page or pages headed "DEPARTURES FROM DRAWINGS AND SPECIFICATIONS", and can be installed in the allocated spaces.

Reviewed by ________________________ Date ______________

The person signing the review stamp shall be the person designated in writing by the Contractor as having that authority. (A copy of such designation shall be forwarded to the A/E prior to or with the first Submittal.) The signature on the stamped review statement shall be handwritten in ink. Stamped signatures are not acceptable.

The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking.

If a Submittal indicates a departure from the Contract requirements, the Architect/Engineer may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate.

The Architect/Engineer is responsible to the Owner, but not to the Contractor, to verify that the Submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in the shop drawings and proposed equipment and materials shown in Submittals are of the quality specified and will function properly, and that the Submittals comply with the Contract Documents.

The Work shall be in accordance with approved Submittals. Approval of the Contractor's Submittals by the A/E does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.

The plans and/or specifications may indicate that the Architect/Engineer designed or detailed a portion of the plans around a particular product (most commonly a piece of equipment). Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the responsibility of the Contractor and shall be made at no extra cost to the Owner. If the plans were noted as designed or detailed around a particular product and/or if a product is named when a "brand name or equal" specification has been used, this is not intended to favor or preclude the use of other.
Rather such design merely acknowledges the reality that in many instances the Architect/Engineer must have a basis to design and detail around for dimensions and characteristics of a product or system.

(m) Additional Submittal requirements are shown in the specifications.

11. EQUALS

(a) Brand names: Unless otherwise stated in the specifications, the name of a certain brand, make or manufacturer denotes the characteristics, quality, workmanship, economy of operation and suitability for the intended purpose of the article desired, but does not restrict the Contractor to the specific brand, make, or manufacturer; it is set forth to convey to the Contractor the general style, type, character and quality of the article specified.

(b) Equal materials, equipment or assemblies: Whenever in these Contract Documents, a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded merely as a standard. Any other brand, make or manufacturer of a product, assembly or equipment which in the opinion of the Architect/Engineer is the equal of that specified, considering quality, capabilities, workmanship, configuration, economy of operation, useful life, compatibility with design of the Work, and suitability for the intended purpose, will be accepted unless rejected by the Owner as not being equal.

(c) Substitute materials, equipment or assemblies: The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the A/E provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the A/E's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the A/E redesign fee and the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.

(d) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.

12. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

(a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition.

(b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Owner and the Architect/Engineer immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

(c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the Architect/Engineer, the Owner or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Architect/Engineer, the Owner, or other inspecting authority, as applicable.

(d) Under the various sections of the plans or specifications, where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict
accordance with the manufacturer's printed instructions unless those instructions contradict the plans or specifications, in which case the Architect/Engineer will be notified for an interpretation and decision.

(e) Under the various sections of the plans or specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the National Fire Protection Association (NFPA), National Electric Code (NEC), Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by his trade.

(f) Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation or specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult the Architect/Engineer for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question.

(g) During and/or at the completion of installation of any items, the tests designated in the plans or specifications necessary to assure proper and satisfactory functioning for its intended purpose shall be performed by the Contractor or by its Subcontractor responsible for the completed installation. All costs for such testing are to be included in the Contract Price. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

13. WARRANTY OF MATERIALS AND WORKMANSHIP

(a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades.

(b) Work not conforming to these warranties shall be considered defective.

(c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in the Contract or under Virginia law.

14. PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor expressly undertakes, both directly and through his Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.

(b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by the Architect/Engineer, the Owner, or any other persons shall be immediately abated.

(c) The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract.

(d) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent
property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by public authority, local conditions, or the Contract.

(e) In an emergency affecting the health, safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Architect/Engineer or the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Architect/Engineer or the Owner, he shall so act immediately, without appeal.

(f) When necessary for the proper protection of the Work, temporary heating of a type approved by the Architect/Engineer must be provided by the Contractor, at the Contractor's expense, unless otherwise specified.

15. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

(a) The Contractor shall notify the Owner, in writing of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach his written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Architect/Engineer's endorsement is a convenience to the Owner only and shall not relieve the Contractor of his responsibility in the matter nor shall the Architect/Engineer's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Architect/Engineer.

The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list", which must be finished and corrected to obtain Final Completion.

After successful completion of the testing and the Architect/Engineer determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Architect/Engineer shall notify the Owner, in writing that the Work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

(b) The Contractor shall notify the Owner, in writing of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Architect/Engineer, who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date given. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner.

(c) The Architect/Engineer shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final Completion reinspections are required, the Contractor shall reimburse the Owner for all costs of reinspection or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

(d) A representative of the State Fire Marshal's Office will either be present at the Substantial and Final Completion inspections or otherwise inspect the completed Work and advise the Owner whether the Work meets the fire safety requirements of the applicable building code.

(e) Approval of Work at or as a result of any inspection required herein shall not release the Contractor or his surety from responsibility for complying with the Contract.
16. **GUARANTEE OF WORK**

(a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for one (1) year from the date of Final Completion of the entire Project by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, or by separate agreement.

(b) If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Architect/Engineer which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein;

(2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the Architect/Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and

(3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the provisions of this Section.

(c) In any case, when in fulfilling the requirements of the Contract and this guarantee or any other guaranty or warranty, the Contractor disturbs any work performed by a separate contractor, he shall restore such work to a condition satisfactory to the Architect/Engineer and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.

(f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.

(g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.

(h) In the event the Work of the Contractor is to be modified by another contractor, either before or after the Final Inspection, the first Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying his Work. The first Contractor and the contractor making the modifications shall each be solely responsible for his respective work. The contractor modifying the earlier Work shall be responsible for any damage to or defect introduced into the Work by his
modification. If the first contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into his Work, it shall be the burden of the contractor making the claim to demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if he asserts that defects in his work were caused by the contractor whose work he is modifying.
On-Demand Construction Services

Request for Proposal #0031046

Bay Electric Co., Inc.
Quality Electrical & General Contracting

627 36th Street, Newport News, Virginia 23607
Office: 757-595-2300   Facsimile: 757-595-6112
Table of Contents

Qualifications and Experience
  a. Organizational Chart
  b. Experience as a General Contractor
  c. List of Offeror’s Clients Comparable to Virginia Tech

Plan for Providing Services
  a. Methodology and Plan
  c. List of Subcontractors Routinely Used

Financial Stability
  • Confidentiality Memorandum – Financials
  • Bonding Capacity Letter

Small, Women-Owned and Minority
  • Agreement to Maintain Certification

References
  • Four (4) Recent References

General Information Form and Addenda
  • Signed & Dated
B.1. Qualifications and Experience

a. Organizational Chart

![Organizational Chart Diagram]

Virginia Polytechnic Institute and State University

President/CEO
Bay Electric Co., Inc.
JOHN F. BIAGAS

Vice President/Program Manager
General Construction
Bay Electric Co., Inc.
WILLIAM J. HIGBEA, SR.

General Construction Project Manager
Bay Electric Co., Inc.
BARRY OLIVER
GEORGE WHEELER (Backup)

Electrical Project Manager
Bay Electric Co., Inc.
STEVE BURGESS
DARYL LANOUETTE (Backup)

Superintendent/QC/Safety
Bay Electric Co., Inc.
BRAD RICHOTTE
MARK BIAGAS (Backup)

SUBCONTRACTORS
B.1. Qualifications and Experience

b. Describe the offeror's general experience as a general contractor in providing construction services of the nature Virginia Tech seeks.

Bay Electric Co., Inc. is pleased to present this proposal for On-Demand Construction Services to Virginia Polytechnic Institute and State University, an agency of the Commonwealth of Virginia. Our ability to provide an array of prior experiences that qualifies us to complete On-Demand Construction projects is based on four (4) factors: corporate depth, internal processes, strategic business relationships and our people.

Bay provides corporate depth in all aspects of general and electrical services. One hundred percent of our resources are focused on these services. Bay has developed internal processes to assist our professionals in tracking, monitoring and maintaining performance. Recognizing that efficient project management is essential to success, our project managers, technicians, superintendents are trained in essential industry processes to make use of many of the tools we have developed. Bay Electric's strategic business relationships are also an important factor. In the past 50 years, Bay has developed many solid strategic relationships with a variety of business entities-businesses we can call upon as needed. Finally, Bay Electric's most important resource is our people. We are staffed by long-term, well-trained and highly professional team players. Our personnel consist of general and electrical construction project managers, estimators, engineering staff, certified journeyman and master electricians, registered apprentices, security and controls technicians, field superintendents and contracts administrative support staff. Combinations of these four (4) factors are the keys to demonstrated success in our industry and most importantly, the highest level of customer satisfaction and repeat business.

Founded in 1962 in York County, Virginia, Bay Electric Co., Inc. was originally a small electrical service company until 1997 when John F. Biagas purchased the company. His vision was to expand the company's offerings to include Design Build General and Electrical Construction, Renovations and Repairs, Energy Efficient Solutions and Renewables. This expansion of capabilities subsequently earned Bay Electric Co, Inc. awards that included induction to the Fantastic Fifty for the fastest growing companies for seven consecutive years. Bay maintains satellite offices in Atlanta, GA; Richmond, VA; and Lake Charles, LA, and is headquartered in Newport News, Virginia.

From our small beginnings as an electrical service provider, to mentor-protégé alliances, to Small Business Administration certifications, Bay has established a remarkable presence throughout the eastern seaboard from as far north as Kittery, Maine to Jacksonville, Florida, and as far west as Louisiana. As a minority owned business, John's approach to each project is with a cooperative state of mind, working with customers, architects, subcontractors, suppliers and vendors toward a common goal --- a successful project delivery.

Bay Electric Co., Inc. is financially secure with an upward trend in all metrics, including a bonding capacity in excess of $200 million in the aggregate. Having a local presence, understanding the area and supporting our Virginia economy is paramount to Bay which is the reason why the subcontractors that may be used for portions of this project that are not self-performed are Virginia-based businesses.
B. 1. b. (continued)

We are confident that our firm can meet the needs of Virginia Tech and its On-Demand Construction projects. Bay Electric has completed similar construction, renovations and improvement projects in the past. These projects include the following:

Building Renovations & Fire Alarm Replacement Sorority Houses 5, 9 & 11 - The College of William & Mary - Bay Electric Co., Inc. was contracted to renovate and replace the entire electrical and fire alarm system for Sorority Houses 5, 7 and 9. Work included cutting and removal of plaster and lathe walls for removal of existing electrical and fire alarm conduit, devices, and wiring. Both systems were upgraded with new fire alarm and electrical panels and all existing conduit, wire, devices, and hardware was replaced throughout the building. Renovation concluded during the summer of 2009 at a contract value of $390,952.80.

College Apartments, Electrical Repair - The College of William & Mary - Bay Electric Co., Inc. completed this project which involved providing electrical system replacement to include the demolition of the existing electrical system and providing a new system.

Lighting Renovations/Additions to Gooch Dillard Dormitory - The University of Virginia - Bay Electric Co., Inc. was contracted to add 2'x2' surface mounted fluorescent fixture in close to 700 dorm rooms during the summer of 2010 as part of a project to renovate the Gooch-Dillard dormitory. Bay Electric Co., Inc. provided labor, material, and supervision to complete the work in a timely manner while coordinating with several trades including painting, flooring, and carpet contractors.

Headhouses, Phases 1 & 2 – This project involved the construction of an instructional type facility for Clemson University to instruct their students in agricultural diversity. This contract, valued at over $6.1 million, included the utilization of 63 difference subcontractors for services ranging from pile driving to flooring and hardware.

Greenhouses – Bay Electric was awarded this $4.1 million contract to construct two (2) new greenhouses totaling 22,000 sf. This project included constructing bays and anew drive with asphalt, and providing a keycard system. This project was completed in August 2008 for the U.S. Department of Agriculture.

Construct Poultry Lab Facility Building 39 – Valued at over $720,000.00, the Southwest Poultry Laboratory was completed in Athens, Georgia. This design/build project involved the construction of an instructional Bio-Safety Level 3 research facility. During this contract, all involved personnel received extensive training of proper protective clothing and equipment and stringent awareness classes were required.

Richard B. Russell Research Center – As the prime contractor for this electrical project, Bay Electric upgraded the existing emergency power distribution system for the whole campus of the Richard B. Russell Research Center in Athens, Georgia, while classes continued in session. The complete work, which received outstanding reviews was valued at $3.3 million.

Hunton Hall Renovations - Virginia Commonwealth University/MCV Campus – Bay Electric Co., Inc. provided all electrical work as noted on the project plans and specifications for the renovation of Hunton Hall at VCU in Richmond, VA. The extensive renovation consisted of preconstruction, demolition and new construction.
B. 1. b. (continued)

Ewell Hall, Room 210 Modifications – *The College of William & Mary* – In 2005, Bay Electric completed this general construction project for the College of William & Mary which involved framing, painting, carpet work, drywall and ceiling tile repair.

Village North Parking Deck – *Old Dominion University* – As the electrical subcontractor, Bay Electric completed this project in 2006 at ODU in Norfolk, Virginia. The project included, but was not limited to, providing and installing lighting fixtures with circuits, power equipment with circuits, elevator power, fire alarm system, conduit with pull string for door access controls, telephone riser blue light and call box, lightning protection and temporary power.

Design/Build Sustainment Project, Rickover Hall – *U.S. Naval Academy* – As the prime contractor, Bay provided design/build services to extend the mechanical service life for portions of Building 590. This sustainment project at the U.S. Naval Academy in Annapolis, Maryland was valued at over $1.6 million and was completed in 2006.

Design/Build Renovations to Various Buildings for Riverine Standup – This project, valued at over $3.5 million, involved extensive renovations of buildings 2009, 2117, 2012 and 3663 on Little Creek Amphibious Base in Virginia Beach, Virginia. These renovations included both general and electrical construction work. Bay utilized over 20 subcontractors to successfully complete this project on time and within budget.

Design/Build Repairs to Navy Marine Corps Training Facility – Bay Electric was the prime contractor selected for this $1.2 million "fast-track" design build project to completely renovate and harden Building 448. New classrooms and supporting facilities were constructed within budget and time constraints, and the work received outstanding reviews. The project involved extensive demolition in an existing 16,000 square foot vacant building and then completely renovating the facility in support of this new mission.
B.1. Qualifications and Experience

c. Provide a list of all the offeror's clients comparable to Virginia Tech indicating length of contract and the nature of each project. Virginia Tech may contact and/or visit any of these clients.

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Length of Contract</th>
<th>Nature of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virginia Polytechnic Institute and State University</td>
<td>February 2009 – present</td>
<td>Bay Electric was awarded a contract for On-Demand Construction Services at Virginia Polytechnic Institute and State University. Under this contract, Bay will provide construction services for Virginia Tech projects under the terms of an On-Demand Construction Services Contract</td>
</tr>
<tr>
<td>University of Virginia</td>
<td>July 2008 – present</td>
<td>Bay Electric was awarded a contract for Academic On-Demand Construction Projects at the University of Virginia. Under this contract, Bay will provide construction services for UVA Academic projects under the terms of an On-Demand Construction Contract</td>
</tr>
<tr>
<td>USDA</td>
<td>2002 – present</td>
<td>Bay Electric has completed numerous construction projects for the USDA. These general construction and electrical projects include, but are not limited to, the following: Construction of Headhouses; Construction of Two New Greenhouses; Construct Animal Facility Building 39; Electrical Upgrade; Renovate Building 8, South Eastern Poultry Research Laboratories and Phase I and III Modernization at the Richard B. Russell Research Center.</td>
</tr>
<tr>
<td>NAVFAC MIDLANT</td>
<td>2003 – present</td>
<td>Bay Electric has completed numerous general and electrical construction educational/training facility projects for NAVFAC MIDLANT including Design/Build, Design Bid Build and Renovation/Repair projects. These include, but are not limited to: Renovations to Various Buildings for Riverine Standup, Design Build Repairs to Navy Marine Corps Training Facility and Design Build Sustainment Project, Rickover Hall for the U.S. Naval Academy.</td>
</tr>
</tbody>
</table>

Bay Electric has an ongoing relationship with the USDA and NAVFAC MIDLANT and has completed projects for these two (2) agencies numerous times in the past and will continue to pursue future endeavors with these entities.

Bay Electric has completed projects for other higher education institutions, either as a prime contractor or as a 1st tier subcontractor. These institutions include the College of William & Mary, Old Dominion University and the Virginia Commonwealth University.
B. 1. c. (continued)

Name of Client: The College of William & Mary  
Length of Contract: July 2005 – March 2009  
Nature of Project: Bay Electric has completed several projects for the College of William & Mary. These projects focused on repairs/renovations and modifications to existing facilities.

Name of Client: Prestige Construction Group  
Nature of Project: Bay Electric served as the electrical subcontractor to Prestige Construction Group for the construction renovation of VCU/MCV's Hunton Hall. Bay Electric also installed the kitchen equipment, fire alarms and notification system.

Name of Client: Donley's, Inc.  
Length of Contract: April 2005 – August 2006  
Nature of Project: Bay Electric served as the electrical subcontractor to Donleys, Inc. during the construction of a parking deck for Old Dominion University, the ODU Village North Parking Deck.

Name of Client: Virginia Commonwealth University  
Length of Contract: April 2012– present  
Nature of Project: Bay Electric is serving as an electrical repair services provider with Virginia Commonwealth University. This is our 2nd option year.

Name of Client: Thomas Nelson Community College  
Length of Contract: June 2013 – present  
Nature of Project: Bay Electric is serving as an emergency on-call electrical services provider for Thomas Nelson Community College. This is our 1st year.
On Demand Construction Services
Virginia Polytechnic Institute & State University
Request for Proposal #0031046
DUE: December 18, 2013 – 3:00 p.m.

B.2. Plan for providing services:

   a. Provide a complete and detailed description of the offeror's methodology and plan for providing
      the services described herein.

Bay Electric is pleased to offer its services as a general and electrical contractor. We have thoroughly reviewed
this Request for Proposal and developed a team which can exceed all solicitation requirements. In addition, we
have used our knowledge of Virginia tech to ensure our team can meet any construction, renovation, and/or
utility, grounds and infrastructure improvements requirement proposed in the future.

We understand the mobility requirements associated with an On-Demand Construction contract. Bay Electric
employs more than 75 employees consisting of general construction and electrical project managers, general
construction and electrical estimators, superintendents, foremen, electricians and administrative support staff.
Bay maintains a fleet of more than 100 vehicles and specialized electrical equipment to perform any type of
electrical work. Bay Electric has a bonding capacity in excess of $200 million in the aggregate and an
outstanding Safety Experience Modification Rating of .87.

Bay Electric offers a proven approach for the execution of multiple concurrent construction tasks backed by a
well-documented track record with local and state municipalities. The approach is specifically structured to
quickly initiate and successfully execute multiple, simultaneous projects – including projects at Virginia Tech.

We understand that practical success is based on strong project management accountability. The Program
Manager is empowered to ensure sufficient resources are available to guarantee a timely response to the
receipt of any project. Upon issuance of a notice to proceed on any task under this program, the Program
Manager and project managers will undertake a well documented, repeatable process for the major phases of
the projects life-cycle. Use of standard and repeatable process ensures rapid start-up and deployment of staff
and resources, thorough planning and analysis, high quality deliverables, comprehensive risk assessment, and
monitoring and timely closeout. These practices also ensure rapid recovery of schedules and progress in the
event of unforeseen delays.

Initiating and Planning Processes
These processes are aimed at ensuring that work begins immediately upon notice to proceed and that the
project advances toward the implementation of a high quality, cost effective solution without delays or re-
work. Some of the activities that comprise these phases when responding to a task order are:

- Analyzing the scope of work
- Sub-dividing the major scope of work into manageable components
- Identifying the specific activities required to complete each deliverable
- Identifying activity dependencies along the project cycle
- Estimating the amount of time required to complete each activity
- Analyzing activity sequence, duration and resources to develop the project schedule
- Determining and Ensuring availability of the project resources to complete the work effort as
  scheduled
- Developing total cost estimates and assigning to the activities and work periods
- Combining the results of all project planning efforts
B. 2. a. (continued)

- Project kick-off
- Pre-site survey/record review
- Updating project plan and schedule based on the record review
- Submitting work plan to Army Corps of Engineers for approval
- Establishing all accounting codes for the project
- Finalizing initial list of required tools and request
- Enter project-specific data into computer system to create the project framework

➤ Executing Processes
The executing processes are those processes that support fulfillment of the Scope of Work. These activities provide a repeatable framework into which the Scope of Work activities are matrixed.

➤ Controlling Processes
Occurring simultaneous to the executing processes, the controlling processes monitor the projects underway to ensure each project is proceeding according to budget and schedule. It ensures that quality is being maintained and that risks are being identified and mitigated. Bay Electric uses several tools to monitor schedule and budget compliance and risk mitigation.

Bay Electric also realizes the challenges of working in an academic environment. As demonstrated by our prior experience on the campuses of the College of William & Mary, Virginia Commonwealth University, University of Virginia and Old Dominion University, Bay Electric is able to successfully perform work in similar environments. We are sensitive to the University's concern for the safety and well-being of faculty members, students and staff members. Bay Electric has a Code of Conduct for our employees. This Code of Conduct, including Safety Guidelines, is given to each employee during his or her orientation as part of our Employee Handbook, and Bay Electric expects all employees to abide by these requirements.

The Code of Conduct includes, but is not limited to, the following:
- Employees will refrain from inappropriate or offensive behaviors
- Personal safety equipment will be used as appropriate
- Employees will immediately report any and all accidents to their supervisor
- Employees will wear identification badges at all times
- The work site will be kept neat and tidy at all times
- Tools and equipment will be used and stored properly
- All employees will abide by Bay Electric's Substance Abuse Policy

Our goal is to perform work for On-Demand Construction projects in such a way that is not disruptive to Virginia Tech. By establishing a Code of Conduct, we will not only demonstrate our professionalism, but we will also minimize disruptions, prevent accidents and produce a product that exceeds the expectations of Virginia Tech.

Project Management Organization
When Bay Electric undertakes any project, we provide a proven organization structure managed by experienced personnel and supported by team members that have experience with similar type projects. Bay
B. 2. a. (continued)

has the structure and personnel in place to successfully accomplish the required work in a timely manner and at a reasonable cost.

The Program Manager will have the responsibility and authority to control all activities and resources to support this contract. He will serve as the single Point of Contact for Virginia Tech. He will oversee the project as a whole and will provide the leadership and experience to establish and streamline processes, avoid delays and will anticipate and quickly resolve potential problems while adhering to all contract requirements.

The Project Manager(s) (PM) will be on site on a routine basis and will spend as much time as needed to coordinate the staffing, scheduling and material procurement. The General Construction Project Manager will assist with the coordination of other subcontractors and will always maintain contact with the owner’s point of contact or designated representative to make sure that we are in sync with the project schedule. The PM will provide submittals, assist with the solution of possible unforeseen conditions, provide proposals for changed conditions and submit monthly invoices. The Electrical Project Manager will work closely with the Site Superintendent to insure that scheduling is adhered to, unforeseen conditions are resolved appropriately, coordination with other trades is done seamlessly, and that electrical staffing is always at the right level. He will also ensure that materials and equipment are on time, reports are turned in timely and that the work is progressing at the right pace to satisfy the schedule. The project manager(s) will have the responsibility for implementing and assuring compliance to the Health and Safety Plan.

The Project Manager Assistant will provide assistance to the project manager(s). The assistant will ensure that daily reports are submitted in a timely fashion, all technical submittals are tracked and copies are provided to the field office. The assistant will ensure that all submittals are turned in and received back from the reviewer timely. The assistant will coordinate efforts with subcontracts, ordering/tracking of equipment, modifications, request for information (RFI’s) and invoicing.

The Superintendent is responsible for dividing large tasks into executable tasks and assigning tasks to subcontractors, laborers, equipment operators, and other on-site personnel. He will manage day-to-day activities, ensure quality, safety and schedule compliance. He will anticipate potential construction delays or problems and work with the project manager(s) to avoid them.

The Quality Control/Safety Manager will provide the knowledge and discipline necessary to effectively implement and manage the Quality Control Program. He will be responsible for management of quality control including the various phases of work – including electrical, mechanical and civil structural. He will specifically perform and document the three phases of quality control including preparatory, initial and follow-up. His duties shall also include managing the submittal process and documenting the testing requirements, monitoring and documenting rework items, performing and documenting punch out inspections, and ensuring as-builts are current and accurate.

The above organization provides a flat management structure for immediate responsiveness to the requirements of each project, while maintaining controls and clear lines of authority. This will assure the quality and consistency required for accomplishing the statement of work and daily cost accounting. It will also allow for efficient management of time and cost.
B. 2. a. (continued)

Bay Electric Co., Inc. plans to use Subcontractors to perform a variety of tasks and to provide specialized services on this project. Even though subcontractors will be utilized when their resources are more suited to perform the work, Bay Electric will retain overall program management and site control in order to ensure the seamless application of Bay Electric management systems. Bay Electric has an established working relationship with its subcontractors is based on a mutual understanding and agreement regarding schedule, expedited submittal requirements and the use of an established format and method of receiving and resolving “requests for information” and project change orders.

A coordinated team effort by all of the Bay Electric Co., Inc. staff will ensure that the On-Demand Construction projects will be done in a quality manner, on time and within budget.

Technical Approach

Initial planning and project start-up can set the “tone” for the success of each task order. The planning phase begins when Virginia Tech contact the Bay Electric Program Manager. The Program Manager will review project information and determine client expectations and timeframes, conflict of interest and other special contract requirements. The Program Manager will discuss the general scope of work, discuss expected results, timeframes and decide upon the type of assistance and level of effort required. The Program Manager will then open a project within the company cost management system.

One advantage of the Bay team is our diversified talent pool with depth. This depth allows the flexibility of experienced personnel. Should an intricate player ever become unavailable, an equally qualified replacement is always familiar with the project and available.

Recognizing schedule as the leading constraint, Bay Electric has developed a fully integrated collaborative team approach to streamline the technical approach to complete on-demand construction. We identified common areas of delay and planned the involvement of experienced individuals who can eliminate potential problems in those areas.

Team concepts such as commitment, communication and trust are instilled from the top down. Management has taken the time to define jobs in sufficient detail to ensure the right worker is assigned to the work and success is likely. Individuals understand their roles and feel confident in having a safe work place and the correct tools and equipment to perform the job. Employees of the Bay team understand they can advance and have a career path without changing employers. They feel valued and part of the organization. This commitment leads to individuals looking for better ways to perform their work, anticipating potential problems and avoiding them before they are encountered.

An important part of Bay Electric's technical approach to a project is our use of technology. The Program Manager, Project Manager(s) and Superintendent, as well as office personnel, will have access to email and Bay Electric's shared network. Using this dedicated server to maintain coordination will allow us to minimize delays – everyone will have access to all contract information which will allow team members to stay current with the projects at Virginia Tech.
B. 2. a. (continued)

Safety
Bay Electric Co., Inc. is committed to providing our employees with a safe and healthful workplace. All feasible and practical efforts are made to protect the lives of our employees. Organizational policy requires employees and supervisors to report unsafe conditions. Employees must report all accidents and injuries without fear of retaliation by a supervisor, penalty or other disincentive. Employees who request to improve safety are given priority by our management team. Management provides the financial resources for any reasonable request for safety. Disciplinary procedures are enforced by willful or repeated violations of workplace safety policies. These procedures may include verbal or written reprimands and ultimately may result in termination of employment.

Accidents/incidents interfere with the orderly process of our work and are indications of an inefficient operation. Actions are taken to prevent losses at all levels consistent with the company’s operating policy. Investigations of the incident are conducted by a team of safety professional to identify root causes and lessons learned. These are shared with other projects to ensure similar incidents do not occur again.

It is our intent to comply with all local, state and Federal safety standards, codes and regulations. We support and participate in an aggressive drug-free workplace policy. We expect everyone in this company to perform his or her job in a safe manner and in accordance with the procedures outlined in our safety program. Safety is a key to a successful business operation and as such demands responsible and competent professionals.

Bay Electric Co., Inc. develops a detailed and specific safety plan for each project we operate. These plans are aimed at meeting or exceeding the requirements of our clients and address the following:

Responsibility and Lines of Authority; Disciplinary Procedures; Subcontractors and Suppliers; Training; Safety and Health Services; Accident Reporting; Medical Support; Plans, Programs and Procedures; Personal Protective Equipment; Lock-Out/Tag-Out and Subcontractor Requirements.

The Safety/Training Program addresses the following topics with all new hires, including office staff: New Hire Orientation; Fall Protection; Hazardous Communication; Electrical Safety; Stairway and Ladder Safety; Excavation/Trenching/Shoring and Lockout/Tagout. This is a mandatory training course. Each participant is tested at the conclusion of the training module and is required to receive a passing score. Attendees who fail to receive a passing score are required to retake the course prior to reporting to a job site. In addition, more than 50 other safety courses are offered as required to meet the unique, specific needs of each job site. A representative sample of these courses is provided below.
In addition to formal training in a classroom setting, Bay Electric Co., Inc. provides weekly "toolbox" safety training sessions led by the designated project safety officer or supervisor. These training sessions are mandatory for all project personnel, and subcontractor employees are invited to attend. As part of our commitment to safety, Bay Electric provides comprehensive, project specific safety training throughout the lifecycle of each project.

Quality Control
The Bay Electric's quality control approach is based on ensuring that the customer receives a quality product that complies with the terms of the contract. Bay has incorporated this approach on all projects because it ensures satisfactory performance and increases the likelihood of a profitable project for Bay Electric.

Like all phases of project management, Bay Electric, has established a system that ensures success by developing clear lines of authority and responsibility assigned to positions. This approach eliminates the reliance on individuals and establishes a planned program of actions. Bay Electric understands that construction knowledge and experience are not enough to ensure a quality control program. Contractors must know in detail the requirements of the contract. Bay's quality control program encompasses the entire project and includes but is not limited to the design phase, approval of submittals, procurement and storage of materials, coordination of subcontractor activities, inspections of work performed, and test to ensure the final product meets the expectations described in the contract documents. On each project, our team understands its Quality Control program must produce a quality product on time and in compliance with the contract. It must design a quality control program that is specifically designed to encompass the type of work being performed and measure compliance with the contract documents, and, lastly, it must produce acceptable documentation of the quality control activities.

Bay Electric tailors the quality control plan to the specific requirements of the project. Each plan includes:
- Organization lines of authority will be clear and well-defined.
- Staff will meet the qualifications necessary to adequately oversee the operations.
- Staff will be given sufficient time for QC activities.
- Construction deficiencies will be tracked to ensure timely corrective action is performed.

<table>
<thead>
<tr>
<th>Personal Protective Equipment</th>
<th>Aerial Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Zone Safety</td>
<td>Aerial Work Platforms</td>
</tr>
<tr>
<td>Supervisor Safety Training</td>
<td>Bucket Truck Safety</td>
</tr>
<tr>
<td>Emergency Procedures</td>
<td>Forklift Safety</td>
</tr>
<tr>
<td>Proactive Safety</td>
<td>Contractor Safety/Site Inspection</td>
</tr>
<tr>
<td>Back Protection</td>
<td>Accident Investigation</td>
</tr>
<tr>
<td>Fire Safety &amp; Emergency Preparedness</td>
<td>Utility Strike</td>
</tr>
<tr>
<td>Personal Respirator Equipment</td>
<td>Electrical Safety</td>
</tr>
<tr>
<td>Heat Stress</td>
<td>Hearing Protection</td>
</tr>
<tr>
<td>Hand Safety</td>
<td>Eye Protection</td>
</tr>
<tr>
<td>CPR</td>
<td>Fall Protection</td>
</tr>
<tr>
<td>First Aid</td>
<td>Powered Hand Tool Safety</td>
</tr>
</tbody>
</table>
B. 2. a. (continued)

- Submittal process will be outlined and responsibilities for each submittal assigned.
- Plan will list test to be performed, the responsible party, and test reports will be provided.
- Time must be allotted for the required actions including submittal development, contractor review, and government review.
- Documentation of the quality control plan will be defined. Reports will be designed to prove contract compliance, completed accurately, and performed in a timely manner.
- Lastly, all definable features of work will be divided into the three phase control concept: Preparatory, Initial, and Follow up. The preparatory phase reviews the planned course of action prior to beginning activities. This provides a chance to review design/drawings, physically check materials against the approved submittals and contract requirements. The initial phase is performed at the beginning of the actual operation. This check establishes standards of workmanship and prevents improper work from proceeding. The follow up inspection ensures contract compliance, quality of work and test to confirm/document compliance.
B.2. Plan for providing services:

b. Describe the offeror’s commitment to Virginia Tech in terms of resources, personnel, investment, etc.

From tech graduates to true Hokie fans, Bay Electric’s management team is committed to Virginia Tech. To demonstrate our commitment to the university and to ensure the success of any On-Demand Construction project, Bay Electric will fully utilize our resources to accomplish any given scope of work for Virginia Tech. These resources include, but are not limited to, the following:

- Our management staff has more than 150 years of combined management and construction experience
- In-house personnel have gained experience as professional engineers, design engineers, health and safety officers and contract managers
- Bay Electric employs more than 75 employees consisting of general and electrical construction project managers, general and electrical project estimators, superintendents, electricians and administrative support staff
- Bay maintains a fleet of vehicles and specialized electrical equipment to perform any type of work
- Bay Electric has a bonding capacity in excess of $200 million in the aggregate and an outstanding Safety Experience Modification Rating of .87.
- Bay Electric Co., Inc. has established membership with the Independent Electrical Contractors (IEC), the Association of General Contractors (AGC), Associated Builders and Contractors (ABC), the Virginia Chamber of Commerce and the Virginia Peninsula Chamber of Commerce.
B.2. Plan for providing services:

c. Provide a list of the subcontractors the offeror has routinely used on past projects.

- Warwick Plumbing & Heating – mechanical
- Pearl's, Inc. – carpet work
- Acoustic Ceilings – ceiling work
- Westar Roofing – roofing
- Montgomery Doors – doors/finishes
- East Coast Fire Protection – fire systems
- Noble Abatement – abatement work
- UHP, Inc. – painting
- Virginia Sprinkler – sprinkler system
- Virginia Carolina Steel – steel
- Chesapeake Masonry – masonry
- DAVCON – HVAC/ductwork
- Hiller Systems – fire alarms
- E. Caligari & Sons – painting
- F&C Fireproofing – fireproofing commercial insulation
- Hercules Fence – fencing
- J’s Construction Services – drywall
- Rand Enterprises – fire and security system installation; general construction
B.3. Financial Stability

Bay Electric Co., Inc. has provided a Confidentiality Agreement for signature authority as a request for the most recent annual financial statements as evidence of Bay Electric’s financial stability. Please sign, date and forward back to our attention for further processing. A copy of Bay’s financial statement as evidence of Bay Electric’s financial stability will be forwarded directly.

A letter from Bay’s surety company, Travelers Casualty and Surety Company of America is attached, confirming Bay Electric’s bonding capacity.
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") entered into and made effective as of the 17th day of December, 2013, is between and among, VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY, Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, VA 24061 (the "Recipient"), and BAY ELECTRIC CO., INC., 627 36th Street, Newport News, VA 23607 ("Bay Electric").

Whereas, Recipient and Bay Electric desire to discuss and evaluate certain potential business transactions (the "Transaction(s)");

Whereas, in the course of evaluating the Transaction(s), it will be necessary for Bay Electric to release certain non-public, proprietary and confidential written and oral information relating to the financial affairs of Bay Electric and its shareholders, directors, officers, subsidiaries, affiliates, customers, and suppliers, including preliminary or final financial statements, work papers, financial data, tax returns, analyses, and results of operations (the "Confidential Information");

In consideration of Bay Electric's agreement to furnish the Confidential Information to the Recipient, the Recipient agrees to review the Confidential Information under the following conditions:

(1) The Confidential Information will be used solely for the purpose of evaluating the Transaction(s), performing analyses and/or discussions with third parties, as agreed to by Bay Electric and Recipient. The Recipient will not use the Confidential Information for any other purpose or disclose any of the Confidential Information to any third party without the prior written consent of Bay Electric. All or any part of the Confidential Information may be disclosed only to the Recipient's officers and employees who need to know the Confidential Information for the purpose of performing the services necessary for the Transaction(s); provided, however, that the term Confidential Information as used in this Agreement shall not include any information which (i) is generally available or publicly known, or (ii) is available to the Recipient from a source other than Bay Electric, provided that source is not bound by a confidentiality agreement with Bay Electric.

(2) Except as provide for in section (1) above, the Recipient will not disclose to any person, directly or indirectly, any of the Confidential Information.

(3) The Recipient will keep a record of the Confidential Information furnished to it by Bay Electric. Upon written request by Bay Electric, the Recipient will promptly return to Bay Electric all copies (including any duplicates) of the Confidential Information in its possession, or in the possession of its officers, employees or any other party to whom the Confidential Information was given.

(4) Nothing in this Agreement shall authorize or empower the Recipient to assume or create any obligation or responsibility, expressed or implied, on behalf or in the name of Bay Electric, or to bind Bay Electric in any manner, or to make any representation, warranty or commitment on behalf of Bay Electric.

(5) The Recipient agrees to be responsible for any breach of this Agreement by the Recipient or any of its officers and employees including all liability, loss or damage, (including legal fees and expenses) arising from a breach.

(6) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. This Agreement may be executed by facsimile signature by an authorized representative of any party to this Agreement.

By: By:
Bay Electric Co., Inc. DATE
John F. Biagas, President/CEO DATE
December 16, 2013

Mr. Gregory A. Pratt, VCO, VCCO
Virginia Polytechnic Institute & State University
Procurement Department (MC 0333)
North End Center, Suite 2100 - Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061

Re: On-Demand Construction Services
Request for Proposal #0031046

Dear Mr. Pratt:

Bay Electric Co. Inc. has been an important client of the Travelers Casualty and Surety Company of America and its predecessor companies for more than sixteen (16) years. During that time, we have supported their pursuit of construction projects, both as an electrical contractor and as a general contractor. We have never had a single claim against any bond provided for this very valued client. We are authorized to provide surety bonds for Bay Electric Co., Inc. for any single job up to $50,000,000, and aggregate work program up to $200,000,000.

Travelers Casualty and Surety Company of America enjoys an A.M. Best Rating of A+ (superior). We have the utmost confidence in Bay Electric’s abilities and will provide performance and payment bonds for this work, provided they accept an award of the job, make application to us prior to starting the work, and we are satisfied with prevailing underwriting conditions including, but not limited to acceptable contract terms and job specifications, acceptable bond form and confirmation of full project financing. Please let me know if you have any questions in this regard.

Sincerely,

Carlton L. Gill, Jr.
Attorney-In-Fact

/jsc
B.4. Small, Women-Owned and Minority-Owned Business (SWaM) Utilization

Describe your plan for utilizing small businesses and businesses owned by women and minorities if awarded a contract. Describe your ability to provide statistical reporting on actual SWaM subcontracting when requested. Specify if your business or the business or businesses that you plan to subcontract with are certified by the Department of Minority Business Enterprise.

As a prior small business concern, Bay Electric is particularly sensitive to a Prime Contractor’s need to use all applicable SBA categories in the subcontracting plan and during contract execution. Accordingly, we actively support the U.S. Government Small Business Administration’s policy to provide a maximum practicable opportunity for concerns controlled by socially and economically disadvantaged individuals to perform meaningful and substantive work in contracts awarded.

The Bay Electric Co., Inc. family with its dedicated employees couples this highly-trained work force with fully-qualified subcontractors to ensure timely and efficient performance, as well as meticulous quality control. The firm’s approach has allowed consistent, on-schedule, quality achievement of project milestones. In order to comply with this spirit and intent, Bay Electric Co., Inc. has established a goal of purchasing necessary equipment and supplies from small businesses inclusive of all categories whenever possible.

The narrative to follow delineates Bay Electric’s subcontracting vision for the involvement of Small, Small disadvantaged, Women-Owned, HUBZone, Service Disabled Veteran Owned, and Veteran Owned business concerns for subcontracting opportunities on On-Demand Construction Projects at Virginia Tech. This approach includes involvement goals, the process for identifying types of work to be subcontracted, outreach to potential subcontractors and strategies for monitoring compliance.

Goals
Bay Electric Co., Inc. is a Minority Business Enterprise (MBE) and, if successful in being selected for an On-Demand Construction contract with Virginia Tech, will be performing as much of the construction effort that we are capable to perform. We will continue to utilize Women Owned, Service Disabled Veteran Owned and other Small Business concerns wherever possible to accomplish work for which Bay Electric Co., Inc. does not have the capability to self perform.

Method Used to Develop Subcontracting Goals and to Establish Product and Service Areas to be Subcontracted
The method used to develop the stated goals is as follows:
- Analysis of the scope and nature of the work associated with the project;
- Identification of all anticipated purchases and any work not being self-performed;
- Review of our firm’s previous experience performing similar scopes of work on contracts that required S.W.A.M.
- Review of the marketplace to verify the availability of small business concerns providing the goods and services identified for purchase

Method Used to Identify Potential Sources for Solicitation Purposes
Bay Electric Co., Inc.’s method to identify potential sources for solicitations includes:
The Bay Electric Co., Inc. Supplier Diversity Database, which contains profiles of small business concerns in all categories who have performed work for our firm in the past or who have expressed an interest in providing goods and services to us.

Small Business Trade Shows, which allow small businesses to market themselves to large businesses seeking vendors and suppliers. Annual Trade show attendance includes Virginia Minority Supplier Development Councils Business Opportunity, Georgia Minority Supplier Development Council Business Opportunity and the National Association of Minority Contractors Annual Convention/Trade show.

Lists of Certified Vendors available through sources such as Federal, state, and local offices of equal opportunity, the small business association, and similar entities.

S.W.A.M. Program Administrator

The individual administering this program, Mr. Clay Mullican, Small Business Liaison Officer, will adhere to the principles and goals of the Bay Electric Co., Inc. Plan for this contract. Contact information for Mr. Mullican is as follows:

Clay Mullican, Vice President
Bay Electric Co., Inc. Small Business Liaison Officer
627 36th Street
Newport News, Virginia 23607
757-595-2300
clay.mullican@bayelectrico.com

Mr. Mullican reports directly to the Bay Electric Co., Inc. President/CEO, Mr. John F. Biagas. Mr. Mullican will make every attempt to first consider all small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Service Disabled Veteran Owned, and Veteran Owned for subcontracting opportunities. His list of responsibilities for ensuring small business usage includes, but not limited to:

- Developing and promoting company-wide policy statements that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, women-owned, HUBZone, service disabled veteran owned, and veteran owned business; and assure that small, small disadvantaged, women-owned, HUBZone, service disabled veteran-owned, and veteran-owned businesses are included on the source lists for solicitations for products and services they are capable of providing;
- Developing and maintaining bidder's lists of small, small disadvantaged, women-owned, HUBZone, service disabled veteran-owned, and veteran-owned business concerns from all possible sources;
- Ensuring periodic rotation of potential subcontractors on bidders lists;
- Assuring that all categories of small business concerns are included on bidders' lists for every subcontract solicitation for goods and services they are capable of providing;
- Overseeing the establishment and maintenance of contract and subcontract award records;
- Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;
- Ensuring that small, small disadvantaged, women-owned, HUBZone, service disabled veteran owned, and veteran owned businesses are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
B.4. (continued)

- Providing technical assistance; e.g., engineering, quality control, and managerial assistance to small, small disadvantaged, women-owned, HUBZone, service disabled veteran owned, and veteran owned businesses;
- Address subcontractor grievances, issues, or concerns, if any ever arise; and
- Recording progress in meeting small business participation goals and conducting semi-annual audits of compliance.

Efforts to Assure Equity
It is the policy of Bay Electric Co., Inc. that Small (SB), Small Disadvantaged (SDB), Women-Owned (WOSB), HUBZone, Service Disabled Veteran Owned (SDVO), and Veteran Owned Small Business (VOSB) concerns shall have the maximum practicable opportunity to participate in the performance of contracts. Bay Electric Co., Inc.'s efforts to assure SB/SDB/WOSB/HUBZone/SDVO/ VOSB concerns an equitable opportunity to compete for subcontracts include, but are not limited to, the following activities:

- Outreach efforts to obtain sources:
  - Membership in the National Minority Supplier Development Council;
  - Membership in the Minority Supplier Development Councils for all states in which Bay Electric Co., Inc. maintains an office;
  - Use of the Web-based SBA Dynamic Small Business Search engine;
  - Contacting minority, women's, and small business trade associations;
  - Attending small, veteran's, minority, and women's business procurement conferences and trade fairs;
  - Utilizing newspaper and magazine ads to encourage new sources;

- Internal efforts to guide and encourage purchasing personnel:
  - Presenting workshops, seminars, and training programs;
  - Establishing, maintaining, and using small, veteran owned, small, small disadvantaged, and women-owned small business source lists, guides, and other data for soliciting subcontracts;
  - Monitoring activities to evaluated compliance with the subcontracting plan; and
  - Additional efforts to include cultivating relationships with small, small disadvantaged, women-owned, HUBZone, service disabled veteran owned, and veteran owned businesses that contact us, or are referred to us by other vendors.

Statistical Reporting on Actual SWaM Subcontracting
Bay Electric Co., Inc. recognizes that records must be kept on subcontracting and will provide statistics and information on subcontracting as necessary. The following records will be maintained:

- Source lists, guides, and other data that identify small and small, disadvantaged business concerns.
- A chronological spreadsheet log of organizations and telephone numbers, contacted in an attempt to locate sources that are small or small, disadvantaged business concerns.
- Monthly computer records on each subcontract solicitation resulting in an award indicating
- File records of any outreach efforts to contact: trade associations; business development organizations; and conferences and trade fairs to locate small and small, disadvantaged business sources.
B.4. (continued)

- Records of internal guidance and encouragement provided to buyers through: workshops, seminars, training and so forth; monitoring performance to evaluate compliance with the programs requirements
- Records to support award data that we submit to [prime contractor and/or the end user Government agency]. These records will include the name, address, and business size of each subcontractor.

Department of Minority Business Enterprise-Certification
Bay Electric Co., Inc. is certified with the Department of Minority Business Enterprise. Our certification number is 000723.

Of the businesses that we propose to subcontract with, the following firms are also certified by the Department of Minority Business Enterprise:

- Straight Line Masonry
- E. Caligari and Son
- Hercules Fence
- J's Construction Services
- Rand Enterprises, Inc.
B.5 References

Four (4) recent references, either educational or governmental, for whom you have provided the type services, described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

Building Renovations & Fire Alarm Replacement Sorority Houses 5, 9 & 11 - The College of William & Mary - Bay Electric Co., Inc. was contracted to renovate and replace the entire electrical and fire alarm system for Sorority Houses 5, 7 and 9. Work included cutting and removal of plaster and lathe walls for removal of existing electrical and fire alarm conduit, devices, and wiring. Both systems were upgraded with new fire alarm and electrical panels and all existing conduit, wire, devices, and hardware was replaced throughout the building. Renovation concluded during the summer of 2009 at a contract value of $390,952.80.

**Point of Contact:**
Maralyn S. Carr, Project Documents Manager
The College of William and Mary in Virginia/VIMS
Department of Facilities Management (Planning, Design, and Construction Division)
PO Box 8795; 115 Grigsby Drive, Suite C, Room 119
Williamsburg, VA 23187-8795
(757) 221-1471, Fax: (757) 221-2473

Lighting Renovations/Additions to Gooch Dillard Dormitory - The University of Virginia - Bay Electric Co., Inc. was contracted to add 2'x2' surface mounted fluorescent fixture in close to 700 dorm rooms during the summer of 2010 as part of a project to renovate the Gooch-Dillard dormitory. Bay Electric Co., Inc. provided labor, material, and supervision to complete the work in a timely manner while coordinating with several trades including painting, flooring, and carpet contractors.

**Point of Contact:**
Kevin Walls - Housing Division, Project Manager
The University of Virginia – Gooch Dormitory
P.O. Box 400735
Charlottesville, VA 22904
Office: (434) 243-2013
Fax (434) 924-7089

Electrical Repair Services - Virginia Commonwealth University – Bay Electric Co., Inc. provides renovation/repair electrical and general construction services to Virginia Commonwealth University on an as needed basis. Contract started in April 2012; this is our 2nd option year.

**Point of Contact:**
Robert Helwig – Plant Manager
Virginia Commonwealth University
700 West Grace Street
Richmond, Virginia
804-828-0100
rhelwig@vcu.edu
B.5 (continued)

Electrical Preventative Maintenance Contract – NAVFAC Mid-Atlantic, Naval Medical Center, Portsmouth, Virginia – Bay Electric Co., Inc. provides electrical preventative maintenance and renovation/repair electrical and general construction services to Naval Medical Center Portsmouth on an as need-basis. Contract started in December 2009; this is our 4th option year.

Point of Contact:
William “Archie” Blythe – Contracting Officer
NAVFAC Mid-Atlantic
Naval Medical Center Portsmouth
Office: 757-953-7303
William.blythe@navy.mil
B.6 General Information Form

The return of the General Information Form and addenda, if any, signed and filled out as required.
An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

Women-owned business — A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Minority-owned business — A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

6. COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Electric Co., Inc.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS NAME/DBA NAME/TA NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>See above</td>
<td>See above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Electric Co., Inc.</td>
<td>See above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>627 36th Street</td>
<td>627 36th Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE/IN INITIALS</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>John F. Biagas - President/CEO</td>
<td></td>
<td>12/16/2013</td>
</tr>
</tbody>
</table>

As of this signing, 12/16/2013, there are no addendums (initials)