

GOOCHLAND COUNTY’S GENERAL CONDITIONS FOR CONSTRUCTION

Goochland County adopts, as its Base Document, the General Conditions of the Contract for Construction (AIA Document A201, 2017 Edition), subject to the following modifications, deletions, and amendments. Hereinafter, the Base Document, as modified by this document, shall be referred to as the General Conditions of the Contract Documents for IFB 2021-17 Hickory Haven and Samary Forest Sanitary Sewer Project, between County and General Contractor (“General Conditions” and internally referred to as “this Agreement”).

The article numbers herein correspond to the article numbers in AIA Document A201, 2017 Edition. All article titles are provided for convenience only, with no other significance. All portions of the Base Document not specifically modified, deleted, or amended herein are adopted through this reference as if fully set forth herein.

ARTICLE I GENERAL PROVISIONS

Section 1.1.1

Delete the first sentence and replace with the following:

“The Contract Documents include the following:

- (i) The Contract for Construction and Related Services (the “Contract” or the “Agreement”);
- (ii) Goochland County’s General Conditions for Construction, which include the General Conditions of the Contract for Construction AIA Document A201, 2017 Edition, as amended by the terms and provisions in Goochland County’s General Conditions for Construction;
- (iii) The Contract Drawings and Specifications and any approved modifications thereto (collectively, the “Plans”);
- (iv) The County’s Instructions to Bidders for Procurement of Construction and Related Services;
- (v) The County’s Invitation for Bids No. IFB 2021-17 Hickory Haven and Samary Forest Sanitary Sewer dated June 22, 2021, and any addenda;
- (vi) The Contractor’s bid dated _____, and all required documents submitted by Contractor in response to the Invitation for Bids, and any lawful and valid modifications thereto; and
- (vii) any Modifications executed by Owner and Contractor.

If any term or provision in the Contract Documents is not in

compliance with the requirements of the Virginia Public Procurement Act, then the requirements of the Virginia Public Procurement Act shall govern.”

Delete the last sentence.

Section 1.1.2 In the fourth sentence, at the end of (3) . . . “consultants”, add the words “except or unless as stated in the Contract between the Owner and the Architect.” Delete the final sentence.

Section 1.1.8 Delete all text and replace with the following: “The Plans. The Plans are that portion of the Contract Documents consisting of the Drawings and Specifications and any approved modifications thereto.”

Add the following:

Section 1.1.9 Wherever in the Contract Documents the words “as approved,” “as directed,” “as required,” “acceptable,” “satisfactory” and other similar words are used with reference to the Work or its performance, and without further qualification, they shall mean as approved, as directed and as required by the Owner, and acceptable, satisfactory, etc. to the Owner.

Section 1.2.1 In the second sentence, delete everything following the words “by all;” and replace the semicolon with a period to end the sentence.

Section 1.2.3 After the first sentence, add “Notwithstanding any other language to the contrary contained in the Contract Documents, if there is an inconsistency between Drawings and Specifications or within either document which is not clarified by Addendum, the better quality and/or the more expensive and/or greater quantity of Work shall be provided in accordance with the Owner’s interpretation.”

Add the following:

Section 1.2.4 Equipment and materials specified in the Contract Documents shall be furnished complete with all features normally provided with such items, although all features of design and construction may not be specified in complete detail. Such features shall be subject to the approval of the Architect and County and shall include all standard accessories and appurtenances normally provided or which are required for safe operation.

Add the following:

Section 1.2.5 Where references are made throughout the Specifications to standards or specifications of trade associations, standards and testing organizations, etc., or to the directions, recommendations, or

specifications of manufacturers, in all cases the latest approved printed copies of these items shall apply, and all Work shall be done in accordance therewith. Any variations or conflicts in the Specifications and referenced standards, directions and specifications must be called to the Architect's and Owner's attention before beginning the Work.

- Section 1.5.1 Delete and replace with the following: "All drawings, specifications and copies thereof furnished by the Architect are and shall remain Owner's property. They may only be used with respect to this Project and are not to be used on any other project. With the exception of one (1) set of Contract Documents for each party thereto, such documents are to be returned or suitably accounted for to Owner or Architect on the Owner's behalf, on request, or at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in abrogation of the Architect's common law copyright or other reserved rights, as modified by the contract between Architect and Owner."
- Section 1.5.2 Delete.
- Section 1.6.2 Delete "Section 15.1.3" and replace with "Article 15".
- Section 1.7 Delete the second sentence.
- Section 1.8 Delete.

ARTICLE 2 OWNER

- Section 2.1.1 Delete the first sentence and replace it with the following: "Owner is Goochland County, Virginia, which may also be referred to as County." Delete the words "Except as otherwise provided in Section 4.2.1," from the third sentence so that the sentence reads "The Architect does not have such authority."
- Section 2.1.2 Delete.
- Section 2.2 Delete.
- Section 2.2.1 Delete.
- Section 2.2.2 Delete.

Section 2.2.3	Delete.
Section 2.2.4	Delete.
Section 2.3	Delete and replace with: “Information Possessed by Owner”
Section 2.3.1	Delete and replace with: “The Owner, as a courtesy, may make available for the Contractor’s reasonable review, at the Owner’s offices or together with the Contract Documents, certain boring logs, geotechnical, soils and other reports, surveys and analysis pertaining to the Project site. Any such information provided to the Contractor is intended to be for the Contractor’s convenience only, and its accuracy and completeness are not guaranteed or warranted by the Owner or the Architect or Engineer, it being the Contractor’s sole responsibility to verify the accuracy and completeness of such information. Such information is not incorporated by reference or made a part of the Contract Documents.”
Section 2.3.2	Delete and replace with: “Notwithstanding any information provided by Owner or anyone acting on behalf of Owner, the Contractor assumes full responsibility for inspection of the site and for the means and methods of construction that he employs when performing the Work. The Owner shall not be liable for any additional work or costs arising as a result of any conclusions reached or assumptions derived by the Contractor from or based upon any such information that the Owner makes available for the Contractor's convenience.”
Section 2.3.3	Delete.
Section 2.3.4	Delete.
Section 2.3.5	Delete.
Section 2.3.6	Delete “for purposes of making reproductions pursuant to Section 1.5.2”.
Section 2.4	Delete “as required by Section 12.2” and “except to the extent required by Section 6.1.3.”
Section 2.5	Delete sentences 2, 3 and 4 and replace with: “Owner may rectify such deficiencies, including without limitation, by performing the Work or having the Work performed by other contractors. In such case, an appropriate Change Order or Change Directive shall be issued by Owner deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including

compensation for the Architect's/Engineer's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

Section 3.1.1 Add to end, "Contractor is also referred to at times as General Contractor."

Section 3.2.1 At the end of the Section, add "Failure by Contractor to acquaint itself with such conditions shall not relieve it of the responsibility for successfully performing the Work pursuant to the terms of the Contract Documents."

Section 3.2.2 In the first sentence, delete "pursuant to Section 2.3.4,"

Section 3.2.3 Delete and replace with: "Contractor shall verify all dimensions by measurement at the Project site and shall take any and all other measurements necessary to verify the Drawings and to properly lay out the Work. Contractor shall study the Contract Documents sufficiently in advance of the actual layout of the Work to allow the Contract Documents to be interpreted or modified by Architect. Contractor shall verify all grades, lines, levels, and dimensions indicated on the Drawings and shall report all inconsistencies in writing to the Architect, with a copy to Owner, and shall receive clarification of such inconsistencies from Architect before commencing Work."

Section 3.2.4 In the first sentence, delete the first reference to "pursuant to Sections 3.2.2. or 3.2.3". Delete the second and third sentences and replace with the following:

If Contractor (or any person in contract with Contractor relating to the Project) knew, or should have known, that an error, inconsistency, omission, ambiguity, discrepancy, conflict or variance exists in the Contract Documents, or between the Contract Documents and any of the applicable codes, or the Specifications, Drawings, or Plans and standards set therein, Contractor has the obligation to seek a clarification from Architect prior to the time the Work is performed which is affected by such error, inconsistency, omission, ambiguity, discrepancy, conflict or variance. Contractor shall not be liable for damages relating thereto if it has met this obligation. Owner will welcome such a clarification request and, if

deemed necessary by Owner, Architect or Owner will issue a written addendum clarifying the matter in question. Should Contractor fail to seek such a clarification immediately upon the discovery of the need therefor, and prior to the time the said Work is performed, Contractor thereby waives, and agrees to indemnify and hold Owner harmless from, any claim, suit, or cause of action arising out of or related to such error, inconsistency, ambiguity, discrepancy, conflict or variance which Contractor (and any person in contract with Contractor relating to the Project) knew or should have known existed prior to the time the Work was performed.”

Add the following:
Section 3.2.5

Contractor is responsible for locating all underground structures such as water, oil, and gas mains, water and gas services, storm and sanitary sewers, and telephone and electric conduits which may be encountered during the Work. Contractor shall dig test holes to determine the position of the underground structures. Contractor shall pay the cost of digging test holes and likewise shall pay the cost of the services of representatives of the owners of such utilities for locating the utilities. The cost of determining the location of any and all utilities is to be included in the Bid Price.

Add the following:
Section 3.4.1.1

Contractor shall be required to pay all utility bills (e.g., heating, air conditioning, water) incurred through the date of Substantial Completion by Owner.

Section 3.4.2

Remove “in accordance with Sections 3.12.8 or ordered by the Architect in accordance with Section 7.4” and replace with “the Contract Documents”.

Add the following:
Section 3.4.2.1

Not later than fifteen (15) days from Commencement of the Work, Contractor shall provide a list of all products proposed for installation, including the name of the manufacturer of each, for review and approval by Architect and Owner. Items specified by manufacturers’ model numbers and name proposed for installation do not need to be listed. The list shall be tabulated by, and be complete for, each section of the specifications. Where applicable, subcontractors’ names shall be included on the list.

No substitution will be considered unless Contractor has submitted a written request for approval, and Architect has received that request, at least seven (7) days before Contractor provides the products list required herein. Each such request shall include the

name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute will require shall be included in the request. The burden of proof of the acceptability of the proposed substitution shall be upon the party proposing the substitution. The Architect's decision to approve or disapprove a proposed substitution shall be final.

Add the following:

Section 3.4.2.2

By making requests for substitutions, Contractor:

1. Represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
2. Represents that Contractor will provide the same warranty of the substitution that it would for that specified.
3. Certifies that the cost data presented is complete and includes all related costs under the Contract Documents except the Architect's redesign cost, and waives all claims for additional costs related to the substitutions which subsequently become apparent.
4. Shall coordinate the installation of the accepted substitute, making sure changes as may be required for the Work to be complete in all aspects.

Section 3.5.1

Add the following sentence to the end of the Section: "The guarantee period for any system or systems on which required tests have not been successfully performed as of the date of Substantial Completion for the Work, due to seasonable limitations, shall begin after the required tests have been successfully performed."

Section 3.5.2

Replace "Section 9.8.4" with "the Contract Documents".

Section 3.7.1

Delete this Section and replace it with the following:

Contractor shall pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work which are legally required prior to and during construction including all costs and fees for electric service with the exception of the electric power connection fee, the Goochland County Building Permit and the Goochland County Mechanical, Plumbing and Electrical Trade Permit fees which shall be waived by Owner. Even though these fees will be waived by Owner, Contractor is responsible for securing these permits from the Goochland County

Building Inspections office.

A Goochland County business license is required for all Contractors. Contractor is responsible for application and payment of County business license fee.

Contractor and all its Subcontractors and Sub-subcontractors shall comply with all codes, standards, and other regulations applicable to the Project and shall obtain a final Certificate of Occupancy upon completion of the Project as a condition precedent to Final Acceptance and Final Payment.

Section 3.7.3 In the first line, delete the words “knowing it to be”; in the second line, delete the word “appropriate”.

Section 3.7.4 In the second sentence, delete both of the words “Architect” and replace with the word “Owner”; and add the following to the end of the sentence: “and the recommendation of Owner shall be binding on Contractor.” Delete the third and fourth sentences.

Section 3.9.2 Delete.

Add the following:

Section 3.9.4 Superintendent shall be required to carry a cell phone, provided at Contractor’s expense, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, for the duration of the Work. The cell phone number shall be given to the Owner and Architect prior to commencement of any Work. The Superintendent shall generally be available to Owner or Architect by cell phone between the hours of 7:00 a.m. and 6:00 p.m., Monday-Friday, as well as during any time that Work is being performed on Site. In addition, day, evening, night, and weekend phone numbers to reach Contractor’s representative(s) with authority to make decisions about the Project shall be provided to the Owner so that Contractor can be contacted at any time should an occurrence at the Project Site require action on the Contractor’s part, as determined by the Owner. Contractor shall advise Owner and Architect of any change in the numbers provided hereunder within 24 hours of the change.

Add the following:

Section 3.9.5 Superintendent shall have a minimum of three (3) years commercial experience as the primary Superintendent on projects of similar size and complexity as the Work. Contractor shall submit to Architect a resume and other supporting documentation showing that the proposed Superintendent is competent and has the minimum work experience required to execute the Work. Owner reserves the right

to request additional supporting documentation regarding the proposed Superintendent's qualifications and to require Contractor to propose an alternate Superintendent who better meets the requirements contained in this Article, as may reasonably be determined by Owner. Contractor shall notify Architect and Owner in writing of any proposed replacement of Superintendent. Contractor shall not replace a Superintendent who has been approved by the Owner without prior written approval from the Owner. The requirements contained in this Article shall apply to any proposed replacement Superintendent, regardless if the proposed tenure is to be temporary or permanent.

Add the following:
Section 3.9.6

Contractor shall employ a Project Manager to be assigned to the Work. The Project Manager employed by Contractor shall have a minimum of three (3) years commercial experience as Project Manager on projects of similar size and complexity as the Work. Contractor shall submit to Owner, with its Bid, a resume and other supporting documentation showing that the proposed Project Manager is competent and has the minimum work experience required to execute the Work. Owner reserves the right to request additional supporting documentation regarding the proposed Project Manager's qualifications and to require Contractor to propose an alternate Project Manager who better meets the requirements contained in this Article, as may reasonably be determined by Owner. Contractor shall notify Architect and Owner in writing of any proposed replacement of the Project Manager. Contractor shall not replace an approved Project Manager without prior written approval from Owner. The requirements contained in this Article shall apply to any proposed replacement Project Manager, regardless if the proposed tenure is to be temporary or permanent. Project Manager shall not act as Superintendent or replacement for Superintendent without written approval from Owner.

Section 3.10.1 In the first sentence, delete "being awarded the Contract" and replace with "Contract Award, but in no event later than 15 days after Contract Execution". In the last sentence, after "Work and Project" add "or as may be required by Owner or Architect."

Section 3.10.2 In the first sentence, after "Contract", add "but in no event later than 30 days after Contract Execution", and after "as necessary to maintain a current submittal schedule", add "or as may be required by Owner or Architect,"

Section 3.10.3 Delete and replace with "Contractor warrants that it will meet the most recent schedules."

Add the following:

Section 3.10.4

No work shall be done between 6:00 p.m. and 7:00 a.m. without express permission of Owner.

Section 3.12.4

Delete and replace with the following:

All copies of Shop Drawings submitted for approval shall bear the following statement: "Checked and certified correct for conformance with the Contract Documents." This statement shall be dated and signed by Contractor and shall appear on each submittal. One copy of each approved submittal shall be kept at the Project Site at all times.

Section 3.12.10

In the first sentence, delete the words "not" and "specifically", and replace the first word "unless" with "when" and the phrase "or unless" with "and when". In the third sentence, delete the word "specifically".

Add the following:

Section 3.12.11

Contractor shall not reproduce all or any portion of the Contract Documents. Unless otherwise directed or specified, one reproducible original and six copies of each Shop Drawing shall be submitted with each submittal or re-submittal. Unless otherwise directed or specified, seven copies of Product Data shall be submitted with each submittal or re-submittal. Unless otherwise directed or specified, samples shall be submitted in duplicate and shall be properly labeled, bearing the name and quality of material, name of manufacturer, name of Project, name of Contractor, and date of submission.

Add the following:

Section 3.12.12

Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) resubmittals. Architect's review of additional resubmittals will be made only with the consent of Owner after notification by Architect. Owner shall be entitled to deduct from Contract Sum amounts paid to Architect for evaluation of such additional resubmittals.

Add the following:

Section 3.13.1

Contractor shall not use areas of the Site not designated in the Contract Documents as part of the Work unless otherwise indicated in the Contract Documents or required and incidental to complete the Work. Keep activity within the defined construction fencing on the Drawings.

Add the following:

- Section 3.15.3 Contractor shall provide an on-site waste receptacle or receptacles of sufficient size and capacity to dispose of waste materials and rubbish that accumulate on the Site. These receptacles shall be emptied on a regular basis, as needed, but at least once a week. Contractor shall dispose of all waste materials and rubbish at an approved site for waste disposal.
- Section 3.17 In the third sentence, after the words “made known to, the Contractor”, add “or, in the exercise of ordinary care, the Contractor would have reason to believe,”
- Section 3.18.1 Delete the second sentence.

ARTICLE 4 ARCHITECT

- Section 4.1.1 Delete and replace with: “The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract Documents and is referred to throughout the Contract Documents as if singular in number. Such terms as “Architect-Engineer”, “Engineer”, and “A-E”, if used in these Contract Documents, is intended to mean the Architect and its consultants unless otherwise intended by the context or usage of such terms. Such terms do not mean or include any design professional of Contractor or Subcontractor.”
- Section 4.1.2 Delete “Contractor.”
- Section 4.2.1 Add to the end: “With Owner’s concurrence, Architect may also provide contract administration during the one-year period for correction of Work described in paragraph 12.2.”
- Section 4.2.2 In the first sentence, delete “in a manner indicating that the Work, when fully completed, will be”. Add to the end of the first sentence “, and to keep Owner apprised of progress of the Work.” Delete the second sentence.

- Section 4.2.3 Add to the end of the second sentence, “except as provided in the Agreement between Owner and Architect.”
- Section 4.2.4 Delete the first two sentences. Add a final sentence: “Notwithstanding anything to the contrary, the Owner has not relinquished its right to communicate directly with the Architect’s consultants, Contractor’s subcontractors, sub-subcontractors, suppliers or other parties involved in the Project.”
- Section 4.2.6 Delete the words “in accordance with Sections 13.4.2 and 13.4.3” from the second sentence. Delete the third sentence.
- Section 4.2.7 In the first sentence, delete “but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.” Delete the third sentence.
- Section 4.2.8 Add “or the Owner” in the first sentence after the words “The Architect”. Delete the second sentence.
- Section 4.2.12 Delete the second sentence and replace it with the following: “In its capacity as interpreter and judge, Architect shall use its best efforts to secure faithful performance by Contractor.”

**ARTICLE 5
SUBCONTRACTORS**

- Section 5.2.1 In the first sentence, delete “as soon as practicable after award of the Contract” and replace with “within 15 days of Contract Execution”; delete “each principal portion of”. In the second sentence, delete “Within 14 days of receipt of the information”. Delete the third sentence and replace with “Contractor shall provide Virginia Contractor’s License number and Class for each proposed Subcontractor”.
- Section 5.2.2 In the first sentence, delete “and timely.”
- Section 5.2.3 Delete the second and third sentences.
- Add the following
Section 5.3.1 Every subcontract must:
1. Require that such Work be performed in accordance with the requirements of the Contract Documents;
 2. Require the Subcontractor to carry and maintain liability insurance in amounts sufficient to cover the potential risks and

damages with respect to the type and quantity of Work to be performed by Subcontractor.

3. Require the Subcontractor to furnish such certificates and waivers if liens as any lender or title insurer may reasonably request prior to receiving any payments for Work performed, including releases of claims and waivers of mechanics lien rights to the extent permitted by law;
4. Indemnify the Owner Indemnitees to the same extent as required by the Contractor under the Contract Documents;
5. Make the same warranties for the applicable portion of the Work to the Owner as required by the Contractor under the Contract Documents;
6. Assign all intellectual property rights to the Owner to the same extent as required by Contractor under the Contractor Documents; and
7. Agree to the dispute resolution procedures as set for the in the Contract Documents.

Add the following:
Section 5.3.2

Contractor shall not be released from any part of its liabilities or obligations under the Contract Documents should any Subcontractor fail to perform in a satisfactory manner the Work undertaken by it.

Add the following:
Section 5.3.3

Except as provided in Paragraph 5.4, nothing contained in the Contract Documents shall be construed as creating a contractual relationship between the Owner and any Subcontractor. The Specifications do not control Contractor in dividing the Work among Subcontractors, nor do they limit the work performed by trade.

Add the following:
Section 5.3.4

Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, and of all Subcontractors and their employees. Contractor shall also be responsible for the coordination of the work of Subcontractors and suppliers.

Add the following:
Section 5.3.5

Architect and Owner will not undertake to settle any differences between or among Contractor and its Subcontractors or suppliers.

Add the following:
Section 5.3.6

Contractor shall employ specialty Subcontractors when required by the Specifications, at no additional expense to Owner. "Specialty subcontractors" are subcontractors regularly engaged in the manufacture or installation of specific equipment, materials,

systems, or other items. Specialty subcontractors shall select and combine the materials involved and maintain and have available workmen skilled in the specified work. Specialty subcontractors shall be the manufacturers, licensed by the manufacturers as installers, or work under the direct supervision of the manufacturers.

Add the following:

Section 5.3.7 All work shall be performed by mechanics skilled in the trade.

Section 5.4.1.1 Delete the words “and Contractor.”

Section 5.4.2 Delete.

Section 5.4.3 Delete second sentence.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Section 6.3 On line 3, delete the words “the Architect will.”

ARTICLE 7 CHANGES IN THE WORK

Section 7.3.3 Delete this Section and all Subsections and replace it with the following:

In making any change, the charge or credit for the change shall be determined by one of the following methods selected by Owner:

- .1 By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before the Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract Documents or by a mutually agreed unit price if none was provided in the Contract Documents. No additional percentage markup for overhead or profit shall be added to the unit prices;
- .2 By a mutually agreed change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. The price change shall include Contractor’s overhead and

- profit;
- .3 By ordering Contractor to proceed with the change to the Work and to keep and present, in such form as Owner may direct, an accurate itemized account of the cost of the changes to the Work, both additive and deductive, together with vouchers, invoices, and labor records necessary to substantiate the account. The cost shall include an allowance for overhead and profit as set forth in the following sections.
 - .4 By using as a source for changes for the Work (except those unit prices specifically included in the Contract Documents, if any), the unit prices in the Means Building Construction Cost Data, latest edition, R.S. Means Company, Inc., adjusted for Richmond, Virginia. These unit prices shall be used as a maximum limiting charges and minimum credits allowable for any change in the Work.

Section 7.3.4

Delete and replace with the following:

The allowance for overhead and profit combined, included in the total cost to Owner, shall be based on the following schedule. Stated percentages shall be applied to the NET cost of the changed work:

- .1 If Contractor does all or part of the changed Work, its mark-up shall be a maximum of 15% on its direct work only.
- .2 If a Subcontractor does all or part of the changed Work, its mark-up shall be a maximum of 15% on its direct work only and Contractor's mark-up on the Subcontractor's price shall be a maximum of 10%.
- .3 If a Sub-subcontractor at any tier does all or part of the changed Work, the Sub-subcontractor's mark-up on its direct work only shall be a maximum of 15%. The mark-up of the Sub-subcontractor's work by Contractor and all intervening tiers of subcontractors shall not exceed the total of 10%.
- .4 Subcontractors who do not enter into the changed Work shall not add the cost thereof.
- .5 Where Work is deleted prior to its commencement, without substitution of similar Work, 100% of the Contract price of that Work shall be deducted. In the event that material submittals have been approved and orders placed for said materials, a lesser amount, but in no case less than 80% of the Contract price for that Work shall be deducted. Credit for Performance and Labor and Materials Bonds shall be

100%.

Section 7.3.5 Delete.

Section 7.3.6 Delete.

Section 7.3.7 Delete.

Section 7.4 Add “, after due coordination with the Owner,” after the words “The Architect,” in the first sentence. Delete the third and fourth sentences and add the following to the end: “Contractor shall promptly carry out Architect’s written orders.”

Add the following:

Section 7.4.1 Notwithstanding anything contained in this Article to the contrary, in no event shall any changes in the Work with respect to the manufacturer of a specified item or material, or the color, quality or grade, or physical composition of any specific item or material be made without the written consent of the Owner, nor shall any change in any dimension of any component of the Work or equipment incorporated into the Work be made without the written consent of Owner, even if any of the above described changes would be considered a minor change in the Work.

ARTICLE 8 TIME

Section 8.1.2 Delete and replace with the following:

The date of commencement of the Work is the date established in the Notice to Proceed issued by Owner. The date shall not be postponed by the failure to act of Contractor or of persons or entities for whom Contractor is responsible.

Section 8.2.2 At the end of the sentence, delete “and Owner”.

Section 8.3.1 Delete “Architect determines” and replace with “Architect and Owner determine”; add to the end “and Owner agree”.

Add the following:

Section 8.3.1.1 Notwithstanding the provisions of Section 8.3.1 above, no extension of time will be granted unless the Contractor demonstrates that the delay in completion of the Work was caused by a delay in a portion of the Work that was on the critical path of the Project. The completion time contemplated by this Agreement anticipates a

certain number of lost days due to normal inclement weather conditions. Only unusual or severe weather conditions for the time of year will be considered as justification for a delay in completion of the Work.

Section 8.3.3 Delete and replace with the following:
Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract time, to the extent permitted under Section 8.3.1 and 8.3.1.1, shall be the sole remedy of the Contractor for any delay in the commencement, prosecution or completion of the Work, hindrance or obstruction in the performance of the Work, loss of productivity, or other similar claims (“Delays”) whether or not such Delays are foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration.

ARTICLE 9 PAYMENT AND COMPLETION

Section 9.1 After “Contract Sum”, add “or Contract Price”.

Section 9.2 In the first sentence, delete “Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the”. In the second sentence, add “Owner and” before the word “Architect”. In the third sentence, delete “unless objected to” and replace with “if accepted”; add “Owner and” before the word “Architect”. In the fourth sentence, add “Owner and” before the word “Architect” in all three places.

Section 9.3.1.2 Add to the end “, and if payment is received but for some reason not paid to the Subcontractors, Sub-subcontractors or material suppliers, that portion of the payment shall be returned to the Owner not later than seven (7) days after receipt.”

Add the following:

Section 9.3.2.1 Contractor shall provide invoices, package slips, or other form of supporting data for materials stored on-site claimed on the Application for Payment, unless it can be verified through on-site observations. Contractor shall maintain a concise bill of materials and label materials stored on-site for ready identification and verification.

Section 9.5.1 In the fourth sentence, delete “for which the Contractor is responsible”. Add the following to the end in a new paragraph:

“Notwithstanding anything to the contrary contained in the Contract Documents, the Owner also may withhold any payment to the Contractor hereunder for the reasons listed in Section 9.5.1 above, provided that any such holdback shall be limited to the amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.”

Add the following:

Section 9.6.1.1 Owner may withhold payment to Contractor notwithstanding Architect’s certification, if it is necessary, in Owner’s sole judgment, to do so to protect Owner from loss caused by any reason stated in Sections 9.5.1.1 through 9.5.1.7.

Add the following:

Section 9.6.2.1 If General Contractor does not make payment to any Subcontractor as required, General Contractor shall notify Owner and Subcontractor, in writing, of General Contractor’s intention to withhold all or a part of the Subcontractor’s payment with the reason for nonpayment.

Add the following:

Section 9.6.2.2 General Contractor is obligated to provide (i) Subcontractor’s social security number if it is an individual or (ii) its federal identification number if it is a proprietorship, partnership, or corporation, in accordance with Section 2.2-4354 of the Code of Virginia. General Contractor is obligated to pay interest to the subcontractor on all amounts owed by General Contractor that remain unpaid after 7 days following receipt by General Contractor of payment from Owner for Work performed by Subcontractor, except for amounts withheld as allowed above. Unless otherwise provided under the terms of the Contract Documents, interest shall accrue at the rate of one percent (1%) per month. General 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. General Contractor’s obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of Owner. A Modification shall not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

Section 9.6.7 Delete and replace with the following:

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of these General Conditions, as modified;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation on the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect or Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of these General Conditions, as modified.

Section 9.6.8

Delete and replace with the following:

Except as hereinafter provided, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, is not a waiver of (a) any of the Owner's rights to retainage in connection with other payments to the Contractor or (b) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

Add the following:

Section 9.6.9

Owner will pay Contractor for stored materials to the extent permitted by the Contract Documents. In no case shall Contractor be entitled to payment from Owner for materials stored off the job site unless Contractor has supplied the Owner with a certificate of insurance showing sufficient insurance coverage against loss or destruction of material, with Owner named as additional insured, and Contractor has notified Owner in writing of the location of the materials.

Section 9.7

Change "seven" to "ten" throughout this Section. In the first

sentence, after “Contractor’s” add “full, complete and acceptable”; in the third line, add the word “or” after the words “Contract Documents”; and delete “or awarded by binding dispute resolution,”. Delete the second sentence.

Add the following:

Section 9.7.1

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount (and applicable interest) and may, in the Owner’s sole discretion, after five (5) business days written notice to the Contractor, elect either to: (i) deduct an amount equal to that which the Owner is entitled (from any payment then or thereafter due the Contractor from the Owner) or (ii) issue a written notice to the Contractor reducing the Contract Price in an amount equal to that which the Owner is entitled.

Section 9.8.1

Add to the end of the sentence “provided that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and/or any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project, and the cost of completing the Work that remains incomplete or defective shall not exceed 5%.”

Section 9.8.3

Add the following to the end: “Except with the consent of Owner, Architect will provide no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. Owner shall be entitled to deduct from the Contract Sum amounts paid to Architect for any additional inspections.”

Add the following:

Section 9.8.3.1

Contractor shall schedule and coordinate all equipment and systems start-ups and Project commissioning. Contractor shall also provide Owner with operation and maintenance manuals and other operational documentation not less than twenty-eight (28) calendar days prior to the required date of Substantial Completion to allow adequate time for systems start-up and delivery and training prior to commissioning and occupancy of the Project. Contractor’s training shall occur on-site and be video-recorded, and the video record shall be provided to Owner.

Section 9.8.5 Delete the second sentence.

Add the following:
Section 9.8.6

Substantial Completion shall occur within the number of days designated on the Bid Form, counted from the Notice to Proceed. At the time Contractor makes a written request for an inspection to determine Substantial Completion, in accordance with Section 9.8 of the General Conditions, the following must be accomplished:

- .1 Contractor shall have made its own punch list inspection and corrected those items noted.
- .2 Contractor shall have provided Architect with a list of items which remain to be completed or corrected, but which do not preclude the use of the premises by Owner for its intended purposes. Items not complete, including punch list items which require occupants to change their procedures to avoid ladders, painting activities, and similar obstructions created by the Contractor are not allowed. All such items must be complete prior to Substantial Completion.
- .3 Should additional site visits or other work by Architect be required which is attributable to Contractor, or Contractor's failure to complete Work in a satisfactory manner, the cost of Architect's time and reimbursable expenses associated with such visits or work will be Contractor's responsibility, and will be charged to Contractor. Additional Site visits or work relating to completing the Contract, or work required by Architect after the scheduled visit for Certification of Final Payment will also be charged to Contractor. Owner, using the Architect's approved hourly billing rates, will make all such charges to Contractor.

Add the following:
Section 9.8.7

The Contractor has thirty (30) days from the Date of Substantial Completion to complete all items on the punch list to the satisfaction of the Owner. If the Contractor fails to complete all punch list items within the designated time, the Owner shall have the option to correct or conclude any remaining items by utilizing its own forces or by hiring others. The cost of such correction of remaining punch list items by the Owner or others shall be deducted from the final payment to the Contractor, and if the Owner has not retained sufficient funds to cover the cost, Contractor or its surety will pay the difference within 30 days of a written demand by the Owner to do so.

Add the following:

Section 9.8.8 Guarantees and warranties required by the Contract Documents shall commence on the Date of Final Completion of the Work, unless otherwise provided in the Certificate of Substantial or Final Completion, or the Contract Documents. Provided, however, that if Contractor does not complete certain punch list items within the time period specified in Section 9.8.4, all warranties and guarantees for such incomplete Punch List items shall become effective upon issuance of final payment for the Work.

Add the following:

Section 9.8.8.1 The Contractor shall guarantee for a term of one (1) year from the date of Final Completion or Final Payment, whichever comes later, (unless otherwise provided for in the Certificate of Substantial or Final Completion or the Contract Documents): (1) the quality and stability of all materials, equipment and Work; (2) all the Work against defects in materials, equipment or workmanship; and (3) all shrinkage, settlement or another faults of any kind which are attributable to defective materials or workmanship. The Contractor shall remedy at his own expense, when so notified in writing to do so by the Owner, and to the satisfaction of the Owner, the Work or any part thereof that does not conform to any of the warranties and guaranties described in the Contract Documents or that otherwise does not conform to the requirements of the Contract Documents.

Add the following:

Section 9.8.8.2 The Contractor shall complete repairs during the guarantee period within five (5) working days after the receipt of Notice from the Owner, and if the Contractor shall fail to complete such repairs within the said five (5) working days, the Owner may employ such other person or persons as it may deem proper to make such repairs and pay the expenses thereof out of any sum retained by Owner, provided nothing herein contained shall limit the liability of the Contractor or his surety to the Owner for non-performance of the Contractor's obligation sat any time.

Add the following:

Section 9.8.9 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Work by the Owner, and the Contractor is not relieved of any responsibility for the Work except as specifically stated in the Certificate of Substantial Completion.

Add the following:

Section 9.8.10 Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor and certification by the Architect, the Owner shall make payment, adjusted for retainage and payments withheld, if any, for such Work or portion thereof, as

provided in the Contract Documents.

Add the following:
Section 9.8.11

Should the Owner determine that the Work or a designated portion thereof is not substantially complete, it shall provide the Contractor a written Notice stating why the Work or designated portion is not substantially complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the Owner perform a Substantial Completion inspection.

Add the following:
Section 9.8.12

Liquidated damages

The Contractor understands and agrees that Owner will sustain substantial monetary and other damages in the event of a failure or delay by Contractor in completing the scope of the Work. If Contractor fails to achieve Substantial Completion by the date established in the Contract Documents, then Contractor and Contractor's surety, if any, shall be liable for and shall pay Owner for delay and not as a penalty, the daily amount as provided in the Agreement as liquidated damages for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until actual Substantial Completion. This Liquidated Damages amount has been established as the proper measure of damages Owner will sustain per day due to Contractor's failure to timely complete the Work and it is not to be construed in any sense as a penalty. This liquidated damages provision shall apply and remain in full force and effect in the event that Contractor is terminated by Owner for default and shall apply until Substantial Completion has been achieved by any other contractor(s) hired to complete the Work. In addition, Contractor will pay Owner liquidated damages for each calendar day of delay after the date established for Final Completion in the Contract Documents until completion of the Work.

Add the following:
Section 9.8.12.1

In addition to Liquidated Damages, Contractor shall pay Owner the cost of extended architectural and engineering (including Architect's on-site representative(s), if any, on-site) and other services or expenses incurred if Contractor fails to achieve either Substantial Completion and/or Final Completion as required under the Contract Documents. The cost shall be calculated beginning from the date of Substantial Completion as required by the Contract Documents, with any agreed to adjustments, if applicable, and run through the date that Substantial Completion is obtained. Similarly,

Contractor shall pay Owner these costs from date of Final Completion as required under the Contract Documents through obtaining Final Completion of the Project.

Section 9.10.1

Delete and replace with:

Contractor shall achieve Final Completion of the Work within thirty (30) calendar days of Substantial Completion. Failure to achieve Final Completion within such time shall entitle the Owner to recover Liquidated Damages. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will promptly make such inspection and, when the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties, guarantees, and contract closeout documents required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties, guarantees, and contract closeout documents have been received and accepted by the Owner. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

Add the following:

Section 9.10.1.1

Should additional site visits or other work by Architect be required which is attributable to the Contractor, or Contractor's failure to complete Work in a satisfactory manner, the cost of Architect's time and reimbursable expenses associated with such visits or work will be Contractor's responsibility and will be charged to Contractor. Additional Site visits or work relating to completing the Contract, or work required by Architect after the scheduled visit for Certification of Final Payment will also be charged to Contractor. Owner, using the Architect's approved hourly billing rates, will make all such charges to Contractor. Contractor shall also be responsible for reimbursing Owner any other additional costs for services or expenses incurred due to Contractor's failure to timely complete the Work.

Section 9.10.2 Add to the end, “Neither Final Payment nor any remaining retained percentage shall become due until Contractor provides Owner with proof of the complete release or satisfaction of all claims in a form approved by Owner, including, but not limited to, liens.”

Section 9.10.4 Delete this section in its entirety, including 9.10.4.1, 9.10.4.2, 9.10.4.3, and 9.10.4.4.

**ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY**

Section 10.2.8 Delete and replace with the following:

The Contractor shall promptly report to the Owner in writing any accident occurring on or off the Project site that relates to the Work and, in no event, later than twenty-four (24) hours after the Contractor’s learning of such accident, and shall, in addition, immediately give notice, be telephone or messenger, of any accident resulting in death or serious personal injury or property damage. Such report shall include all known details of the circumstances, the nature and extent of an injuries or property damage, the names of all witnesses and other persons who may have knowledge of the circumstances of the accident, and such other details as the Owner or the Owner’s insurer shall require. If any claim for damage or otherwise is made as a result of any accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the claim so that the Owner may assess responsibility, if any, in order to protect its interest in the Project and prepare in a timely fashion relevant information for its insurance carrier. The Contractor shall be liable for all costs, whether direct or indirect, incurred by the Owner arising out of or related to accidents proximately caused by the Contractor or a Subcontractor.

Add the following:

Section 10.2.9

Protection of Work in Progress and Finished Work. The Contractor shall continuously inspect and protect the Work and property of its Subcontractors, whether finished or unfinished, from damage, injury or loss arising in connection with operations under the Contract Documents, and shall carry out its operations so as to avoid damage, injury or loss to completed Work and to the work of the Owner and any separate contractor of the Owner. If the Owner or a separate contractor has not sufficiently protected their work, the Contractor shall promptly so notify the Owner or separate contractor.

Add the following:

Section 10.2.10

When required by Applicable Laws or for the safety of the Work or existing structures, Contractor shall shore up, brace, underpin and protect foundations and other portion of existing structures and partially completed portions of the Work which are in any way affected by the Work. All parts of the Work shall be braced to resist wind or other loads. Contractor shall perform the Work with the explicit understanding that the design of the Project is based on all parts of the Work having been completed. Temporary items such as, but not limited to, scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary for the completion of the Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all Applicable Laws. It is not the responsibility of the Owner or Architect to determine if Contractor, Subcontractors or their representatives are in compliance with Applicable Laws.

Add the following:

Section 10.2.11

Contractor shall employ such practices as are necessary to protect all completed and partially completed Work and all existing improvements located on the Project site from loss and damage, including from subsequent operations of the Contractor or later to be performed Work, theft or damage by weather and, if necessary, shall provide suitable shelter therefore. Contractor shall correct at its own expense any damage or disfigurement to work or property (whether or not located on the Project site resulting from the fault, neglect or omission of Contractor, and Subcontractor, and Sub-subcontractor or any other person or entity for whom any of them is legally responsible.

Add the following:

Section 10.2.12

Contractor is responsible for any of its fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations in the performance of the Work.

Add the following:

Section 10.3.1.1

It is Owner's intent that all new construction is to be free of any and all asbestos-containing materials (ACM). Contractor shall be responsible to ensure that no asbestos-containing materials and/or components will be used or incorporated into the Work. Owner intends to perform at its own expense any inspection and testing it deems necessary to ensure the compliance to this requirement. Where such testing of samples of materials in-place or on the job shows asbestos in the new Work, Contractor shall be responsible for removing and properly disposing of any such asbestos-containing materials and/or components at his sole cost and expense, and shall make replacement with non-asbestos-containing material and/or

components as approved by Architect.

Section 10.3.2 Delete the second, third, and fourth sentences. In the fifth sentence, delete “agreement of the Owner and Contractor” and replace with “notice from the Owner to the Contractor.” Delete the sixth sentence.

Section 10.3.3 Delete.

Section 10.3.5 Delete “except to the extent that the cost and expense are due to the Owner’s fault or negligence”.

Section 10.3.6 Delete.

Add the following:

Section 10.3.7 Mold Prevention. Only materials and products as specified by the Architect that are the current state of the art for impeding or resisting the growth of mold, bacteria or fungus will be installed as part of the Work. The Contractor shall install HVAC systems in compliance with local building codes and ASHRAE requirements and shall circulate air as necessary during the performance of the Work to promote proper air control and humidity in the indoor environment, as specified by the Architect. No vinyl or plastic wall products shall be installed as part of the Work, except as specified by the Architect. If the Architect specifies material that the Contractor is aware is in violation of the above requirements, the Contractor shall notify the Owner immediately. In the Owner’s sole discretion, it may approve in writing the materials or products that are not in compliance with these requirements. As a Cost of the Work, the Contractor shall use an industrial hygienist experienced in mold-related concerns in new construction, or alternatively the hygienist may be hired by the Owner, to evaluate and provide recommendations for removal of the portions of the Work that have been exposed to conditions that would promote the growth of mold. Any findings or reports, including documentation of any replacement, shall be submitted to the Owner for review and approval. If the portions of the Work to be removed are caused by the Contractor, the costs associated with such removal shall be borne by the Contractor and shall be included as a Cost of the Work, but shall not cause an increase in the Contract Sum. If the mold to be removed is not caused by the Contractor, the costs of the removal and of the industry hygienist shall be included as a Cost of the Work, but will be cause for an increase in the Contract Sum.

Add the following:

Section 10.3.8

The term “rendered harmless” shall be interpreted to mean the levels of hazardous materials, including but not limited to asbestos and polychlorinated biphenyls, that are less than any applicable exposure standard set forth in OSHA, EPA or any other applicable federal, state or municipal regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, and Sub-subcontractor, materialman or supplier or any person or entity from whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.

Add the following:
Section 10.3.9

The Contractor shall notify the Owner and Architect immediately and stop Work in the area affected if any one of the projects or materials specified in the Contract Documents or proposed by the Contractor or its Subcontractors or materials suppliers, contain or are suspected to contain hazardous materials in any form, so that a qualified consultant retained by the Owner can determine whether such materials may be used in the work or need to be removed from the Project site or rendered harmless in a manner which will not adversely affect the health of any persons and which will comply with Applicable Laws.

Add the following:
Section 10.3.10

Work in the affected area shall be immediately resumed in the absence of any hazardous materials or when such hazardous materials have been rendered harmless.

Add the following:
Section 10.3.11

If the Contractor visually observes mold or fungi contamination in the Project, or observes evidence of water infiltration into wall or partition cavities, the Contractor shall notify the Owner on the same day observation is made. Contractor will take necessary steps to protect Contractor’s and Subcontractor’s workmen from exposure to the contamination. Contractor shall be responsible to assess the extent of any suspected water damage or mold growth including the use of a borescope to view spaces in ductwork or behind walls and a moisture meter to detect moisture in building materials. HVAC systems shall be visually checked for damp filters or damp conditions elsewhere in the system. If a visual inspection is not certain, the Owner, at Owner’s option, may direct the Contractor to open up building cavities and inspect for visible mold or fungi growth. If fungi or mold is determined to be present and presence is due to the fault or negligence of Contractor or its subcontractors,

the Contractor will be responsible for the sampling and testing costs and repairing of any damage to the building.

Add the following:
Section 10.3.12

The Contractor will be responsible to stop, clean and remediate the underlying cause of moisture or water accumulation causing mold or fungal growth. Initial water infiltration shall be stopped and cleaned immediately (24-48 hours) and thorough clean up, drying and/or removal of water damaged material shall be performed. If the source of water is elevated humidity, relative humidity should be maintained at levels below 60% to inhibit mold growth. Contractor shall ensure proper safety equipment and techniques are deployed by employees or subcontractors during remediation including respirators, gloves, eye protection, dust/debris containment, proper disposal of remediate materials, HEPA vacuums, etc. depending on level of contamination.

Add the following:
Section 10.3.13

The Contractor shall advise Architect, prior to construction in writing, of any design condition that Contractor believe may be a source of water or moisture entry into the Project. The Contractor shall provide 1) proper dry-in of Project at the end of each work day, 2) prompt repair of any water leaks whether roof, plumbing, etc., 3) prompt drying of wetted materials, 4) prompt replacement of wetted materials if drying cannot be achieved in 48 hours, 5) and maintain relative humidity levels not greater than 60%, 6) simplest and most expedient remediation to be used, and 7) correction of underlying cause of water accumulation.

ARTICLE 11 INSURANCE AND BONDS

Section 11.1.1

Delete and replace with the following:

Contractor shall furnish insurance in satisfactory limits and from companies lawfully authorized to do business in Virginia, and acceptable to County, and in a form approved by the County Attorney, to protect Contractor and Owner from claims which may arise out of or result from Contractor's responsibilities hereunder, including work done by Contractor's employees, agents, or volunteers. In addition, Contractor shall show evidence of insurance coverages on behalf of any Subcontractors (if applicable) and their employees, agents, or volunteers, before entering into any agreement to subcontract any part of the Work.

Add the following:

Section 11.1.1.1

All General and Auto Liability insurance certificates and policies shall designate Owner as an additional named insured.

Add the following:

Section 11.1.1.2

Contractor shall indemnify and save harmless Owner against any liability, loss or expense (including loss of use) due to any act or omission of Contractor, the Subcontractors or any employees or agents of Contractor or Subcontractors in connection with the Work or due to any omissions or supervisory acts of Owner in connection with the Work.

Add the following:

Section 11.1.1.3

The insurance required by Section 11.1.1 will be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages must be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Add the following:

Section 11.1.1.4

Prior to the commencement of Work, Contractor shall, at its own expense, procure and maintain in effect at all times during the performance of the Work under the Contract not less than the following coverages and limits of insurance, which shall be maintained under forms of policies and from insurance companies satisfactory to Owner. Such insurance shall be primary and not contributing to any insurance available to Owner and Owner's insurance shall be in excess thereto. Contractor shall provide copies of policies when requested by Owner. Contractor will disclose to Owner any deductible or self-insured retention that exceeds \$25,000 for any of the required coverages:

- .1 Workers' Compensation
 - (1) Virginia Statutory limits
 - (2) Employer's Liability \$1,000,000 per accident.
- .2 Commercial General Liability, having limits of no less than \$3,000,000 Combined Single limit per occurrence and \$3,000,000 aggregate per project.

- .3 Automobile Liability (Including owned, non-owned and hired vehicle) \$2,000,000 Combined Single Limit per occurrence.
- .4 Excess Liability Insurance Umbrella form policy with minimum limits of \$3,000,000 each occurrence and \$5,000,000 aggregate per policy year.
- .5 Contractor's Pollution Liability covering claims from injury and property damage as a result of pollution conditions arising out of Contractor's operations and completed operations. Completed operations coverage shall remain in effect for no less than two (2) years after Final Completion.

\$3,000,000 Each Occurrence

\$3,000,000 Aggregate

Add the following:
Section 11.1.1.5

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Insurers shall be licensed to do business in the state in which the Project is located and domiciled in the USA. Certificates of insurance shall be furnished to Owner with a waiver of subrogation endorsement for workers' compensation. A per project aggregate limit endorsement and additional insured endorsement shall be provided for the commercial general liability coverage to the fullest extent permitted by law. The additional insured endorsements shall be provided with the certificate of insurance naming Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

Immediately upon obtaining the policies, Contractor shall notify Owner in writing that it has done so and shall provide Owner the policies or certificates of insurance, in satisfactory limits, and on forms and companies acceptable to Owner, giving the numbers of the policies and the limits thereon.

Certificate shall state that coverage is for IFB 2021-17 Hickory Haven and Samary Forest Sanitary Sewer Project.

Contractor shall maintain all insurance policies for the duration of the Work and shall maintain Completed Operations coverage for a period of five (5) years after completion of the Work. Each insurance policy shall provide that it cannot be canceled or materially changed without at least 30 days written notice to Owner.

Add the following:

Section 11.1.1.6

If the Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required under this Section 11.1 or the Agreement, Owner may, but is not obligated to, upon five (5) days' written notice to the Contractor, purchase such insurance on behalf of the Contractor and will be entitled to be reimbursed by the Contractor upon demand.

Add the following:

Section 11.1.1.7

When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required herein, unless otherwise agreed to in writing by the Owner. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner, and the Owner shall have the right to obtain certified copies of the policies upon written request.

Add the following:

Section 11.1.1.8

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required by the Contract for construction nor until such insurance has been approved by Owner. Contractor shall not allow any Subcontractor to commence Work until the insurance required of the Subcontractor has been so obtained and approved. Contractor shall contractually require the Subcontractors to obtain the insurance required by the Contract Documents. The Subcontractors are not subject to the umbrella

coverage requirement described in the Contract Documents, however, Subcontractors shall maintain their existing umbrella coverage, if any, during the term of their Subcontract with Contractor. Insurance must be written by insurance companies acceptable to Owner.

Add the following:
Section 11.1.1.9

Contractor shall either (1) require each of its Subcontractors to procure and maintain, during the life of its subcontract, subcontractor's Liability Insurance of the same type and in the same amounts as specified in this Article or (2) insure the activities of its Subcontractors in its own policy.

Add the following:
Section 11.1.1.10

The Commercial General Liability policies required shall include Explosion, Collapse and Underground Damage coverage and Broad Form Property Damage coverage, including Completed Operations coverage.

Add the following:
Section 11.1.1.11

Contractor waives all rights against Owner, its agents and employees, for damages caused by fire or other perils, whether or not covered by insurance, except such rights as Contractor may have to the proceeds of such insurance held by Owner as Trustee. Contractor shall require Architect, separate contractors, subcontractors and Sub-subcontractors to execute similar waivers in favor of Owner.

Section 11.1.2

Add to the end: "The bonds shall continue throughout the warranty periods specified in the Contract Documents."

Section 11.1.3

Delete and replace with the following:

Contractor shall provide the required bonds to Owner at the same time as the executed Contract Documents.

Add the following:
Section 11.1.3.1

Contractor shall indemnify and hold harmless Owner, its officials, employees, agents, or volunteers, from any and all damages arising out of any failure to perform any part of the Work, including payment for all labor and materials purchased by Contractor in fulfilling this Contract, by procuring bonds each in the amount of one hundred percent (100%) of the Contract Price, with a surety company both authorized to transact business in the Commonwealth of Virginia and satisfactory to Owner. The bonds shall remain in

full force during the Contract term and for twelve (12) months after the date of final payment. The bonds shall specifically reference Contractor by name and “IFB 2021-17 Hickory Haven and Samary Forest Sanitary Sewer Project”.

Section 11.2.1 Delete and replace with the following:

Owner will purchase and maintain property insurance, Builder’s Risk insurance, on the Work located at the Site, to the full insurable value thereof with a deductible of \$10,000 for each loss. Contractor shall be responsible for the first \$10,000 of each loss. This Builder’s Risk insurance will include the interests of Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear, and will include fire and extended coverage. This insurance may also include “all risk” insurance for physical loss or damage, including without duplication of coverage, theft, vandalism and malicious mischief. Contractor shall purchase and maintain the same property insurance for portions of the Work store off the Site or in transit when such portions of the Work are to be included in an Application for Payment.

Section 11.2.2 Delete.

Section 11.2.3 Delete.

Section 11.3.2 Delete.

Section 11.4 Delete the second sentence.

Section 11.5 Delete it its entirety including Sections 11.5.1 and 11.5.2.

**ARTICLE 12
UNCOVERING AND CORRECTION OF WORK**

Section 12.1.2 Delete.

Section 12.2.1 Delete.

Section 12.2.2.1 At the end of the first sentence, delete everything after “do so”. Delete the second and third sentences. In the fourth sentence, delete “a reasonable time during that period” and replace with “two (2) weeks”.

Section 12.2.2.2 Add the following to the end:

For any system or systems on which, due to seasonal limitations, required tests have not been successfully completed on the date of acceptance of Project by Owner, the guarantee or warranty period shall begin on the date of first use by Owner, provided that the required tests are successfully performed during the guarantee or warranty period. Otherwise, the guarantee or warranty period shall begin when the required tests have been successfully completed.

Add the following:
Section 12.2.6

The Contractor agrees that for the warranty period, the Contractor shall assign an experienced representative to work directly with the Owner's representatives to address and correct, within five (5) business days of notice from either the Owner or Architect, any Contractor's Warranties item identified from time to time by the Owner or Architect. The Contractor acknowledges that all costs for Contractor's Warranties work obligations are included in the Contract Sum.

Add the following:
Section 12.2.7

One (1) month before expiration of the warranty period, the Contractor shall schedule with the Architect a joint inspection of the Project. The Architect will inspect the Project to determine whether any portion of the Work is in need of correction and/or repair. The Architect will prepare a list of any such deficiencies or items and forward said list to the Contractor for correction and completion. The Contractor shall notify the Architect upon completion of all corrective work, and the Contractor and Architect shall perform a follow-up inspection to confirm that all Work has been completed in accordance with the Contract Documents.

Add the following:
Section 12.2.7.1

Upon request by Owner and prior to the expiration of one year from the date of Substantial Completion, Architect will conduct and Contractor shall attend a meeting with Owner to review the facility operations and performance and the Work.

Add the following:
Section 12.2.8

Owner shall have the right to operate equipment until defects are corrected and warranties met and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.

ARTICLE 13 MISCELLANEOUS PROVISIONS

Section 13.1 Delete and replace with the following:

The Contract Documents shall be subject to and governed by the laws of the Commonwealth of Virginia. Any dispute arising out of or relating to the Contract Documents, their performance, or their interpretation shall be litigated only in the courts of Goochland County, Virginia.

Section 13.4.1 Delete the fourth sentence.

Section 13.4.2 Delete the last sentence.

Add the following:

Section 13.4.7

All observations, tests and approvals of any methods or means of construction, materials or workmanship included in the Work required by the Specifications or by Applicable Laws shall be performed by independent agencies acceptable to the Owner. Representatives of the testing laboratories and observers shall have access to the Work at any place performed and at all times. The Contractor shall furnish samples of all materials and component parts of the Work required as test specimens in connection with the tests and observations and shall furnish labor and facilities at the Project site as necessary in connection with testing and observation services.

Add the following:

Section 13.4.8

The Owner may require testing or observation, not required by the Specifications or by Applicable Laws, or by any methods or means of construction, materials or workmanship, in order to determine the acceptability thereof under the Contract Documents. Representatives of the testing laboratories and observers shall have access to the Work at all reasonable times. The Contractor shall furnish samples of all materials and component parts of the Work required as test specimens in connection with the testing and observation services. All observations or testing shall be done in a timely manner so as to avoid unnecessary delay in the Completion of the Work by the Contractor. If such testing or observation discloses that the methods or means of construction material or workmanship are in compliance with the Contract Documents, the Owner shall bear the cost of such testing and observation and of the labor and facilities in connection with such testing and observations. If such testing or observation discloses that such methods or means of constitution, material or workmanship are not in compliance with the Contract Documents, the Contractor shall bear all such related costs and the time for corrections required thereby and shall not increase the Contract Time.

Add the following:
Section 13.4.9

The Owner may in its discretion provide and pay for such other tests and inspections it deems necessary or appropriate during the construction through an independent quality control agency. The Contractor shall cooperate with such tests and shall notify the testing agency at least twenty-four (24) hours prior to performing any test directed by the Owner or required by the Contract Documents. The Contractor acknowledges that the tests referred to herein may include, without limitation, concrete and reinforcement inspection and testing, waterproofing inspection, structural steel inspection, and inspections and testing in connection with mechanical, plumbing, electrical and other installations. Notwithstanding the foregoing, the Contractor will be responsible for any testing and inspection costs associated with defective or non-conforming Work.

Section 13.5 Delete.

Add the following:
Section 13.6

Nondiscrimination

During the performance of the Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

Add the following:
Section 13.7

Cooperation and Coordination

Contractor is responsible for making necessary arrangements with governmental departments, public utilities, public carriers, services companies, cable television, and corporations owning or controlling roadways, water, sewer, gas, electricity, telephone, and telecommunications facilities, such as pavement, piping, wires, cables conduits, poles and guys, including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported, protected, or relocated.

Contractor will give proper notices, comply with requirements of

such parties in the performance of the Work, and permit entrance of such parties on the Project in order that they may perform their necessary work.

Add the following:
Section 13.8

Escrow account for retained funds

At the time the Bid is submitted, and subject to the provisions of Section 2.2-4334 of the Virginia Public Procurement Act, Bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by Owner, and may request use of this option by so indicating in the space provided on the Bid Form. In the event Contractor has indicated on the Bid Form its intention to use the escrow procedure, Contractor may use the escrow account procedure. Contractor shall provide an Escrow Agreement with its Bid, the Escrow Agreement is subject to review and approval by the County Attorney, whose approval shall not be unreasonably withheld. County Attorney shall provide Contractor written notice of the approval, within ten (10) days thereafter, Contractor shall execute the approved Escrow Agreement and submit it to the Purchasing Director. If the Escrow Agreement is not approved and submitted as herein provided, Contractor shall forfeit its rights to use the escrow account procedure.

Add the following:
Section 13.8.1

In order to have retained funds paid to an escrow agent, Contractor, the escrow agent, and the surety shall execute an Escrow Agreement form and submit it to Owner for approval. Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement shall contain the complete address of the escrow agent and surety, and an executed escrow agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, Owner will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of Contractor will not be paid to the escrow agent.

Add the following
Section 13.8.2

The escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to Contractor or release the funds to Contractor provided such funds are fully secured by approved securities.

Add the following:
Section 13.8.3

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final estimate is released for voucher, Owner will direct the escrow agent to settle the escrow account by paying Contractor or Owner monies due them as determined by the County Administrator, or his designee. Owner reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from Contractor or in the event of default.

**ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT**

Section 14.1 Delete and replace with “Contractor’s right to stop work or terminate contract”

Section 14.1.1 Delete and replace with the following:
If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone providing services, materials or equipment through him, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum for which a Certificate of Payment has been certified when no dispute exists as to the sum due and Owner has no right to withhold payment under any provision of the Contract Documents, then the Contractor may, upon ten (10) days written Notice to the Owner, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amount due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor’s surety on its payment and performance bonds.

Section 14.1.1.1 Delete.

Section 14.1.1.2 Delete.

Section 14.1.1.3	Delete.
Section 14.1.1.4	Delete.
Section 14.1.2	Delete.
Section 14.1.3	Delete.
Section 14.1.4	Delete.
Section 14.2.1.1	Move the word “repeatedly” to before the word “fails”
Section 14.2.1.2	Add the word “prompt” before the word “payment”
Section 14.2.1.3	Delete “repeatedly”; after “rules and regulations,” add “written instructions of Owner or Architect,”; delete the word “or” at the end of the sentence
Section 14.2.1.4	Delete “otherwise is guilty of substantial breach of a” and replace with “is in substantial violation of any”; delete the period at the end and replace with “; or”
Add the following:	
Section 14.2.1.5	should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency.
Section 14.2.2	Delete “and upon certification by the Architect that sufficient cause exists to justify such action,”
Add the following:	
Section 14.2.5	If it should be judicially determined that the Owner improperly terminated the Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner, with Contractor’s recovery limited to what is allowed for a termination for convenience under the Contract Documents.
Add the following:	
Section 14.2.6	Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.
Section 14.3	Delete it its entirety including 14.3.1, 14.3.2, 14.3.2.1, and 14.3.2.2.

Section 14.4.2.1 After the word “notice” add “and remove from the site all of its labor forces and such of its materials and equipment as Owner elects not to purchase or to assume”

Section 14.4.2.3 Delete and replace with “take such steps as Owner may require to assign to the Owner the Contractor’s interest in all subcontracts and purchase orders designated by Owner.”

Section 14.4.3 Delete all words after “the Owner shall pay the Contractor” and replace with “amounts due for Work performed in accordance with the Contract through the date of termination, and reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.”

Add the following:

Section 14.4.4 In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor’s surety on its payment and performance bonds.

Add the following:

Section 14.4.5 After receipt of a Notice of termination, Contractor shall promptly submit to the Owner his termination claim. Such claim shall be submitted no later than forty-five (45) days from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination.

Add the following:

Section 14.5 Contractor’s responsibilities upon termination

Add the following:

Section 14.5.1 After Contractor’s receipt of a Notice of termination for convenience from Owner, Contractor shall mitigate any damages to the extent reasonably possible. In addition, Contractor shall:

- .1 At the option of the Owner, assign to the Owner, in the manner, at the time, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay

any or all claims arising out of the termination of such orders and subcontract;

- .2 Transfer title and deliver to the Owner in the manner, at the time, and to the extent, if any, directed by the Owner:
 - a) The fabricated or un-fabricated parts, work in process, completed Work, supplies, and other material and equipment procured as a part of, or acquired in connection with the performance of the Work terminated by the Notice of termination, and
 - b) The completed or partially completed drawings, releases, information, manuals and other property which, if the Contract had been completed, would have been required to be furnished to the Owner;
- .3 Complete performance of such part of the Work that was not terminated by the Notice of termination; and
- .4 Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

ARTICLE 15 CLAIMS AND DISPUTES

Section 15.1.1 In the first sentence, delete “one of the parties” and replace with “Contractor”. In the second sentence delete “between the Owner and” and replace with “asserted by”. In the third sentence, delete “party making the Claim” and replace with “Contractor”. Delete the last sentence.

Throughout Article 15, references to the filing of claims by other parties shall be deleted. Claims provisions shall apply only to Contractor.

Section 15.1.2 Delete and replace with the following:

Claims by Contractor must be initiated by written notice to Owner and Architect. Contractor must initiate claims within ten (10) days after the occurrence of the event giving rise to the Claim or within ten (10) days after Contractor first recognizes or reasonably should

have recognized the condition giving rise to the Claim, whichever is earlier.

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the Work upon which the claim is based. Any notice or claim shall be delivered to: County Administrator, 1800 Sandy Hook Rd, Suite 300, Goochland, Virginia 23063, and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The burden is on the Contractor to substantiate the Claim. County Administrator will render a decision on the claim and will notify Contractor within thirty (30) days of receipt of the claim. Contractor may appeal the decision of County Administrator to the Board of Supervisors by providing written notice to County Administrator, within fifteen (15) days of the date of the decision. The Board of Supervisors shall render a decision on the claim within ninety (90) days of the date of receipt of the appeal notice and such decision shall be final unless Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by Contractor shall be delivered to Owner no later than thirty (30) days following the conclusion of the work or delivery of the goods.

Section 15.1.3 Delete in its entirety including 15.1.3.1 and 15.1.3.2.

Section 15.1.4.2 Delete.

Section 15.1.5 Delete "as provided in Section 15.1.3"

Section 15.1.6.1 Delete "as provided in Section 15.1.3"; add the following to the end: "Time extensions from weather delays do not entitle Contractor to "extended overhead" recovery."

Section 15.1.6.2 Delete and replace with the following:

Contractor, in submitting its bid, acknowledges that it has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, including the Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration/Environmental Data and

Information Service, National Climatic Center and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work.

Extensions of time (due to weather related issues) will be made only for days in which adverse weather criteria cited herein occurs. Subsequent days for drying out of rain soaked soil, snow accumulation, etc. may not be claimed. No additional compensation will be paid to Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by Owner under the following conditions:

1. The request for additional time shall be further substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate that an actual departure from normal weather occurred at the Site during the dates in question.
2. The extension requested must be supported by a delay in completion of the entire Project shown on the critical path of the accepted Construction Schedule. Extensions will be granted only for delays in completion of the Project, not for that portion of any delay which consumes only "float" time.
3. A request for extension of time based on abnormal weather must be made in writing within five (5) calendar days of the completion of the calendar month during which abnormal weather is claimed at the Site.
4. All evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to Owner before any consideration will be given to the request. That supporting data shall be submitted by the end of the calendar month following the month for which the request is made.

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| Section 15.1.7 | Delete in its entirety including 15.1.7.1 and 15.1.7.2. |
| Section 15.2 | Delete this entire Section, including Sections 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5, 15.2.6, 15.2.6.1, 15.2.7, and 15.2.8. |
| Section 15.3 | Delete this entire Section, including Section 15.3.1, 15.3.2, 15.3.3, and 15.3.4. |
| Section 15.4 | Delete this entire Section, including Section 15.4.1, 15.4.1.1, 15.4.2, 15.4.3, 15.4.4, 15.4.4.1, 15.4.4.2, and 15.4.4.3. |

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