



CITY OF FALLS CHURCH

IFB # 0613-17-RRIP

Roosevelt & Roosevelt Improvement Projects

ATTACHMENT G

**GENERAL PROVISIONS
CONSTRUCTION PROJECTS**

**DEPARTMENT OF PUBLIC WORKS
CITY OF FALLS CHURCH**

December 2016

GENERAL PROVISIONS ▪ CONSTRUCTION PROJECTS

CITY OF FALLS CHURCH
DEPARTMENT OF PUBLIC WORKS

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GENERAL PROVISIONS ▪ CONSTRUCTION PROJECTS

CITY OF FALLS CHURCH
DEPARTMENT OF PUBLIC WORKS

A. DEFINITIONS

- **Agreement:** The complete written and signed Contract document.
- **Award Date:** Date of execution of the Contract Agreement by the Purchasing Agent (or the City Manager, when so required).
- **Business Day:** Any day that the City is open for general business.
- **Calendar Day:** Any day of twenty-four (24) hours measured from midnight to the next midnight. Weekends and holidays are included. When the term “Day” is used it shall be assumed to refer to a Calendar Day unless otherwise specified.
- **Change in Work:** Work or materials clearly not covered in the Contract; or an adjustment to the extent of the Work ordered or authorized by the Project Manager and not specifically included in the contract.
- **Change Order:** A written order to the Contractor, signed by both the City and the Contractor, which authorizes a Change in Work and/or an adjustment to the Cost of the Contract and/or Purchase Order and/or the Time of Completion.
- **Change Order, Unilateral:** A Change Order issued by the City which directs a change in the Work and specifies the amount of compensation and/or time due the Contractor, if any. The Contractor is obligated to perform the change.
- **City:** The City of Falls Church, Virginia as party to the Contract.
- **Commencement Date:** The date on which the Time of Completion period will commence for the Contractor to perform the Work; the Commencement Date is provided in the Notice to Proceed (NTP).
- **Completion Date, Scheduled:** The Scheduled Completion Date for the Work shall be as determined in Contract Documents and/or as specified in consecutive calendar days from the Commencement Date listed on the NTP. Subject to modifications made by Change Order.
- **Contract Documents:** The Agreement, all of the solicitation documents, and all the documents, Addenda, Attachments and Exhibits identified therein. This includes all Plans, Drawings and Specifications for the Work and all modifications thereto incorporated in the Contract.
- **Contract Drawings:** All drawings and construction notes which show the locations, character, dimensions, and details of the Work.
- **Contractor:** Party to the Contract with the City.
- **Critical Path:** The path through a series of activities, taking into account interdependencies, in which the late completion of activities will have an impact on the project end date or delay a key milestone. Activities that lie along the critical path cannot be delayed without delaying the finish time for the Work.
- **DPW:** The City of Falls Church Department of Public Works.

- **Final Acceptance:** The date on which the City issues a written Certificate of Completion & Final Acceptance (after Final Completion of the Work, Final Inspection, acceptance of any outstanding work, and receipt of final documentation).
- **Final Completion:** The condition when the City agrees that all the Work has been fully completed in accordance with the Contract Documents, and is acceptable. The City determines whether Final Completion has been accomplished after its representatives conduct Final Inspection of the Work.
- **Final Inspection:** Inspection conducted by the City and/or its Inspector(s) and/or VDOT after notification from the Contractor that the Work has reached Final Completion.
- **Flatwork:** Brick Pavers, Concrete slab, reinforced and finished as required.
- **Float:** The difference between when an activity can start and must start so as to complete the Work by the scheduled Completion Date.
- **Force Majeure:** Unexpected or uncontrollable events (including those caused by nature) that can impact contract price, terms and/or conditions. Acts of God or disruptive conditions for which neither the City nor the Contractor will be held responsible; these events are not due to Contractor negligence.
- **Furnishings:** Ancillary or complementary appurtenances such as litter and recycling receptacles, bike racks or other items which are considered part of the completed project.
- **General Provisions:** The provisions and specifications contained in this document, applicable to City Contracts managed by DPW.
- **Inspector:** Person authorized by the City to inspect materials, collect materials tickets and related documentation, and inspect the progress of the Work. The Project Inspector may be either a City employee or a consultant hired by the City.
- **Long Lead Items:** Those products, system, components of a system, or piece of equipment having a delivery time long enough to directly affect the overall completion time of the project.
- **Notice to Proceed (NTP):** A written notice given by the City to the Contractor, specifying the Commencement Date and Time of Completion (typically in number of calendar days).
- **Owner:** The public body with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided, in this case, the City of Falls Church.
- **Project:** The term sometimes used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the "Work" described by the Contract Documents.
- **Project Manager:** The Director of DPW or the person assigned by the Director as responsible for the oversight and management of the Work. If not otherwise defined, "Engineer" shall mean Project Manager.
- **Proposed Change Order (PCO):** Proposed change in contract amount, requirements, or time which becomes a change order when approved by the City. Also known as change order request.
- **Punchlist:** A list of items to be completed or corrected by the Contractor, typically at the time of Substantial Completion and prior to Final Acceptance by the City. The Punch list is prepared by the City in accordance with contract documents.

- **Sitework:** All clearing and grubbing, removal/disposal of spoil and trees/shrubs, demolition, protection of work, erosion and sediment control, regular excavation and grading/earth moving.
- **Specifications:** General Provisions, Special Provisions, Technical Specifications, Supplementary Specifications, and all written agreements and instructions pertaining to the performance of the Work. That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in detail and provide information for the Contractor to perform the Work.
- **Special Provisions:** Written statements modifying or supplementing the General Provisions for this specific Scope of Work.
- **Subcontractor:** Those who have a direct contract with the prime Contractor or other Subcontractor to perform Work or furnish materials worked to a special design according to the Contract Documents. However, the term shall not include those who merely furnish material not so worked.
- **Submittal:** Any data required by the Contract Documents to be submitted to the Project Manager at any point prior to continuing Work. By way of illustration, Submittals would include, but not be limited to: construction schedules, shop drawings, equipment specifications, material samples, subcontractor utilization lists or supplier lists.
- **Substantial Completion:** is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that the City can occupy and use the Project (or a portion thereof) for its intended purposes. It is intended that, as of Substantial Completion, City staff and the public will have full and unrestricted use and benefit of the Work (or, if applicable, an agreed upon portion of the Work), from both an operational and safety standpoint, with only minor incidental Work remaining to be performed, corrected or repaired.
- **Supplementary Specifications:** Any specifications included or referenced in the Contract Documents which modify, nullify, or add to the Technical Specifications for requirements or conditions peculiar to the Project.
- **Technical Specifications:** The project-specific applicable technical specifications as published and as may be amended for the specific Work.
- **Time of Completion:** The period of time during which all Work shall be performed, in consecutive calendar days from the Commencement Date listed on the NTP until the Scheduled Date of Completion. Sometimes referred to as "Time for Completion."
- **Work:** All of the services performed under this Contract, or per individual Task (for contracts so configured) including, but not limited to, furnishing labor and supervision; furnishing and installing materials and equipment required to complete the Project as specified in the Contract Documents.

B. GENERAL SCOPE OF WORK

The Contractor will furnish all labor, supervision, materials, tools, equipment, resources, administration, coordination, transportation, superintendence, falsework, water, water haulage, light, power, temporary construction of all kinds, and other services and facilities of every nature whatsoever that are necessary to execute the Work as described and required in the Contract Documents.

A specific Scope of Work and additional requirements are described in the Special Provisions for this project.

The Contractor is obligated to obtain clarification from the City's Project Manager concerning any questions about or conflicts in the Contract Documents in a timely way, so as not to delay the progress of the Work.

The Contract Documents set forth the minimum requirements expected by the City and the Contractor as necessary to complete the Work. Said Work shall be delivered to the City complete and usable within the scope of the Contract, with all parts in working order, and all connections properly made.

C. CRITERIA

1. STANDARDS & SPECIFICATIONS

The Work shall be performed in full compliance with the following documents, read together as a single specification:

- The Construction Plans and Drawings for the Work;
- City of Falls Church Special Provisions relevant to the Work;
- City of Falls Church Supplementary Specifications relevant to the Work;
- City of Falls Church Tree & Landscape Specifications, current edition;
- City of Falls Church Standard Details, current edition(s), including those which may be published in the City of Falls Church Public Infrastructure Development Resources Facilities Manual; <http://www.fallschurchva.gov/1683/Public-Facilities-Manual>
- Virginia Department of Transportation (VDOT) *Road and Bridge Specifications*, most current edition; <http://www.virginiadot.org/business/const/spec-default.asp> and subsequent revisions, including Special Provision Copied Notes (SPCSs)
- VDOT *Road & Bridge Standards*, most current edition;
http://www.virginiadot.org/business/locdes/2008_road_and_bridge_standards_table_of_contents.asp
- VDOT Location & Design Division Instructional and Informational Memoranda;
<http://www.virginiadot.org/business/locdes/rd-ii-memoranda-index.asp>
- Virginia *Work Area Protection Manual*, most current edition;
http://www.virginiadot.org/Business/resources/Wrk_zone/2011_WAPM_Rev_1.pdf
- Manual on Uniform Traffic Control Devices (MUTCD) current addition, including the Virginia supplement,
http://www.virginiadot.org/business/virginia_mutcd_supplement.asp
- Virginia Department of Transportation Work Zone Pedestrian and Bicycle Guidance;
http://www.virginiadot.org/business/resources/wztc/2016_WZ_Ped_BikeGuide.pdf

- FHWA Best Practices as contained in the U.S. Access Board *Proposed Guidelines for Pedestrian Facilities in the Public Right of Way* (July 2011, and as amended by February 2013 Notice) or as further adopted or amended.
<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines>
- Traffic Control Device material shall be from the current *VDOT Pre-Approved Traffic Control Device Listing*:
http://www.virginiadot.org/business/resources/PREAPPROVED_LISTING.pdf.
- OSHA/VOSH and applicable NEC and NESC standards and any revisions incorporated.
- *Manual of Accident Prevention* published by the Associated General Contractors of America, Inc. <http://www.agc.org/>
- *Rules and Regulations Governing Construction, Demolition and All Excavation* and adopted by the Virginia Safety Codes Commission
http://www.doli.virginia.gov/vosh_enforcement/vosh_vaunique_standards.html
- Virginia Erosion and Sediment Control [E&S] Handbook, Virginia Department of Environmental Quality.
<http://www.deq.virginia.gov/Programs/Water/LawsRegulationsGuidance/Guidance/StormwaterManagementGuidance.aspx>

The aforementioned documents, as amended by issuing entities, are hereby incorporated into this contract by reference.

2. PROJECT DOCUMENTS

A. Discrepancies and Errors

If the Contractor finds a conflict, error, ambiguity, omission or discrepancy in or between the Contract Documents and/or the site conditions, he shall immediately call it to the attention of the Project Manager, in writing before proceeding with the Work affected thereby. Work performed prior to written resolution thereof, shall be performed at the Contractor's risk.

B. Copies Furnished

One (1) copy each of the Contract Plans, Drawings and Specifications will be provided to the Contractor without charge. The City shall make all plans, drawings and specifications available to the Contractor in PDF form.

C. Documents to be Kept on the Job Site

The Contractor shall keep on the site of the project a copy of the Contract Documents including all authorized revisions, and shall at all times give the City and its authorized representatives access thereto.

D. Ownership of Drawings and Specifications

All Drawings, Specifications and copies thereof furnished by the City are the City's property.

E. Complementary Documents

- 1) The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- 2) Figured dimensions on the plans shall be used in preference to scaling the Drawings. In case of conflict between small and large scale drawings, the large scale drawings shall govern.

- 3) The general character and scope of the Work are illustrated by the Drawings and listed in the Specifications. Any additional drawings and other instructions deemed necessary by the Project Manager will be furnished to the Contractor when required for the Work and shall become incorporated into the Contract Documents.
- 4) Unless otherwise specified, the word "similar" where it occurs in the Drawings, shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their locations and connection with other parts of the Work.
- 5) Where "as shown", "as indicated" "as detailed", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Project Manager is intended unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place," that is, "furnish and install."
- 6) Materials or work described in words which, so applied, have a well-known technical or trade meaning, shall be held to refer to the recognized technical or trade meaning.

3. BUILDING CODE REQUIREMENTS

The Contractor certifies that all material supplied or used for the Work meets all current International Building Code (IBC) requirements and the requirements of the Virginia Uniform Statewide Building Code (USBC); and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or national code requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

4. ADA & PROWAG COMPLIANCE

The Contractor shall ensure that all Work performed under this Agreement is completed in accordance with the Contract Documents, including Work intended to meet the accessibility requirements of the Americans with Disabilities Act (ADA), Public Right of Way Access Guidelines (PROWAG), and any other applicable regulations, standards and best practices.

Should the Contractor discover any non-conformity with such requirements, the Contractor shall immediately inform the City to allow for corrective action.

5. OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within 10 feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or Contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the Commencement of Work in order to avoid any delays. The City will not pay for lost time or profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner.

D. PRELIMINARY MATTERS

1. SUBMITTALS

A. Required Submittals

The following Submittals, at a minimum, are typically required for City projects:

- Schedule

- Maintenance of Traffic Plan
- Subcontractor Utilization Form
- Material and/or Supply List
- Samples

B. Timeliness

All Submittals shall be made so as to cause no delay in the Work, allowing reasonable time for review by the Project Manager. Except as otherwise specified, all Submittals shall be submitted at least ten (10) business days prior to the start of the affected work.

C. Incomplete or Defective

When Submittals cannot be adequately reviewed because a submission is incomplete, has been submitted out of sequence, is illegible, or for any other reason, the Submittal will be returned by the Project Manager without action, or will be held until such materials as are necessary are received. Incomplete or defective submissions as described above shall not be considered to have been submitted.

D. Review

The Project Manager shall review the Submittals with reasonable promptness. Review and/or approval of Submittals will be general for conformance with the design concept of the Work and compliance with the information given in the Contract Documents. Approval shall not be construed as permitting any departure from Contract requirements, as authorization of any increase in price, as verification of quantities or field conditions, nor as relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise that may exist. The Contractor shall be responsible for the detailed accuracy of all Submittals. Deviations in Submittals from the requirements of the Contract Documents or construction standards shall not be relieved unless the Project Manager specifically accepts deviations named in writing by the Contractor.

E. Required Information

All Submittals shall include at least the following: Contractor's Name; Date; Contract Number; Identification of any deviations from Contract Documents; and Contractors stamp or signature indicating review of the Submittal, verification of field measurements, and compliance with Contract Documents. Contractor shall identify applicable products or portions of submittal documents which show multiple items (e.g. by circling items or marking in a contrasting color).

2. SCHEDULE

Unless otherwise specified, the Contractor shall within 14 days after the Award Date, or prior to the Pre-construction meeting, whichever occurs first, submit a schedule which shows the order in which the Contractor proposes to carry on the Work, including dates for starting and completing the various activities of the Work. The proposed Schedule shall include the project phasing per the proposed MOT) Plan, if applicable.

The Project Manager will review the schedule to verify compliance with the Contract requirements, and when accepted, such schedules shall govern the Work. The Contractor shall submit an updated schedule monthly with the request for partial payment. Review and acceptance by the City of the Contractor's schedule of completion shall in no way be interpreted to certify the feasibility or compliance of the schedule, and shall not relieve the Contractor of its responsibility to complete the Work within the contract time. The Contractor is responsible for maintaining the schedule of all work, including all work performed by authorized Subcontractors.

The Contractor shall participate in progress meetings coordinated by the Project Manager, at a frequency as directed, and shall prepare brief written reports upon request, including:

- A. Updated construction schedule;
- B. Identification of Critical Path Tasks and Long Lead Items;
- C. Status of permit acquisition, including compliance and inspection status;
- D. Any conditions that may require a Change Order or result in a potential claim;
- E. Scheduled work to be done by Subcontractors; and
- F. Status of any other particulars required during the course of the work (such as environmental inspections, resolution of issues, coordination with the public, etc.)

3. PERMITS

Contractor shall obtain all permits as required for all Work performed under the Contract. Contractor is responsible for coordinating all required inspections related to such permits, and shall advise the Project Manager of all such scheduled inspections prior to occurrence.

Permit fees will be waived for all permits issued by the City, for all work performed within the City of Falls Church. Issued permits shall be displayed and/or maintained on site as DPW directs.

When applying for a City Right of Way (ROW) Permit, a Maintenance of Traffic plan must be submitted and approved. All conditions of ROW permits shall apply.

4. PRE-CONSTRUCTION MEETING

Prior to the Commencement of Work, and as determined by the Project Manager, a meeting will be arranged between the Contractor, Project Manager, and other City staff or consultants as appropriate. The purpose of the Pre-Construction Meeting is to discuss all aspects of the Work, including DPW policies and regulations, scheduling, administrative matters, documentation requirements, and project safety.

5. PROTECTION OF UNDERGROUND UTILITIES

The Contractor is directed to protect and maintain service to adjacent buildings for both public and private utilities. Contractor is responsible for complying with all aspects of Virginia Code Section 56-265.4 (Chapter 10.3) *Underground Utility Damage Prevention Act*, and related laws and regulations.

The Contractor shall be responsible for contacting Miss Utility of Virginia (Virginia Utility Protection Service) for location of any underground utilities and/or services situated in the work area which could be damaged by the Contractor's operation. Copies of Miss Utility tickets shall be provided to the City for the final record.

The Contractor shall coordinate closely with the City to determine location of private utilities.

6. UTILITY ADJUSTMENTS

Separate payment will not be made for utility adjustments, unless otherwise specified in the Contract. Contractor shall coordinate and effect all utility adjustments.

7. CONTRACTOR'S EQUIPMENT & CONTRACTOR PARKING

All Contractor and Subcontractor equipment used on the job shall meet all Federal, State, and local safety requirements. The equipment shall be licensed to operate in Virginia. In addition,

the company's name or logo shall be clearly displayed on all trucks used on all jobs. Contractor shall run construction equipment only when necessary and not outside permitted work areas.

The Contractor shall submit a plan for parking and location of equipment for City approval prior to the start of Work. The Contractor is responsible for payment of any parking charge or fines resulting from illegal parking of its or its Subcontractors' vehicles.

Clear access to and from residential properties and businesses shall be maintained by Contractor at all times within the Limits of Work. The Contractor is expected to minimize impact to City residents: blocking driveways or sidewalks, or leaving equipment on private property is unacceptable.

8. STAGING & LAYDOWN AREAS

The Contractor shall submit a plan for staging and laydown areas for City approval prior to the start of Work. Such plan should include minimizing impact to City residents, avoiding Plant Protection Areas, and planning for maximum efficiency.

E. RESPONSIBILITIES

1. AUTHORITY OF CITY PROJECT MANAGER & OVERSIGHT

The Director of the Department of Public Works (DPW) or designee will serve as Project Manager and will provide work assignments, oversight and guidance to the Contractor for the implementation and administration of all technical aspects of the Contract. Where the term "Engineer" is used, it shall be interpreted to mean "Project Manager."

The Contractor must carry out the instructions of the Project Manager regarding the Work. The Project Manager has the authority to enforce contract provisions and to:

- A. Stop work whenever necessary to protect City or private property, or for public safety.
- B. Reject materials and workmanship that do not conform to contract requirements.
- C. Request the removal of Contractor or Subcontractor personnel per the Section entitled "Contractor's Performance & Personnel."
- D. Direct unacceptable work to be removed and replaced with acceptable work.

The Contractor shall notify Project Manager in writing in all cases when the Contractor believes that an order or direction issued by a Project Manager necessitates a Change in Work (See Section entitled "Change in Work").

2. AUTHORITY OF INSPECTOR

The Inspector has the authority to reject materials or suspend work if the quality of either is in dispute: settlement of a dispute is decided by the Project Manager. The Inspector may be authorized by the Project Manager to collect materials tickets or other required documentation.

An Inspector's authority does not extend to modification of any of the provisions of the contract documents, acceptance of the work, acting as a supervisor for the Contractor, or improper interference in the Contractor's project management.

Project Inspector(s) may be City staff and/or a third party City contractor.

3. AUTHORITY OF CITY ARBORIST

The City Arborist has the authority to direct and inspect all applicable Work for the preservation, protection, removal, and planting of trees, shrubs, and other plants; reject materials or

workmanship not meeting applicable standards; and prescribe mitigation measures to be implemented at the Contractor's expense in the event that trees, shrubs, or plant protection areas are compromised.

The City Arborist has the authority to require additional or enhanced plant protection measures at the Contractor's expense if the Contractor is unable or unwilling to adequately maintain protection measures required by the plan, in the opinion of the City Arborist.

4. LIMITATIONS ON CITY'S RESPONSIBILITIES

Except as modified by the Contract documents, the City shall not supervise, direct, or have control or authority over, not be responsible for: the Contractor's means, methods, techniques, sequences or procedures of construction; safety precautions and programs related to safety; or the Contractor's ability to perform/furnish the Work in accordance with the Contract documents.

5. CONTRACTOR RESPONSIBILITIES

A. General

It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient resources and services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

The Contractor shall defend and hold the City harmless from any expense or liability arising from the Contractor's non-compliance in meeting its obligations herein. The Contractor shall be responsible for all costs related to such non-compliance.

B. Key Contact Personnel

At the Pre-Construction meeting, or prior to the start of Work if no Pre-Construction meeting is held, the Contractor shall submit names and contact information for its Key Contact Person(s):

- During routine City working hours (8:00 AM – 5:00 PM, Monday to Friday); and
- For emergency calls outside routine City working hours.

An answering machine is not acceptable as a point of contact. A voicemail paging system or answering service in lieu of a contact person shall be required to initiate a callback to the City within 15 minutes.

Prior to changes to the Contractor's Key Contact Personnel, the Contractor shall advise the City and submit updated contact information.

C. Contractor's Performance & Personnel

Contractor shall ensure that all personnel assigned to the Work are trained, skilled and qualified to perform respective services; possess the appropriate licensing or certification; and are directly employed and supervised by the Contractor (unless pre-approved by the City as an authorized Subcontractor). All personnel working on the job shall wear clothing which clearly identifies them as employees of the Contractor or Subcontractor. Uniforms or tee shirts, which display the name or logo are acceptable. Personnel may be required to wear a Contractor-supplied, photo identification badge. Such badges must be clearly visible when worn.

The City reserves the right to reject personnel who, in the City's judgment, are not adequately qualified to perform the Work. If any Contractor or Subcontractor employee on the job appear to the City to be incompetent or to act in a disorderly or improper manner,

said person shall be removed immediately upon request of the Project Manager or Inspector. Said person shall not be re-employed on the subject project except by written consent of the Project Manager.

Possession of alcoholic beverages or illegal drugs on the job site by a Contractor or Subcontractor employee is prohibited and will result in immediate removal of the individual from the site. Said individual may not return to the job site.

D. Communications

At least one on-site worker who has supervision authority must be conversant in the English language. This is necessary because of the need to provide job instructions, ensure compliance with safety regulations and communicate with City staff and/or other Contractors on site. The City shall be sole judge of the communication level of the Contractor's employees. Failure to have an English-speaking worker on site is cause to halt work until the situation is remedied. Should this happen, it shall be at no additional cost to the City.

E. Actions of Contractor During Emergency

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall act without previous instructions from the Project Manager as the Contractor sees fit. The Contractor shall notify the Project Manager thereof immediately thereafter. Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for review through the Change Order process.

9. SUBCONTRACTORS

The Contractor shall obtain City approval for all Subcontractors in accordance with the IFB Section entitled "Subcontractors." The City's *Subcontractor Utilization Form* (see Appendix) shall be submitted to the Project Manager for review and written authorization prior to any work performed by Subcontractors.

At all times when an authorized Subcontractor is working on site, a representative of the Contractor who is knowledgeable about the Work must be on site as well.

F. PROTECTION

1. EROSION AND SEDIMENT CONTROL

The Contractor shall comply with all local, State and federal laws and regulations regarding erosion and sediment control. Land disturbing activities of 2,500 SF or more require submittal of an Erosion and Sediment Control (E&SC) Plan, including appropriate inlet protection.

All temporary E&SC Measures shall be removed by the Contractor at his expense and prior to Final Inspection.

2. TREE & LANDSCAPE PROTECTION MEASURES

Contractor shall follow the requirements described in the City's current edition of its *Tree and Landscape Specifications*.

3. STORMWATER FACILITIES

Contractor shall be responsible for protection of all stormwater facilities, onsite or offsite, affected by the Work. Stormwater inlet protection must be installed by the Contractor in compliance with the current edition of the Virginia Erosion and Sediment Control Handbook, unless otherwise agreed to by the City. The Contractor shall maintain such measures throughout the project.

G. SAFETY

The Contractor shall submit a Safety Plan to the Project Manager prior to the PreConstruction Meeting.

The Contractor shall comply with and ensure that the Contractor and Subcontractor personnel and equipment comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health. This shall include but is not limited to the standards of the Virginia Occupational Safety and Health Administration for General Industry and for the construction industry. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all injury to persons and damage to property either on or off the site, which occur as a result of the Contractor's prosecution of the Work.

While on the job site, all Contractor and Subcontractor personnel shall wear required personal safety equipment. Personal safety equipment shall include, but not be limited to hard hats, hearing protection, eye protection, proper clothing, and footwear as required by OSHA standards. The Contractor shall obey all safety rules and regulations and shall not create hazardous conditions within or around the work site.

The Contractor shall immediately discontinue any operations of the Contractor determined unsafe by the Project Manager, Inspector or designee, upon receipt of either written or oral notice. The City reserves the right to require the removal and replacement of any employee or equipment of the Contractor or Subcontractor at the work site when, in the Project Manager's or Inspector's judgment, that person or equipment is not performing safely.

The Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary.

H. CONSTRUCTION ACTIVITIES

1. WORK HOURS AND NOISE LEVELS

Work hours shall be limited to weekdays (except for City holidays as listed on the City website www.fallschurchva.gov) from 7:00 AM to 5:00 PM, unless otherwise pre-approved by the Project Manager. For certain projects, other work day and hour restrictions may apply.

See the Section entitled "Traffic Control" for additional work hour restrictions. The Contractor shall comply with City Code regarding noise levels. Noise generated by equipment is regulated by City Code *Article III – Noise, Section 14Environment*.

2. PROGRESS OF THE WORK

A. Notice to Proceed

The City shall provide the Contractor with a written Notice to Proceed (NTP), listing the date on which the Work is to be commenced. Every calendar day thereafter shall be counted in computing the actual Time for Completion.

B. Time for Completion

It is understood and mutually agreed by and between the Contractor and the City that the Commencement Date, the rate of progress, and the Time for Completion of the Work to be done hereunder are essential conditions of the Contract.

C. Rate of Progress

The Contractor agrees that the Work shall be started promptly upon the Commencement Date and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with good workmanship.

D. Use of Completed Portions (See also Section M3 - Substantial Completion)

The City shall have the right to take possession of and use any completed or partially completed portions of the Work. Taking such possession and use shall not be deemed an acceptance of any work not done in accordance with the Contract Documents. If the Contractor believes that such prior use may increase the cost, or delay the completion of remaining work, or cause refinishing of completed work, the Contractor shall so advise the City prior to the City taking possession and may submit a claim for a Change in Work by Change Order.

3. SURVEYS AND CONTROLS

The Contractor shall be responsible for laying out the Work and shall retain a professional land surveyor licensed in the Commonwealth of Virginia to survey and provide all necessary construction layouts and to establish all control lines, grades, and elevations during construction. The Contractor shall be responsible for any mistakes or construction errors that may be caused by errors in the layout or the loss or disturbance of reference points.

4. TRAFFIC CONTROL

A. Maintenance of Traffic (MOT) Plans

For all work proposed within the City right-of-way, the Contractor shall provide a detailed MOT in compliance with the latest edition of the Virginia Work Area Protection Manual (WAPM). MOT Plans shall be submitted to the Project Manager for review and approval at the time of submittal of the proposed schedule. Maintenance of Traffic shall conform to City ROW Permit General Conditions for notification.

All MOT Plans shall comply with the following requirements:

- Broad Street and Washington Street: Between the hours of 9:00 AM and 3:00 PM on Monday through Friday, at least one through lane shall be maintained in each direction. ***No lane closures or other restrictions are permitted on Broad Street or Washington Street outside of these hours, without prior City approval.***
- All other streets: Work is generally permitted between the hours of 7:00 AM and 5:00 PM, but may vary based on local conditions (e.g. school functions, special events, etc.). Onsite work must adhere to the City of Falls Church Noise Ordinance.
- Pedestrian detours shall be provided when sidewalks are closed for construction. Contractor shall submit pedestrian detour plans as part of the MOT Plan for approval by the Project Manager.
- The construction vehicle haul route, staging areas and parking plan will be shown on the MOT plan. Haul routes and parking are generally not permitted along more than one residential street per phase.
- Street names, travel lane widths and existing transit stops must be clearly shown on the plan.

B. MOT Plan Implementation

The Contractor shall provide all devices and labor related to the implementation of the approved MOT Plan. Traffic control must be inspected by the Project Manager, Inspector or designee prior to Commencement of Work at any location. Any traffic control deficiencies shall be immediately corrected by the contractor.

The Project Manager shall be notified no less than 72 hours prior to beginning construction which will impact City right-of-way or traffic. Under no circumstances shall a roadway be closed for construction without issuance of a Right-of-Way Permit and appropriate notification. Failure to adhere to the permit and MOT plan may result in stop work orders and/or the assessment of fees.

All flaggers shall be certified by VDOT or other approved entity. The Contractor shall provide copies of flagger certifications for scheduled personnel prior to the Commencement of Work. Flagger shall have certification cards on their persons at all times while engaged in flagging operations.

Trash and recycling collection typically occurs throughout the City every Wednesday. Contractor shall make provisions to accommodate trash collection for residences affected by the Work.

Residential and emergency access shall be maintained at all times during construction.

Pedestrian paths shall not be blocked by work vehicles, construction equipment or temporary traffic control devices unless an approved pedestrian detour is provided.

C. Traffic Control Devices

In the event that a construction site in the opinion of the Police Department, Fire Marshal, DPW Inspector or the Project Manager, is improperly signed, barricaded, or lighted, the Contractor will be so notified. If the Contractor cannot be reached immediately or fails to take necessary corrective measures, a stop work order may be issued until such corrective action is taken. A Change Order for stop work orders due to improper traffic control or work area management will not be granted.

Unless otherwise stipulated in the contract, unit pricing shall be inclusive of all labor, materials, and work necessary to set up, maintain, inspect and remove traffic control. No separate payment will be made by the City for maintenance of traffic, unless listed as a pay item on the Bid Sheet.

5. INSPECTIONS

Inspections will be performed as needed and as required by the City at its sole discretion and according to issued permits. All stages, materials, and details of the Work are subject to inspection at any time.

The Contractor and its authorized Subcontractors shall provide the Project Manager, Inspectors, and City Staff with full and safe access to all parts of the work. The Contractor shall additionally furnish such information and assistance as needed for complete, timely and detailed inspections. The City and its authorized personnel shall have ready access to machines and plant equipment used in processing or placing materials.

Prior to Work, the Project Manager will meet with the Contractor to establish an understanding of the critical stages of work that shall be performed in the presence of the Inspector. At a minimum, the Contractor shall schedule inspections as required by the Building Official and shall notify the Project Manager 24 hours in advance of the following stages of construction when inspection shall be required:

- Prior to concrete pour when forms are in place and base material is in place
- Prior to installing conduit in slots or trenches
- Prior to backfilling any pipe or conduit
- Prior to laying final surface course
- Prior to excavation, trenching or boring for underground conduits
- Prior to installation of signal and electrical wires & cables
- Prior to installation of clamp on lighting for traffic signal poles
- Prior to traffic signal placement on mast arms, before drilling holes

Additional inspections may be necessary and shall be discussed at the Pre-construction meeting. For Final Inspection procedures, see the Section M *Project Close Out*.

6. CHANGE IN WORK

If the Contractor believes that any instructions by the Project Manager, by drawings or otherwise, will result in a Change in Work, then the Contractor shall give written notice thereof before proceeding to execute the work (except in emergencies endangering life or property). Said notice shall be given promptly enough to avoid delaying the work and in no instance later than ten (10) calendar days after the receipt of such instruction. The Contractor's notice must provide the amount of additional cost claimed, together with the basis thereof and supporting documentation. No such claims for extra cost shall be valid unless so made. If such notification is not given, Contractor hereby agrees to waive any claim for extra compensation and/or time.

If the Project Manager agrees that such instructions involve a Change in Work for the Contractor, any adjustment to compensation or Time of Completion will be authorized through the Change Order process.

7. DIFFERING SITE CONDITIONS

The Contractor shall, within twenty-four (24) hours after becoming aware of differing site conditions, and before Work continues, give written notice to the Project Manager of subsurface or latent physical conditions which differ materially from those indicated in the Contract Documents, or previously unknown physical conditions of an unusual nature discovered at the site and which differ materially from those ordinarily expected.

The Project Manager will investigate the site conditions within two (2) business days after receiving the notice. If the conditions do materially differ to the extent that a Change in Work is necessary, an equitable adjustment may be made by Change Order.

No request by the Contractor for an adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required. If the Contractor proceeds with any work that may be affected by such differing site conditions before giving written notice to the Project Manager, such work shall be at the Contractor's sole risk and expense.

8. MATERIALS AND WORKMANSHIP

The Contractor shall insure that all work, including that of all Subcontractors, is of the highest quality. Skilled artisans and laborers shall perform work as needed.

For every trade and every product, the installation and application techniques shall be in strict accordance with the highest quality prescribed by current applicable trade standards and practices. Manufactured articles, material, and equipment shall be applied, installed, connected, used, cleaned, and conditioned in accordance with the manufacturer's directions.

9. QUANTITIES

The City reserves the right to change, add or delete any categories or quantities. The quantities actually required to complete the Work may be more or less than so estimated on the Bid Sheet, which was intended for evaluation purposes. Contract Unit Pricing shall be used to calculate any changes in quantities required by the City either as additions to or deductions from the Work. Estimates shall not oblige the City to pay the estimated amount in full, but rather, all work shall be compensated for per actual quantities provided and installed at the contract unit prices.

10. MAINTENANCE OF WORK SITE

The Contractor shall propose staging and laydown areas and any needed storage areas in the vicinity of the project. Areas used by the Contractor within the public right-of-way require the prior approval of the Project Manager. All costs associated with the use, maintenance, and final restoration of areas needed shall be at the sole expense of the Contractor. When storing construction materials, the Contractor shall insure that they are stored safely, protected, and do not have a tendency to become unstable.

Contractor shall, at Contractor's expense:

- Arrange for and maintain a staging area, subject to City approval.
- Maintain access to all properties and City services.
- Locate trailers and equipment as far as possible from nearby occupied dwellings.
- Keep the site neat and policed so that debris will not be transported to neighboring properties by wind or other means.
- Caution workers to speak quietly and use language not offensive to citizens in the area.
- Locate and maintain portable sanitary facilities on a secluded or concealed portion of the site.
- Where appropriate, provide lighting and/or fencing to make unauthorized access to the site during non-working hours more difficult.
- Where dust may become a nuisance, provide means for dust control.
- Ensure that all equipment, materials, and staging areas associated with the project protect City trees and other vegetation to the satisfaction of the City Arborist.
- Keep grass and weeds within the project limits trimmed.

11. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided by the Contractor is unsatisfactory to the City (e.g. does not meet minimum standards or specifications), the Contractor shall, upon notification, immediately remove such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the City. Such removal and replacement shall be at the Contractor's expense.

In the event that the Contractor fails within 15 calendar days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the City shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies both during the Contract term and during any warranty or guarantee period. At its discretion, the City shall be entitled to offset such expense against any sums owed by the City to the Contractor under this Contract. If the City deems it expedient not to require correction or replacement of work which has not been done in accordance with the Contract, an adjustment to the Contract Amount may be made.

12. JOB SITE DAMAGES

It shall be the responsibility of the Contractor to report to the Project Manger any damage discovered prior to commencing any work at the job site.

The Contractor shall be responsible for any damage claim, which may arise as a result of the Contractor's operations. Repair, replacement, or mitigation of damages shall be completed to the satisfaction of the City and shall be accomplished by the Contractor within fifteen (15) calendar days (or other period as agreed by the City) after notification by the City. The City reserves the right to require the Contractor to have any repair work executed by an approved Subcontractor who specializes in workmanship required to rectify damages. Damage to vegetation intended to be protected shall be handled according to the City's current edition of its *Tree & Landscape Specifications*.

The City shall not be responsible for losses or damage to Contractor's supplies, tools, and/or equipment.

13. REMOVAL & DISPOSAL OR SALVAGE OF MATERIALS

All existing materials and equipment removed, including lighting poles and fixtures, are the property of the City of Falls Church. Salvageable materials shall be delivered to the City Property Yard at 7100 Gordon Road, at the direction of the Inspector or Project Manager. Contractor shall arrange for the delivery of salvaged equipment at least 48 hours in advance.

Tree and Stump removal shall follow the City's current edition of its *Tree & Landscape Specifications*.

Removed items which the City deems unsalvageable shall be disposed of by the Contractor at the Contractor's expense. Separate payment will not be made for removal and disposal or salvage of existing materials or equipment.

14. INSPECTION OF & TITLE TO MATERIALS

The City's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the Work.

No materials or supplies for the Work shall be purchased by the Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all Subcontractors to warrant that they have good title to, all materials and supplies for which the Contractor invoices the City for payment.

Risk of loss or damage to all items shall be the responsibility of the Contractor until Final Acceptance by the City. This provision will not be construed as relieving the Contractor from having sole responsibility for all materials and work upon which payments have been made and for the restoration of any damaged work or replacement or repair at the City's option of any damaged materials. This provision will not be construed as a waiver of the City's right to require fulfillment of all terms of the Agreement, including full rights under the terms of the Warranty provision, nor shall payment indicate acceptance of the materials or work.

It is expressly agreed that after any payment has been made by the City to the Contractor, the City will have a lien upon all material delivered to the site either by the Contractor or any Subcontractor, or for the Contractor, which is to be used in the performance of the Contract.

I. TREE WORK, TREE AND LANDSCAPE PLANTING REQUIREMENTS

Contractor shall comply with the City's current edition of its *Tree & Landscape Specifications*.

J. TESTING & QUALITY ASSURANCE

Materials used in the work shall meet all quality requirements of the Contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the Project Manager in writing of the proposed sources of materials promptly after contract award. When so required by the City, the Contractor shall complete and submit VDOT Form C-25 *Source of Materials* (or other approved City form).

Material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests which the producer believes necessary to control the product adequately. The City will conduct any tests or inspections it may deem advisable to assure that goods or services conform to its specifications. All materials for use in the project are subject to inspection and testing at any time prior to and after being incorporated into the Work. All work shall be performed using material represented by approved samples.

The Contractor shall cooperate with testing firms hired by the City and the acquisition of any desired samples.

All costs in connection with re-testing shall be borne by the Contractor. Failure of any material to pass specified tests will be sufficient cause for refusal to consider, under this Contract, any further materials of the same brand or make. Samples of various materials delivered on the site or in place may be taken by the Project Manager for testing. Samples failing to meet the Contract requirements will automatically void previous approvals of the items tested.

Unless otherwise specified, no separate payment will be made to the Contractor for testing.

K. CHANGE ORDERS

1. INITIATION OF CHANGE ORDERS

Change Orders shall be initiated when any substantive change in the original specifications or scope is deemed necessary by the City or the Contractor. The change must be of a nature that corrects errors in drawings; considers unforeseen site conditions; addresses previously unknown conditions not recorded in official documentation; captures omissions necessary for the project's successful completion; or encompasses changes in quantity, materials, approach, or other fundamental deviations from the original specifications or project scope.

Proposed Change Order (PCO): The Contractor may only initiate a change order request within the established project scope. PCOs shall be requested in a timely manner and no later than 10 days following the Contractor's recognition of a needed change. A request initiated by the Contractor shall provide all supporting documentation, including a written statement of the reason for the change, a statement addressing the reason the work was not included in the original bid, and the impact the proposed change will have on the project timeline, price, and other associated factors. The City will not be liable for the cost of Changes in Work not approved in writing before the work begins, except as necessary to protect life and property.

A PCO initiated by the City will contain a description of the intended change with supplementary revised drawings, project scope, specifications and a revised projected Time of Completion if necessary. The City may make changes by addition, deletion or revision in

the Work without invalidating the Contract. All such work shall be executed under the conditions of the original Contract, with an adjustment to the Contract Amount and/or Time of Completion as applicable.

The Project Manager will review the Proposed Change Order and provide The Contractor with a written response within 5 days of receiving Proposed Change Order.

2. MINOR CHANGES BY PROJECT MANAGER

The Project Manager shall have authority to make minor changes in the Work by verbal order when such changes do not involve extra cost, are immediately necessary for safety reasons, and are not inconsistent with the purpose of the Project. Otherwise, except in an emergency endangering life or property, no Change in Work shall be made unless in conjunction with a Change Order signed by the City; and no claim for an addition to the Contract Amount or Time of Completion shall be valid unless so authorized and documented.

3. CHANGE ORDER PRICING

Unit Price Items: The City expressly reserves the right, except as may be otherwise specifically limited, to increase or decrease quantities of work for which the Contract contains unit pricing. Adjustments in quantities shall be made using the unit prices.

Other Work: For any change in work which is not covered by Unit Prices, the Contractor shall submit an itemized PCO. Wherever possible, costs shall be organized into Line Item quantities such that a unit price can be established for each component of the Work. The City will review the PCO and may enter into negotiations with the Contractor if the PCO is not determined to represent a fair and reasonable cost for the work.

4. UNILATERAL CHANGE ORDERS

In the event that the City and Contractor are unable to agree upon a cost and/or time to perform a requested Change in Work, the City will issue a Unilateral Change Order. The Unilateral Change Order will specify the cost and time to perform the work based upon the Project Manager's estimate, the Contractor's proposals, and any other relevant information. Upon determination by the City of a fair and reasonable cost and time, a Unilateral Change Order will be issued and shall become binding upon the Contractor.

5. EXTENSIONS OF THE TIME OF COMPLETION

A. Claims for Delay

The Contractor's sole relief for any claim for delay other than Force Majeure, and which is caused by entities or conditions fully outside the control of the Contractor, Subcontractors, Suppliers, and any other persons or firms associated in any with the Contractor, shall be an extension of the Time of Completion and/or the Contractor's direct costs which result from the delay.

The Contractor's sole relief on any claims for delay caused by Force Majeure shall be an extension of the Time of Completion, provided the Contractor gave the Project Manager timely written notice at the inception of such delay.

No extension of the Time of Completion will be granted for any delay unless the Contractor demonstrates the claimed delay directly impacts the Critical Path of the Work, and any float has been consumed.

B. Notification Requirement

The Contractor shall not be entitled to any Claims for Delay unless the Contractor notifies the City in writing immediately upon discovery of such delay.

The Contractor's complete submittal for a time extension and any claimed damages shall be submitted no later than thirty (30) calendar days after cessation of the delay or within such longer period as the City may agree in writing to allow. The Contractor's full Submittal to the City shall specify the nature of the delay claimed by the Contractor, the cause of the delay, the impact of the delay on the Contractor's Work schedule, and all supporting documentation.

C. Extensions Due to Adverse Weather Delays

The Contract Time of Completion will not be extended due to inclement weather conditions which are normal, as defined below, for the City of Falls Church. The Contract Time of Completion includes an allowance for workdays which according to historical data may not be suitable for construction work. The Contractor may request extension to the Time of Completion only if it can demonstrate each of the following Criteria:

- That one or more of the Weather Conditions listed below was encountered; and,
- The occurrence of the Weather Condition(s) resulted in an inability to prosecute work which would have otherwise been performed on the day(s) the Weather Condition(s) occurred; and,
- The work which was not able to be completed was on the Critical Path and could not be completed **only** due to the Weather Condition(s) claimed.

The Contractor must provide notice of delay to the Project Manager no later than five (5) calendar days after the onset of the delay which satisfies the criteria listed above. A fully documented claim for a time extension under this section shall be submitted no later than thirty (30) calendar days after the cessation of the delay. It shall be the Contractor's responsibility solely to provide the necessary documentation to satisfy the Project Manager that all of the Criteria above were realized.

The Project Manager will determine the Contractor's entitlement to an extension of the Contract Term. A time extension of no more than one (1) day will be granted for one (1) day of lost work which satisfies the Criteria above, regardless of the number of Weather Conditions encountered. The Contractor's sole relief shall be an extension of the Time of Completion and no claim for an increase in Contract Amount will be allowed.

The Weather Conditions listed below will be the only basis for consideration by the City, subject to the Criteria above, as an extension of the Contract Term due to inclement weather or weather-related site conditions.

Adverse Weather Condition #1: Unusually Heavy Precipitation - Figure 1 illustrates the anticipated monthly inclement weather due to precipitation (Rain Days). If the number of days (including weekends, holidays, or other days not worked) with precipitation in excess of 0.10", as recorded at Washington Reagan National Airport, exceeds the anticipated Rain Days, the Contractor may be entitled to an extension of one (1) day on the Contract Term for every day in excess of the Rain Days illustrated in Figure 1. The anticipated value of Rain Days for partial months at the beginning and end of the Contract shall be evaluated on a pro-rated basis.

FIGURE 1. Average days with precipitation of 0.1" or more											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
6	5	7	7	7	6	6	5	6	5	5	6

Adverse Weather Condition #2: Temperature – The Contractor may be entitled to an additional day for every day that the recorded high temperature at Washington Reagan National Airport is 40 degrees Fahrenheit or less, that has not already been claimed under Weather Condition #1 above.

L. PAYMENTS & RETAINAGE

1. Progress Payments

a. Applications for Payments

- i. The Contractor shall use a City-approved Pay Application format to invoice the City for completed work (see sample in the Appendix). Approved Change Order (CO) costs shall be included in the Pay Application corresponding to the month during which the CO was approved.
- ii. Contractor shall submit to City Project Manager for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the City has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the City's interest therein, all of which must be satisfactory to the City.
- iii. The Contractor shall, upon the City's request and as the City determines is necessary, furnish signed Affidavits of payment stating that all previous progress payments received on account of the Work have been applied to discharge Contractor's legitimate obligations (e.g. payment of subcontractors).
- iv. Any pre-approved mobilization and/or Maintenance of Traffic (MOT) cost will be paid per Phase or percentage of project duration, over a number of Pay Applications and per the approved Project schedule.

b. Retainage

Five percent (5%) of the amount of each progress payment will be retained by the City until Final Completion and Acceptance of the Work.

c. Review of Pay Applications

- i. The City will, within 10 days after receipt of each Application for Payment, either approve payment or return the Application to the Contractor, indicating in writing any corrections needed. The Contractor shall make any necessary corrections and resubmit the Application.
- ii. The City's review of the Contractor's Work for the purposes of approving payments, including final payment, will not impose responsibilities on the City:
 1. To supervise, direct, or control the Work; or

2. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto; or
 3. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work; or
 4. To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price; or
 5. To determine that title to any of the Work, materials, or equipment has passed to the City free and clear of any Liens.
- iii. The City may also choose not to approve payment in full or in part to such extent as may be necessary in the City's opinion to protect the City from loss because:
1. The Work or portion thereof has not been completed; or
 2. The Work is defective, or completed Work has been damaged, requiring correction or replacement; or
 3. The Contract Price has been reduced by Change Orders; or
- iv. The City has been required to correct defective Work or complete Work. If the City chooses not to make payment of the full amount requested by the Contractor for any of the reasons listed above, the City will give the Contractor written notice stating the reasons for such action and the corrective actions needed. The City shall promptly pay the Contractor any amount remaining after deduction of the amount so withheld. Promptly upon Contractor taking remedial action, the City shall pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City.

M. PROJECT CLOSE OUT

1. SUBSTANTIAL COMPLETION

- A. For certain projects, the City (at its sole discretion) will allow for Substantial Completion of the Work or an agreed upon portion of the Work. This may facilitate the occupation and use of the Project (or a portion thereof) for its intended purposes, from both an operational and safety standpoint.
- B. When the Contractor considers the Work ready for its intended use the Contractor shall notify the Project Manager for the City in writing that the Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the City issue a certificate of Substantial Completion.
- C. Within 7 days after Contractor's notification, the City and Contractor shall make an inspection of the Work to determine the status of completion. If the City does not consider the Work substantially complete, the City will notify Contractor in writing and give reasons therefore.
- D. If the City considers the Work substantially complete, the City will deliver to Contractor a Certificate of Substantial Completion which shall fix the date of Substantial Completion.
- E. At the time of delivery of the Certificate of Substantial Completion, the City will deliver to the Contractor a written recommendation as to division of responsibilities pending final payment between the City and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. All incidental work shall be completed within 30 days from date of Substantial Completion Letter. Unless the City and Contractor agree otherwise in writing, recommendation will be binding between the City and Contractor until final payment.

F. Partial Utilization

Prior to Substantial Completion of all the Work, the City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

- 1) The City may at any time request Contractor in writing to permit the City to use or occupy any such part of the Work which the City believes to be ready for its intended use and substantially complete, upon mutual agreement with the Contractor.
- 2) Within a reasonable time after either such request, the City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If the City does not consider that part of the Work to be substantially complete, the City will notify the Contractor in writing giving the reasons therefor. If the City considers that part of the Work to be substantially complete, the provisions of Section 3 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. NOTICE OF COMPLETION & FINAL INSPECTION

When the Work in the opinion of the Contractor has reached Final Completion, the Contractor shall notify the Project Manager in writing at least five (5) days in advance that the work will be ready for Final Inspection on a specified date, which date shall be stated in such notice. For specific designated projects, a VDOT inspector must be present.

If Final Inspection reveals work not performed in accordance with the requirements of the Contract Documents, or uncompleted work, the City shall identify such deficiencies on a written Punch List issued to the Contractor within two (2) business days. The Contractor shall promptly perform the work required and request another Final Inspection. When a Final Inspection has been completed with no deficiencies, the date of Final Completion will be fixed as that last inspection date.

3. AS-BUILT DRAWINGS

As-built drawings shall be the responsibility of the Contractor. The Contractor shall maintain and mark up one (1) set of Construction Plans and Drawings to portray as-built construction. The prints shall be neatly and clearly marked to show all variations between the Work actually performed and that indicated on the original Contract Drawings, including all utilities encountered in the Work. All drafting shall conform to good drafting practice and shall include such supplementary notes, legends and details as may be necessary for legibility and clear portrayal of the as-built construction.

At the completion of the Project and prior to request for Final Payment, the Contractor shall turn over to the Project Manager a complete set of As-Built drawings and plans.

4. FINAL PAY REQUEST & AFFIDAVIT OF RELEASE

Upon Final Completion and before Final Acceptance, the Contractor will submit the following to the Project Manager:

- Signed Contractor Affidavit of Release of all Liens and Claims (*See Appendix*);
- Signed Subcontractor Affidavit of Release of all Liens and Claims (*See Appendix*);
- As-Built Plans;

- Any outstanding materials certificates;
- Construction Logs;
- Certificates of Inspection;
- Maintenance and Operating Instructions, as applicable;
- Required DBE/MBE documentation and reports, as applicable;
- Any other outstanding documentation requested by the City and required by Contract Documents; and
- Contractor's Final Pay Invoice, including retainage.

The Affidavit of Release shall state that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. Contractor shall obtain signed Certifications of Payment from all Subcontractors utilized in the Work, and submit original signed Certifications to the City.

Should any Subcontractor refuse to furnish a release or receipt in full, Contractor must so advise the Project Manager immediately. In such a case, the Contractor may furnish a bond satisfactory to the City as indemnification against a possible lien. If any lien remains unsatisfied after all payments have been made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien. Failure to properly pay Subcontractors and suppliers will result in the Contractor being adjudged in Default of the Contract Documents.

5. CERTIFICATE OF COMPLETION & FINAL ACCEPTANCE

Upon completion of the Work, Final Inspection, acceptance of any outstanding work, and receipt of final documentation as required by the Contract Documents and outlined above, the City Project Manager shall file a written Certificate of Completion & Final Acceptance. Such Certificate shall be prepared within ten (10) business days of satisfying the requirements listed in the Section entitled "Final Pay Request & Affidavit of Release" and shall specify the date of Final Completion, and the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation and approved through the Change Order process.

6. FINAL PAYMENT

Final Payment to the Contractor, including retainage, less any amounts due to or claimed by the City, shall not become due until after the City has issued a Certificate of Completion & Final Acceptance and after the Contractor delivers to the City all documentation and other deliverables required per the Contract Documents.

7. LIQUIDATED DAMAGES

The City specifies that **time is of the essence** under this Contract.

The City and the Contractor agree that damages for failure to complete the work within the Time of Completion are not susceptible to exact determination but that the damages specified herein is in proportion to the actual loss that the City would suffer from such delay. Therefore, for each calendar day after the specified Time of Completion for the Work that the Contractor has not achieved Final Completion, the City will assess liquidated damages, not as a penalty, applicable to the Contract. The City shall be entitled to deduct liquidated damages against any sums owed by the City to the Contractor. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

When not otherwise specified in the Contract, damage and loss to the City resulting from failure of the Contractor to complete the Work within the specified Time of Completion in this Agreement, plus any extension of time granted, shall be as stipulated and calculated in Section 108.06 (*Failure to Complete on Time*) of the *VDOT Road and Bridge Specifications*.

8. WARRANTY

All material provided to the City shall be fully guaranteed by the Contractor against manufacturing defects within the period of the manufacturer's standard warranty. The Contractor shall provide all manufacturers' warranties to the Project Manager by the date of Final Completion. Such defects shall be corrected by the Contractor at no expense to the City.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials, or inferior or faulty workmanship, or work not in accordance with the requirements of the Contract Documents for a minimum of one (1) year from the date of Final Acceptance of the work by the City in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of Final Acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the City and the Contractor in advance and in a signed writing.

The Contractor shall promptly correct any defective work or materials after receipt of a written notice from the City to do so. If the Contractor fails to proceed promptly or use its best efforts and due diligence to complete such compliance as quickly as possible, the City may have the materials or work corrected and the Contractor and its Sureties shall be liable for all expenses and costs incurred by the City.

Performance and payment bonds shall remain in force during the entire warranty period.

Nothing in this section shall be construed to establish a period of limitations with respect to other obligations the Contractor may have under this Contract.

APPENDIX

**GENERAL PROVISIONS
CONSTRUCTION PROJECTS**

**DEPARTMENT OF PUBLIC WORKS
CITY OF FALLS CHURCH**



CITY OF FALLS CHURCH

PROJECT:

PROJECT #:

PO#

DATE:

SUBCONTRACTOR UTILIZATION FORM

TO: City of Falls Church

FROM:

Approved Subcontractors and Subcontractor Tasks:

List approved subcontractors and tasks named in the original contract and/or latest amendment below.

Name of Subcontractor	Tasks To Be Performed	DBE/SWAM?	% of Total Work to Be Performed

Proposed Amendments:

Note new subcontractors, significant changes in tasks, and any % of Total Work to Performed exceeding 49%

Name of Subcontractor	Tasks To Be Performed	DBE/SWAM?	% of Total Work to Be Performed

Attach additional sheets as necessary.

Subcontractor License

Attach copies of Subcontractor(s) license(s). The City reserves the right to request copies of the Contractor's subcontract(s).



CITY OF FALLS CHURCH

PROJECT:

PROJECT #:

PO#

DATE:

Justification:

Provide justification for amendments. List a telephone number or contact information for any new subcontractors pending approval. Attach relevant licenses, certifications, and qualifications for new subcontractors or substantial changes in subcontractor tasks to be performed. The City reserves the right to reasonably reject the Contractor's selection of subcontractors.

Funding:

Project has Federal Funds State Funds Local Funds

Check all that apply.

If project has Federal Funds, fill out supplemental checklist on page 3.

SUBMITTED FOR CITY APPROVAL BY:

Signature (_____)

Date

ACCEPTED BY:

, Project Manager

, Director
Department of Public Works

Date

Date

Revised: 5/27/2014
P:\PUBLIC WORKS\FORMS - CONSTRUCTION PROJECTS\SUBCONTRACTORS\TEMPLATE CFC Subcontractor Amendment.pdf



CITY OF
**FALLS
CHURCH**

PROJECT:

PROJECT #:

PO#

DATE:

Supplemental Checklist for Federally Funded Projects

Attach the following for ALL subcontractors:

1. Copy of Prime Contractor's contract with Subcontractor. Must include:
 - a. Copy of Predetermined Wage Rates included in original bid documents
 - b. FHWA 1273
 - c. Executive Order 11246
 - d. VDOT Special Provision 107.15
2. VDOT C-28
3. Letter appointing a EEO Officer and DBE Liason
4. VDOT C-64

IN ADDITION, include the following for DBE subcontractors:

1. VDOT C-111
2. VDOT C-112
3. Project Schedule: Submit schedule for subcontractor's scope and work.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE ONE OF 3 PAGES

TO: City of Falls Church
300 Park Ave
Falls Church, VA 22046

FROM: (Contractor)

PROJECT: [Redacted]

VIA CONSTRUCTION MANAGER: N/A
VIA ARCHITECT: N/A

APPLICATION NUMBER: 1
APPLICATION DATE: [Redacted]
PERIOD TO: [Redacted]
PROJECT NOS.: [Redacted]
PURCHASE ORDER NO. [Redacted]
CONTRACT DATE: [Redacted]

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$0.00
2. Net Change By Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +2).....	\$ -
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$0.00
5. RETAINAGE:	
a. 5% of Completed Work (Columns D & E on G703)	\$0.00
b. 5% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	[Redacted]
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total Approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: _____ DATE: _____

State of: _____ County of : _____
day of _____ 20____
Notary Public:
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ -
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By: _____ Date: _____

ARCHITECT:
By: _____ Date: _____
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 01/03/00
 APPLICATION DATE: 03/24/15
 PERIOD TO: 03/24/15
 ARCHITECT'S PROJECT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD			G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1							\$0.00	#DIV/0!	\$0.00	\$0.00
2							\$0.00	#DIV/0!	\$0.00	\$0.00
3							\$0.00	#DIV/0!	\$0.00	\$0.00
4							\$0.00	#DIV/0!	\$0.00	\$0.00
5							\$0.00	#DIV/0!	\$0.00	\$0.00
6							\$0.00	#DIV/0!	\$0.00	\$0.00
7							\$0.00	#DIV/0!	\$0.00	\$0.00
8							\$0.00	#DIV/0!	\$0.00	\$0.00
9							\$0.00	#DIV/0!	\$0.00	\$0.00
10							\$0.00	#DIV/0!	\$0.00	\$0.00
11							\$0.00	#DIV/0!	\$0.00	\$0.00
12a							\$0.00	#DIV/0!	\$0.00	\$0.00
12b							\$0.00	#DIV/0!	\$0.00	\$0.00
13							\$0.00	#DIV/0!	\$0.00	\$0.00
14							\$0.00	#DIV/0!	\$0.00	\$0.00
15							\$0.00	#DIV/0!	\$0.00	\$0.00
16							\$0.00	#DIV/0!	\$0.00	\$0.00
17							\$0.00	#DIV/0!	\$0.00	\$0.00
18							\$0.00	#DIV/0!	\$0.00	\$0.00
19							\$0.00	#DIV/0!	\$0.00	\$0.00
20							\$0.00	#DIV/0!	\$0.00	\$0.00
21							\$0.00	#DIV/0!	\$0.00	\$0.00
22							\$0.00	#DIV/0!	\$0.00	\$0.00
23							\$0.00	#DIV/0!	\$0.00	\$0.00
24							\$0.00	#DIV/0!	\$0.00	\$0.00
25							\$0.00	#DIV/0!	\$0.00	\$0.00
26							\$0.00	#DIV/0!	\$0.00	\$0.00
27							\$0.00	#DIV/0!	\$0.00	\$0.00
28							\$0.00	#DIV/0!	\$0.00	\$0.00
29							\$0.00	#DIV/0!	\$0.00	\$0.00
30							\$0.00	#DIV/0!	\$0.00	\$0.00
31									\$0.00	\$0.00
32									\$0.00	\$0.00
33									\$0.00	\$0.00
34									\$0.00	\$0.00
35									\$0.00	\$0.00
36							\$0.00		\$0.00	\$0.00
37							\$0.00		\$0.00	\$0.00
38							\$0.00		\$0.00	\$0.00
39							\$0.00		\$0.00	\$0.00
40							\$0.00		\$0.00	\$0.00
41							\$0.00		\$0.00	\$0.00
42							\$0.00		\$0.00	\$0.00
43							\$0.00		\$0.00	\$0.00
44							\$0.00		\$0.00	\$0.00
45							\$0.00		\$0.00	\$0.00
46							\$0.00		\$0.00	\$0.00
47							\$0.00		\$0.00	\$0.00

48						\$0.00			\$0.00	\$0.00
49						\$0.00			\$0.00	\$0.00
50						\$0.00	#DIV/0!		\$0.00	\$0.00
51						\$0.00	#DIV/0!		\$0.00	\$0.00
52						\$0.00	#DIV/0!		\$0.00	\$0.00
53						\$0.00	#DIV/0!		\$0.00	\$0.00
54						\$0.00	#DIV/0!		\$0.00	\$0.00
55						\$0.00			\$0.00	\$0.00
56						\$0.00			\$0.00	\$0.00
57						\$0.00			\$0.00	\$0.00
58						\$0.00			\$0.00	\$0.00
59						\$0.00			\$0.00	\$0.00
60						\$0.00			\$0.00	\$0.00
61						\$0.00			\$0.00	\$0.00
62						\$0.00			\$0.00	\$0.00
63						\$0.00			\$0.00	\$0.00
64						\$0.00			\$0.00	\$0.00
65						\$0.00			\$0.00	\$0.00
66						\$0.00			\$0.00	\$0.00
67						\$0.00			\$0.00	\$0.00
68						\$0.00			\$0.00	\$0.00
69						\$0.00			\$0.00	\$0.00
70						\$0.00			\$0.00	\$0.00
71						\$0.00			\$0.00	\$0.00
72						\$0.00			\$0.00	\$0.00
73						\$0.00			\$0.00	\$0.00
74						\$0.00			\$0.00	\$0.00
75						\$0.00			\$0.00	\$0.00
76						\$0.00			\$0.00	\$0.00
77						\$0.00			\$0.00	\$0.00
78						\$0.00			\$0.00	\$0.00
79						\$0.00			\$0.00	\$0.00
80						\$0.00			\$0.00	\$0.00
81						\$0.00			\$0.00	\$0.00
82						\$0.00			\$0.00	\$0.00
83						\$0.00			\$0.00	\$0.00
84						\$0.00			\$0.00	\$0.00
85						\$0.00			\$0.00	\$0.00
86						\$0.00			\$0.00	\$0.00
87						\$0.00			\$0.00	\$0.00
88						\$0.00			\$0.00	\$0.00
89						\$0.00			\$0.00	\$0.00
90						\$0.00			\$0.00	\$0.00
91						\$0.00			\$0.00	\$0.00
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!		\$0.00	\$0.00



CITY OF FALLS CHURCH

PROJECT:

PROJECT #:

/PO#

DATE:

CHANGE ORDER #

TO:

Description of Change in Work:

Adjustment of Contract Sum:

The net change in the Contract Sum by the Change Order is as follows:

Contract Sum as Awarded	
Adjustment by Previous Change Orders	
Adjusted Contract Sum	
ADJUSTMENT by this Change Order	
TOTAL ADJUSTED CONTRACT SUM	

The increase in the Contract Sum occasioned by COs to date is _____ %.

Adjustment to Time of Completion:

The Time of Completion will be increased/ decreased by _____ calendar days.

The Time of Completion will not be changed.

The project Scheduled Completion Date is:

Funding Source(s):

Account Code:



CITY OF FALLS CHURCH

PROJECT:

PROJECT #: / **PO#**

DATE:

This is full and final compensation for any claims, demands, or damages relating to or arising out of work set forth in this Change Order.

City Council Approval: Required Obtained on: _____ Not required

VDOT Approval: Not required
 Obtained on: _____ ; *Attachment:* VDOT Approval Worksheet

Other Approvals: Not required
 Obtained from: _____
Attachments: _____

APPROVED BY:

_____, Project Manager Date _____ Michael Whitfield, CCM, Director Date _____
Department of Public Works Department of Public Works

If Required: _____
Wyatt Shields, City Manager Date _____
City of Falls Church

ACCEPTED BY:

Name: _____ Date _____
Company: _____

Revised 10/19/2016

P:\PUBLIC WORKS\FORMS - CONSTRUCTION PROJECTS\CHANGE ORDER FORMS\TEMPLATE CFC Contract Change Order.pdf



CHANGE ORDER VDOT APPROVAL WORKSHEET

1. SCOPE OF WORK

a. Description and Justification for Change in Work:

Refer to CFC Change Order

b. Is this an Emergency Change Order?

No.

No work can be started on Change Order until VDOT review and approval.

Yes.

Document any attempts to notify VDOT and note what Change Order work has been already completed.

c. Is the Change in Work within the Project Scope outlined in Appendix A?

Yes. No (includes removal or replacement of previously approved pay items).

(provide comments below)

d. Is the Change in Work within the Original NEPA Footprint?

Yes. No. (provide comments below)

e. Does the change in work require additional design work?

No.

Yes. No waivers or exceptions are required.

Design waiver requested (Attached). Change order does not meet VDOT minimums but exceeds AASHTO minimum standards.

Design exception requested (Attached). Change order does not meet AASHTO minimum standards.

2. FUNDING

a. Approved Funding

Appendix A Attached.

Other documentation.

b. Adjustment of Contract Sum:

The net change in the Contract Sum by the Change Order is as follows:

Table with 2 columns and 5 rows: Contract Sum as Awarded, Adjustment by Previous Change Orders, Adjusted Contract Sum, ADJUSTMENT by this Change Order, TOTAL ADJUSTED CONTRACT SUM

The increase in the Contract Sum occasioned by COs to date is %.



c. AVAILABLE FUNDING FOR CONSTRUCTION (from Appendix A):

Are Additional State or Federal Funds Required?

No. Yes. Amount: \$

3. SCHEDULE

The Time of Completion will be increased/decreased by calendar days. The Time of Completion will not be changed.

The project Scheduled Completion Date is:

4. COST ESTIMATE

Table with 7 columns: Description of Work, Quantity, Unit, Unit Price, Unit Pricing Justification, Contract item #, Total

Cost estimate attached. Do not need to fill out pricing information above.

Total Change Order Cost Estimate: \$

Unit Pricing Justification: check all that apply

- All/Some unit prices already included in contract. Attach contract unit prices. VDOT Historical Pricing Justification Worksheet attached. Other Justification:

APPROVED BY:

Virginia Department of Transportation (VDOT) Date



CITY OF FALLS CHURCH

CONTRACTOR AFFIDAVIT OF PAYMENT AND RELEASE OF ALL LIENS & CLAIMS

The Contractor shall submit the following to the City **on Contractor's letterhead**, along with the Final Pay Request and signed original Subcontractor's Affidavit(s) of Release:

***FINAL PAY REQUEST
AFFIDAVIT OF PAYMENT AND RELEASE OF ALL LIENS & CLAIMS***

Contractor: _____

Project: _____

Contract No.: _____

Contractor hereby requests final payment in the amount indicated.

The Contractor agrees that its acceptance of final payment releases and forever discharges the City of Falls Church and its officers, employees, servants and agents from any and all actions, claims, demands and liability of whatever nature now existing or which may hereafter arise as a result of or in connection with the above referenced Contract.

The Contractor certifies that all Subcontractors for this Work and all of the debts for labor, materials, and equipment incurred in connection with the above-referenced Contract have been fully paid.

Authorized Signature: _____

Printed Name & Title: _____

Date: _____



CITY OF FALLS CHURCH

SUBCONTRACTOR AFFIDAVIT OF PAYMENT AND RELEASE OF ALL LIENS & CLAIMS

Contractor shall be responsible for obtaining all Subcontractor Affidavits and submitting **signed originals** to the City Project Manager.

Each Subcontractor for the Work must submit the following on its letterhead:

<p><i>SUBCONTRACTOR AFFIDAVIT OF PAYMENT AND RELEASE OF ALL LIENS & CLAIMS</i></p> <p>Subcontractor: _____</p> <p>Contractor: _____</p> <p>Project: _____</p> <p>Contract No.: _____</p> <p><i>Subcontractor hereby certifies that the above-named Contractor has made payment in full to the Subcontractor for this work.</i></p> <p><i>Subcontractor agrees that its acceptance of final payment releases and forever discharges the Contractor and the City of Falls Church and its officers, employees, servants and agents from any and all actions, claims, demands and liability of whatever nature now existing or which may hereafter arise as a result of or in connection with the above referenced Contract.</i></p> <p><i>The Subcontractor certifies that all of the debts for labor, materials, and equipment incurred in connection with the above referenced Contract have been fully paid.</i></p> <p>Authorized Signature: _____</p> <p>Printed Name and Title: _____</p> <p>Date: _____</p>
--



CITY OF FALLS CHURCH

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE:

TO:

PROJECT:

CONTRACT #:

FEDERAL PROJECT NO:

UPC#:

The Work performed under this Contract has been reviewed and found to be substantially complete, to the City's best knowledge, information and belief. The Work or a designated portion thereof is sufficiently complete so that the City can occupy or utilize the Work for its intended use.

The date of Substantial Completion is designated as the start date for applicable warranties required by Contract documents, except as stated below:

A Punchlist of items to be completed or corrected is attached. Failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed in writing, the start date of warranties for items on the attached Punchlist shall be the date on which the City issues a *Certificate of Completion & Final Acceptance* for the Work.

Contractor shall complete or correct the Work on the attached Punchlist by _____
(date)

Name of Contractor

Authorized Signature

Date

In accordance with the Contract, if the work is not completed by the date noted above, liquidated damages may be applicable.

, P.E., Civil Engineer
Department of Public Works
Project Manager

Michael J. Whitfield, CCM
Director
Department of Public Works

cc: DPW Project File, Contract File

Attachment



CITY OF FALLS CHURCH

CERTIFICATE OF COMPLETION & FINAL ACCEPTANCE

DATE: December 5, 2016

TO:

PROJECT:

FEDERAL PROJECT NO:

UPC#:

In accordance with the City's requirements, the undersigned hereby state that the above-named Project was fully completed in accordance with Contract Documents.

The Work has been inspected and accepted by the City of Falls Church Department of Public Works. All work has been completed to the City's satisfaction, in conformance to approved plans and specifications, as applicable.

The following have been received by the City:

- | | |
|---|------------------------------|
| <input type="checkbox"/> Affidavit of Release – Liens & Claims | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Certification of Payment to Subcontractors | <input type="checkbox"/> N/A |
| <input type="checkbox"/> As-Built plans | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Warranty Letter signed by Contractor | |
| <input type="checkbox"/> Other required project documentation: | <input type="checkbox"/> N/A |

CONTRACT#:

PO #:

COMMENCEMENT DATE OF WORK (per NTP):

DATE OF FINAL COMPLETION:

TOTAL DAYS OF WORK:

Calendar Days

LIQUIDATED DAMAGES: Apply Do Not Apply

FINAL CONTRACT PRICE: \$

, P.E., Civil Engineer
Department of Public Works
Project Manager

Michael J. Whitfield, CCM
Director
Department of Public Works

cc: DPW Project File, Contract File