

**FOUNTAINHEAD REGIONAL PARK  
MARINA BUILDING RENOVATIONS  
10875 Hampton Road  
Fairfax Station, Virginia 22039**

***PROJECT MANUAL***  
**June 6, 2023**



**NOVA Parks**  
**Northern Virginia Regional Park Authority**  
**5400 Ox Road**  
**Fairfax Station, Virginia 22039**

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**INVITATION TO BID**  
**FOUNTAINHEAD REGIONAL PARK**  
**MARINA BUILDING RENOVATIONS**  
**10875 Hampton Road**  
**Fairfax Station, Virginia 22039**

Sealed bids will be received by mail or in person at the Northern Virginia Regional Park Authority Headquarters, 5400 Ox Road, Fairfax Station, Virginia 22039, until **Tuesday, July 11, 2023, at 1 p.m.** Bids will be opened in public at that time.

The project includes renovations to the Marina building. The Contractor shall furnish all equipment, material, and labor in accordance with the project manual and plans.

Five percent bid bond or certified check is required for all bids over \$500,000. All bids and bid bonds shall remain valid for ninety days. Performance and Labor and Material Payment bonds shall be required of the successful bidder for all contracts awarded over \$500,000.

The Project Manual can be downloaded from the NOVA Parks website ([www.novaparks.com](http://www.novaparks.com)) at <https://www.novaparks.com/about/bids-proposals> The Contractor shall be responsible to verify and obtain any addendum prior to the bid date. Project addenda will be posted on the website.

The Project documents include the following:

- Project manual dated June 6, 2023
- Plans by Main Street Architects, P.C.  
(18 pages total) Dated 1/10/2023 - Sheets T1, T3, T3, T4, EX1, EX2, A1.0, A1.1, A2.0, A3, A3.1, M1.1, P0.1, P1.1, E0.1, E1.1, E1.2, E2.1.

Note: I must emphasize that there are (2) plan sheets numbered T3. One should be numbered T2 for a total of 18 plan sheets.

Questions concerning this project shall be directed to the attention of Jake Bumbrey, NOVA Parks Project Manager. All questions regarding the project or bid shall be in writing and can be sent via email to [jbumbrey@nvrpa.org](mailto:jbumbrey@nvrpa.org).

All interested Bidders should formally register with NOVA Parks by contacting Kiley Christian via email at [kchristian@nvrpa.org](mailto:kchristian@nvrpa.org) or by calling 703-359-4626. Bidders shall provide Mrs. Christian with the following information:

Company Name  
Contact person  
Address  
Phone and Fax number  
Email address

The Project Manual includes Existing Conditions Photographs to orient bidders with the project.

Project Addenda will be posted on the NOVA Parks website as well as emailed to those registered. Access to the Marina building can be arranged by calling the park at 703-250-9124 or emailing the Park Manager, Kate Irwin, at [kirwin@nvrpa.org](mailto:kirwin@nvrpa.org).

A non-mandatory pre-bid meeting with NOVA Parks will be held onsite Monday, July 3, 2023, at 10:00 am.

**FORM OF PROPOSAL - PAGE 1 OF 2**  
**FOUNTAINHEAD REGIONAL PARK**  
**MARINA BUILDING RENOVATIONS**

**PROPOSAL**

To furnish all material, labor, tools, equipment and supplies to perform all work specified herein and shown in the contract documents.

Name of Bidding Company:	
Address of Bidder:	
Telephone Number:	
Signature /Title:	
Print or Type Name:	
Date:	
Virginia Contractor's License Number:	

To: Brian Nolan, Director of Planning and Development  
NOVA Parks  
5400 Ox Road  
Fairfax Station, Virginia 22039  
(703) 352-5900

**FORM OF PROPOSAL - PAGE 2 OF 2**  
**FOUNTAINHEAD REGIONAL PARK**  
**MARINA BUILDING RENOVATIONS**

Pursuant to and in compliance with the contract documents, the undersigned proposes and agrees, if this proposal is accepted, to furnish all labor, materials, supplies, equipment, and other facilities, and to perform all work described in the project manual in the manner therein prescribed for consideration of the following amount.

**BASE BID:** All work as described in the Project Manual, Plans and Specifications.

\_\_\_\_\_ Dollars / \$ \_\_\_\_\_

Acknowledges Receipt of Addendum # \_\_\_\_\_ dated \_\_\_\_\_.

Acknowledges Receipt of Addendum # \_\_\_\_\_ dated \_\_\_\_\_.

Acknowledges Receipt of Addendum # \_\_\_\_\_ dated \_\_\_\_\_.

## **SUPPLEMENTAL GENERAL CONDITIONS**

### **PART 1 – GENERAL**

All bidders shall submit their bids on the enclosed Form of Proposal.

Contractor shall provide at least 48 hours' notice prior to beginning of work.

Materials may be stored on site with prior approval from NOVA Parks. Only materials to be used on this project may be stored on site.

Contractor shall not begin work until an acceptable certificate of insurance is provided to Owner.

Contractor must have a valid Virginia Class A Contractor license at the opening of bids and must be provided on the form of proposal.

In the event the accepted base bid amount exceeds \$500,000, the acceptable low bidder must provide the appropriate bonds, certificate of insurance and signed contract within 10 calendar days of being notified of the Owner's intent to award a contract.

The Contractor will have 65 days from the notice to proceed to complete the project. If the work is not completed within the time required, as that may be adjusted by change orders, there shall be imposed on the Contractor liquidated damages of \$200.00 per day for each day beyond the contract time it takes to complete the work.

All work will be completed during weekday business hours of 7 am to 6 pm. Weekend work will not be permitted on this project unless approval is granted by NOVA Parks.

Contractor should verify lengths and conditions and provide bids that reflect actual lengths and conditions.

Any Contractor that chooses to use a subcontractor for any portion of the job must provide NOVA Parks with the subcontractor qualifications for approval after the submission of bids.

NOVA Parks will obtain a building permit. Contractor shall be responsible to obtain all other required permits and is responsible to schedule all required inspections.

The Contractor shall, within five (5) days of the receipt of intent to award, prepare and submit to NOVA Parks and the Engineer a schedule for the completion of the work within the timeframe set forth in the Contract Documents. This progress schedule shall be related to the entire Project; shall include all the work; and shall meet the time for completion requirements of the Contract. It shall include an allowance for anticipated delays caused by ordinary adverse weather conditions and shall provide for the expeditious and practical execution of the Work within the time requirements of the Contract Documents. The schedule shall set forth as much detail as deemed necessary by NOVA Parks.

The Contractor shall not award work to a single Subcontractor in excess of 50 percent of the Contract price without prior written approval of NOVA Parks.

The NOVA Parks' acceptance of the schedule is not a representation or agreement that the schedule is logical or can be performed in the time or sequence indicated, but only that NOVA Parks approves of the construction in that time and in that sequence.

The Contractor shall provide a list of materials that have lead times that could delay the timeframe set forth in the Contract documents.

The Owner reserves the right to disqualify any bidder who is determined not to have adequate experience or favorable client references. Any bidder disqualifications shall be at the sole discretion of NOVA Parks.

The Contractor shall be responsible for all miscellaneous damages caused by his forces to park property during this project.

The Contractor shall contact Miss Utility. The Contractor shall be responsible for any damages to marked underground utilities.

Submittals shall be made to the owner for approval of all materials not specified in the project manual or for requested substitutions of specified materials. Acceptance of a substitution shall be at the sole discretion of NOVA Parks. A request for substitution must be made at least 7 days before the bid if the Contractor wishes to use it in his bid. If accepted, NOVA Parks will issue an addendum to all bidders.

The Contractor shall remove and properly dispose of all waste material generated from this project.

If a dumpster is to be used, its location must be coordinated with the Park Manager.

## **PART 2 – WARRANTY AND AS-BUILTS**

The Contractor shall provide a written warranty to NOVA Parks covering all defects in materials and workmanship for the period of one year from the date of project completion. All warranties provided by the equipment and material manufacturers shall also be provided to NOVA Parks.

The Contractor shall maintain during the progress of the work a complete and up-to-date set of "as built" plans and specifications that shall be available for inspection by the Owner and Architect at any time. These documents shall be marked up to record all changes in the work as they occur. As-built documents shall be neatly marked with red colored pencil or ink. One complete electronic copy and one complete paper copy shall be delivered to the Owner in a satisfactory condition prior to final acceptance of and payment for the work.

The Contractor shall provide three copies of an Owner's manual detailing equipment specifications and proper use and maintenance of all materials. Each copy should be bound in a sturdy three ring binder, indexed, and labeled as follows:

OPERATING & MAINTENANCE MANUAL  
FOUNTAINHEAD REGIONAL PARK  
MARINA BUILDING RENOVATIONS  
10875 Hampton Road  
Fairfax Station, Virginia 22039

The manuals shall include the following:

1. Name, address, telephone number and contact person (if applicable) of all Contractor(s) involved in the project.
2. The Contractors' written one-year warranties as noted above.
3. Complete manufacturers' operating and maintenance instructions for all materials and equipment.
4. Manufacturers' warranties for all materials and equipment.
5. List of color selections used for all finishes, to include the brand name, manufacturer, and color numbers.





\*\*\*\*\*END OF SUPPLEMENTAL GENERAL CONDITIONS\*\*\*\*\*

**10875 Hampton Rd. Fairfax Station VA 22039**

## DRAWING SYMBOLS

	Concrete Masonry Unit	
	Brick - Plan	
	Brick - Elevation	
	Concrete	
	Marble	
	Rough Wood Framing	
	Wood Blocking	
	Finished Wood	
	Plywood	
	Gravel	
	Compacted Earth Fill	
	Steel	
	Batt Insulation	
	Rigid Insulation	
	Existing Walls	
	Window Types	
	Room Designations	
	Door Designations	
	Elevation Designation	
	Materials List Designation	
	Revision No.	
	Wall Type	
	Column Centerline	
	Section No. Sheet Where Drawn	Detail
	Section No. Sheet Where Drawn	Building
	Section No. Sheet Where Drawn	Wall Section
	Elevation Identification Section No. Sheet Where Drawn	Interior

## AS APPLICABLE TO THE WORK

1. All Work shall be performed in strict accordance with the 2018 VCC, and the standards and requirements of the County of Fairfax, Virginia.
2. The square footage of work shall be determined by the approved plans.
3. Do not scale the printed drawings. All plan dimensions are to be face of stud or face of insulated concrete form unless noted otherwise. Dimensions are based on ACTUAL, size of masonry and concrete. The Contractor shall be responsible for any discrepancy in actual vs. recorded dimensions.
4. No discrepancy prior to proceeding with the Work. If any discrepancy exists, then the Owner or his representative shall be notified before the adjustments are made. The Contractor shall inform the architect of conditions which may substantially affect the construction as shown.
5. The Contractor shall arrange for and obtain all necessary permits for the Work, including, but not limited to, equipment and permits. All mechanical, plumbing and electrical design and layout work is to be done by subcontractors and shall comply with all local codes and inspection officials.
6. The Contractor shall arrange for and obtain all necessary permits for the Work to complete the Work. The Contractor shall pay for all permits, fees, licenses, etc. required for completion of the Work. For Owner's records, submit copies of permits, licenses, certifications, inspection reports, and other similar documents. All Work, including corrections, required to obtain permits and approvals shall be performed.
7. The Contractor shall take all necessary precautions to insure the safety of building occupants and the public. The Contractor shall be responsible for all safety measures, in accordance with the code that the construction site is secure and that the safety of the public and all parties involved in the construction process is preserved.
8. The Contractor shall refer to the Municipality and the Code of Virginia, for license requirements.
9. Contractors shall contact VAS11.com (Miss Utility) prior to any earthwork in order to locate underground utilities. Coordinate with the Owner prior to any ground work.
10. The Contractor shall maintain the Work area in a safe condition. The Contractor shall obtain liability insurance, and workman's compensation. Prior to beginning work provide a current certificate of insurance to the satisfaction of the Owner. Notify Owner of his/ her insurance responsibilities during construction.
11. The Contractor shall exercise care and become familiar with the existing conditions prior to design. The Contractor shall inform Architect of any existing condition that would effect the design as shown. Failure to do so does not relieve the Contractor of this responsibility or permit the Contractor to Change Order.
12. The Contractor shall coordinate locations of openings or recesses for lights, electrical panels, louvers ducts, chases, plumbing fixtures, etc. Coordinate location of light fixtures, ceiling fans, etc. with each other.
13. These drawings, specifications, and/or Description of Work shall become part of the Contract between the Owner and Contractor. The work shall be performed as detailed herein or by reference to the Specification of Construction of the Architect.
14. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work. The Contractor shall remove all demolition and construction debris from the Work area.
15. The Contractor shall protect existing construction to remain free from damage. Forced air HVAC shall not be used during the Work. All existing items to remain which are damaged during construction shall be either replaced or repaired. The Contractor shall be responsible for the results in exposing the facility interior to water or other damage due to leakage shall be repaired and temporarily protected.
16. The Contractor shall provide attachment and connection details and methods for securing the Work. The Contractor shall provide a level and, within recognized industry tolerances, allow for expansion and building movement. Provide uniform joint width in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision. Contractor shall verify work is in accordance with the design and specifications and the drawings and findings before construction begins to assure adequate support for new construction. Contractor shall finish grade, seal, and protect with hay all areas disturbed by construction.
17. Protect all finished, or to be finished, surfaces with plastic sheets to keep mud and dirt from splashing and discoloring the finished work.
18. The Contractor shall ensure that the premises are secure both to weather and to illegal entry of unauthorized persons. The Contractor shall be responsible for the security of the premises.
19. Altered structures shall be reinforced or otherwise supported in a manner not affecting the stability of other elements. Shoring and bracing systems shall be provided as necessary and shall be designed and installed by a qualified structural engineer. The Contractor shall ensure after permanent work is structurally in place. Structural members shall not cut or altered without adequate measures to retain full structural capacity.
20. All patching shall make existing and patched conditions contiguous, with support systems in place. Integrity and strength shall be maintained in all patching.
21. The material specifications and/or cut-outs have been provided to ensure that a current standard of quality is to be used for this project. Other products may be used if an equal standard of quality is satisfied and approved by the Architect, Engineer, Owner, or his representative.
22. Submittals and shop drawings shall be submitted for approval of all pre-engineered structural steel and precast concrete construction by the Architect, Engineer, Owner, or his department as required. Cut sheets and material samples shall be provided to Architect for review of all equipment and finished materials.
23. All equipment and materials shall be in accordance with the manufacturer's guidelines and instructions. No installation shall be permitted that in any way negates test listing or warranty of such equipment. The Contractor shall notify The Architect of any discrepancy or conflict between the Contract Documents and equipment installation instructions prior to rough-in or installation.
24. All exterior thermal envelope openings and penetrations (windows, doors, louvers, pipes, ducts, etc.) shall be caulked or sealed around entire opening to provide a weather and air-tight seal. The Contractor shall be responsible for the quality of the sealant and the sealant's application.
25. Provide supplementary support, blocking and/or framing for all lighting, bathroom accessories, grab bars, cabinets, etc.
26. The Contractor shall be required to indicate in the documents shall be finished in the same material and/or as similar use, when in doubt consult with the Architect. Finishes called for shall extend over, under, or behind any item of equipment, furniture, etc. indicated on the drawings or added to the documents by the Owner.
27. The listing of any specific manufacturer or model number in these documents is in relation to a need to provide a basis of design standard of style, design options, size, etc. and does not constitute a product specification. The Contractor shall be responsible for the Owner's review and approval. Provide product submittals for review prior to purchase.
28. Fretting, draftspatching, blocking, and bridging shall be provided per code.
29. All work done in and around the building shall be done in accordance with the standards so that ground shall be pressure treated for ground contact per code.
30. Provide firing and drywall finish for all ductwork, piping, etc. to conceal from view.
31. All equipment shall be a minimum 1/2" thick and shall be protected with 1/2" plywood or thicker.
32. Provide controlled fill and site preparation as required. Coordinate with building inspector.
33. Backfill material against foundations shall be either no. 57 stone or granular material. Expansive soils and clay shall not be used. Do not backfill until first floor structure is in place and top of foundation is exposed.

T1 TITLE SHEET,  
T2 PLAN REVIEW COVER SHEET, CODE INFO.  
T3 OUTLINE SPECIFICATIONS  
T4 OUTLINE SPECIFICATIONS AND WALL TYPES

- EX1 EXISTING CONDITIONS FLOOR PLAN
- EX2 EXISTING DEMO. PLANS
- A1.0 PROPOSED FLOOR PLAN
- A1.1 PROPOSED REFLECTED CEILING PLAN - ELECTRIC
- A2.0 SCHEDULES AND INTERIOR WALL ELEVATIONS
- A3.0 DETAILS
- A3.1 DETAILS

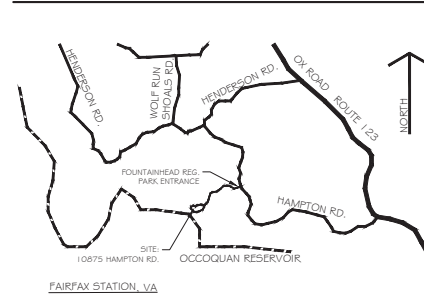
M1.1 MECHANICAL PLAN, GEN. NOTES AND SCHEDULES  
P0.1 PLUMBING GEN. NOTES AND SCHEDULES  
P1.1 PLUMBING PLANS AND DIAGRAMS  
E0.1 ELECTRIC GEN. NOTES AND SCHEDULES  
E1.1 ELECTRIC PLANS - DEMO.  
E1.2 ELECTRIC FLOOR PLANS POWER - LIGHTS  
E2.1 SCHEDULES AND RISER DIAGRAM

Interior alterations to existing Fairfax County Park Marina Building, built ca. 1972. Interior remodeling of all rooms for new wall and floor finishes. Enlarge the existing kitchen and dining areas. Replace existing kitchen cabinets and appliances. New mini-split HVAC system in addition to the current system. Includes Plumbing, Electrical and Mechanical work. Additional wall and attic insulation at heated rooms. New LED light fixtures. No additions or increase in square footage is proposed. No new construction or additions to supply adequate power. Water and septic is unaffected. No proposed Structural work. Repairs to wood floor joists is possible and will be addressed after demolition.

ADA improvements include an accessible height lip counter at the snack bar window, new lever latches on the doors, and markings for an accessible parking space. The existing concrete sidewalks have already been remodeled and are up to date for public and employee access.

Proposed exterior work includes in-fill of siding to match at removed bays, painting the exterior doors, and refinishing of the exterior window frames.

PARCEL PIN: 0963 01 0004




**OWNER**  
NOVA Parks  
5400 Ox Road  
Fairfax Station VA 22039  
Project Manager, Jake Bumbrey  
cell 703-966-4756  
jbumbrey@nvrpa.org

Main Street Architecture, P.C.  
24 N. Buckmarsh Street  
Berryville, VA 22611  
540-955-1669  
Fax: 540-955-4614  
EMAIL: [ken@mainstreetarch.com](mailto:ken@mainstreetarch.com)  
CONTACT: Ken Livingston, project manager or  
H. Allen Kitzelman, AIA

FHC Engineering, PC  
4 Weems Lane, Suite 277  
Winchester, VA 22601  
540-662-2939  
EMAIL: [ajohnston@fhcpc.com](mailto:ajohnston@fhcpc.com)  
CONTACT: Alan Johnston, PE

Painter-Lewis, PLC  
817 Cedar Creek Grade, suite 120  
Winchester, VA 22601  
540-662-5792  
Fax: 540-662-5793  
EMAIL: [tgpainter@painterlewis.com](mailto:tgpainter@painterlewis.com)  
CONTACT: Timothy G. Painter, PE

  
H. Allen Kitselman  
c=H. Allen Kitselman,  
o=Main Street Architecture,  
PC,  
email=akitsel@mainstreetarch  
.com, c=US  
2023.01.12 09:51:26 -05'00'



**Fountainhead Park Marina Interior Rehab.**

**PAINTER-LEWIS, P.L.C.**  
 817 Clear Creek Circle, Suite 120  
 Westborough, MA 01581  
 Telephone: (508) 862-2992  
 Faxline: (508) 862-2792  
 E-mail: office@painterlewis.com

**MSA MAIN STREET ARCHITECTURE P.C.**  
 2 N. BLOOMFIELD STREET, BIRTVILLE, VIRGINIA 22111 540.851.1469

DATE \_\_\_\_\_ PERMIT NO. \_\_\_\_\_

DRAWN BY \_\_\_\_\_ CHECKED BY \_\_\_\_\_

SCALE \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

TITLE \_\_\_\_\_

# Fountainhead Park Marina Interior Rehab.

MAIN STREET ARCHITECTURE, P.C.  
24 N. BUCKMARSH STREET BERRYVILLE, VIRGINIA 22611 540.955.1669

**MSA**  
MAIN STREET  
ARCHITECTURE  
PC

1-10-2023 PERMIT	
NAME	
ORGAN	KRL
NO	22041
POST	

TI

CODE SUMMARY

Name of Project: Fountainhead Reg. Park - Marina Building - Interior Rehabilitation Authorized Agent: Kenneth R. Livingston  
Project Address: 10875 Hampton Rd. Fairfax Station VA 22039 Contact Email: ken@mainstreetarch.com  
Telephone: (540) 955-1669 x 211 Fax:

SCOPE OF WORK: THE WORK INCLUDES THE INTERIOR REMODELING AND ALTERATIONS OF THE EXISTING EMPLOYEE OFFICE, MAINTENANCE, AND SNACK BAR STRUCTURE. THE PROPOSED USE IS NOT CHANGED. THERE ARE TWO SEPARATED STRUCTURES ON THE SITE AND THE RESTROOM STRUCTURE IS NOT A PART OF THIS WORK. EXCEPT FOR MODIFICATIONS TO THE EXISTING ELECTRICAL PANELS NECESSARY FOR THE PROPOSED WORK IN THE EMPLOYEE STRUCTURE. THE 2016 ICC EXISTING BUILDING CODE WILL BE USED FOR THIS PROPOSED WORK.

THE PROPOSED INTERIOR WORK FOR THIS PERMIT IS TO MAKE IMPROVEMENTS TO THE WALL, FLOOR, AND CEILING FINISHES. PROVIDE NEW ENERGY EFFICIENT LIGHT FIXTURES, ENLARGE THE OFFICE ROOM. PROVIDE AN EMPLOYEE BREAK AREA, RE-ORGANIZE THE MAINTENANCE AREA, RE-ORGANIZE THE SNACK BAR ROOM. SNACK COUNTER, MINOR MECHANICAL, PLUMBING, AND ELECTRIC WORK IS REQUIRED AND DETAILED.

EXTERIOR WORK INCLUDES RECOVERING THE EXISTING CUSTOMER COUNTERS AND ADDING AN ACCESSIBLE HEIGHT CUSTOMER RETRACTABLE SHELF. INFILL OF EXTERIOR WALLS TO MATCH WHERE OPEN LOUVERS ARE TO BE REMOVED. PAINTING OF EXTERIOR DOORS. RE-STRIPING THE EXISTING PARKING SPACES TO INDICATE A VAN ACCESSIBLE SPACE AND ACCESS ASIDE WITH NEW SIGN FOR THE ACCESSIBLE SPACE.

REPAIRS MAY INCLUDE INSULATION, WOOD FLOOR DECKING, WOOD SOFFIT BENEATH THE FLOOR, INTERIOR FINISHES, EXTERIOR SIDING INFILL.

THE BUILDINGS WERE CONSTRUCTED IN ca. 1973.

THE CURRENT BUSINESS OCCUPANCY IS STRICTLY FOR PARK STAFF MEMBERS AND INCLUDES:  
BUSINESS OFFICE  
SNACK BAR WITH TRANSACTION WINDOW  
STORAGE ROOM  
LINEATED MAINTENANCE ROOM FOR ELECTRIC MOTOR REPAIRS AND BATTERY CHARGING  
PROPOSED NEW AREA FOR STAFF LUNCH COUNTER.

EXISTING BUILDING TYPE IS SB WOOD STRUCTURE ON STEEL FRAME FOUNDATION.

NORMAL OCCUPANCY WILL BE LESS THAN 10 PEOPLE.

EXISTING NEWLY REMODELED AND ACCESSIBLE RESTROOMS FOR STAFF AND THE PUBLIC ARE PROVIDED IN THE SEPARATE STRUCTURE.

Project Coordinator: KENNETH R. LIVINGSTON

DESIGNER	FIRM	NAME	LICENSE #	PHONE #
Architect	Main Street Architecture, PC	H. Allen Katselman, AIA	006642	(540) 955-1669
Structural Engineer	Pauster-Lewis, PLLC	Timothy G. Pauster, PE	018560	(540) 662-5792
Electrical Engineer	PHC Engineering, PC	Alan W. Johnston, PE	0402 023766	(540) 247-2939
Plumbing Engineer	PHC Engineering, PC	Alan W. Johnston, PE	0402 023766	(540) 247-2939
Mechanical Engineer	PHC Engineering, PC	Alan W. Johnston, PE	0402 023766	(540) 247-2939

BUILDING CODE 4 EDITION: 2016 ICC VIRGINIA EXISTING BUILDING CODE, FOR HISTORIC BUILDINGS  
2016 INTERNATIONAL BUILDING CODE PUBLISHED BY INTERNATIONAL CODE COUNCIL (ICC)  
2016 ICC INTERNATIONAL MECHANICAL CODE (IMC)  
2016 ICC INTERNATIONAL PLUMBING CODE (IPC)  
2014 NFPA 70 - NATIONAL ELECTRIC CODE (NEC)  
2016 ICC INTERNATIONAL FUEL GAS CODE (IFGC)  
2016 ICC INTERNATIONAL FIRE CONSERVATION CODE (IECC)  
2010 AMERICANS WITH DISABILITIES ACT  
2009 ICC, AHS A117.1 ACCESSIBILITY CODE AND CHAPTER 11 OF IBC

EXISTING BUILDING DATA:

EXISTING BUILDING IS EQUIVALENT TO TYPE SB COMBUSTIBLE CONSTRUCTION,  
1 STORY ABOVE GRADE, APPROXIMATELY 16 FEET TALL TO THE MEAN OF THE ROOF.  
THE EXISTING STRUCTURES ARE ALL WITHIN THE SAME PROPERTY BOUNDARY LINES.  
CURRENTLY NONSPRINKLERED, WITHOUT FIRE ALARM  
FIRST FLOOR GROSS 5F PER IBC 624 GROSS 5F PER IBC INTERIOR WALL  
ADDITIONS ARE NOT PROPOSED

FIRE SEPARATION:  
THE BUILDING IS NOT SEPARATED BY FIRE RATED CONSTRUCTION

CURRENT OCCUPANCY CLASSIFICATION: BUSINESS WITH STORAGE AND MAINTENANCE ROOMS

EGRESS: ONE EXIT IS REQUIRED (<50 OCC. AND <75' COMMON PATH)  
TWO EXIT DOORS EXIST, FOR EMPLOYEE USE ONLY THE PUBLIC IS NOT ALLOWED INSIDE THE BUSINESS BUILDING.  
ONE EXIT SIGN EXISTS TO REMAIN, EMERGENCY POWER ILLUMINATION IS NOT REQUIRED.

ROOFING IS SHINGLE TO REMAIN.  
EXTERIOR SIDING IS PAINTED WOOD TO REMAIN.  
WINDOWS ARE TO REMAIN

PROPOSED BUILDING DATA:

MAINTAIN HEIGHT AND AREA  
PROPOSED OCCUPANCY CLASSIFICATION:  
MAINTAIN EXISTING USERS AND BUSINESS RELATED OCCUPANCY. PER ROOM OCCUPANCY IS LISTED ON THE PLAN, MAX. OF 10 OCCUPANTS  
ADD HYDROGEN GAS DETECTOR IN THE MAINTENANCE ROOM CONTROLLING A NEW EXHAUST FAN FOR AUTOMATIC EXHAUST OF GAS.  
EXISTING ACCESSIBLE RESTROOMS ARE LOCATED IN ADJACENT BUILDING AND SERVE THE EMPLOYEES AND THE PUBLIC

LEAD-BASED PAINT DISCLOSURE STATEMENT  
A LEAD-BASED PAINT INSPECTION HAS NOT BEEN PERFORMED AT THE WORK AREAS. THE BUILDING WAS CONSTRUCTED IN CA. 1973. IT IS THE CONTRACTORS RESPONSIBILITY TO TEST WORK AREAS AND TO COMPLY WITH ALL VIRGINIA OCCUPATIONAL SAFETY AND HEALTH (VOSH) REGULATIONS AS THEY PERTAIN TO EMPLOYEES EXPOSURES TO LEAD. CONTRACTORS SHALL BE LEAD CERTIFIED AND EMPLOY ALL REQUIRED NOTIFICATIONS AND SAFEGUARDS (EPA) IN WORKING WITH LEAD-BASED PAINT. ALL LEAD AND LEAD-COATED BUILDING COMPONENTS SHALL BE RECYCLED TO THE MAXIMUM EXTENT POSSIBLE.

CONTRACTOR SHALL MAINTAIN A COPY OF THE FOLLOWING DOCUMENTS AT THE JOB SITE, VLBSC 201.5, VIRGINIA STATE FIRE PREVENTION CODE AND NFPA 241


EXISTING BUILDING CODE

APPLICABLE CODE: 2016 EXISTING BUILDING CODE  
CHAPTER 3 GENERAL PROVISIONS  
302.3 SMOKE DETECTORS ARE NOT REQUIRED.  
303 FIRE ESCAPES ARE NOT PROPOSED.  
304 WINDOW REPLACEMENT AND GLASS WORK IS NOT PROPOSED.  
CHAPTER 4 ACCESSIBILITY  
402 CHANGE OF OCCUPANCY IS NOT PROPOSED  
403 ADDITIONS ARE NOT PROPOSED  
404.1 PROPOSED ALTERATIONS WILL MAKE THE BUILDING MORE ACCESSIBLE AND INCLUDE WIDENING OF OPENINGS BETWEEN ROOMS AND DOORS. ACCESSIBLE HEIGHT LUNCH COUNTER FOR STAFF, RETRACTABLE COUNTER FOR CUSTOMERS AT THE TRANSACTION WINDOW. DESIGNATING AN ACCESSIBLE PARKING SPACE WILL BE ADDRESSED. THESE IMPROVEMENTS WILL BRING THE FACILITY INTO GENERAL COMPLIANCE AND ARE A PART OF THE 20% RULE FOR ACCESSIBILITY IMPROVEMENTS WHEN REMODELING CHANGES ARE PROPOSED. ADA RESTROOMS FOR STAFF AND THE PUBLIC ARE EXISTING.  
405 THIS IS NOT A HISTORIC PROPERTY.  
CHAPTER 6 ALTERATIONS  
601.2 LEVEL 2 ALTERATIONS APPLY.  
601.3 FLOOR HAZARD AREAS: THE PROPOSED WORK FLOOR LEVEL IS NOT LOCATED IN THE FLOOR ZONE.  
601.4 ENERGY CONSERVATION: INSULATION REPAIRS WILL BE MADE WITHIN THE WORK AREAS. INSULATION IN THE ATTIC / CEILING WILL BE REPAIRED AND INCREASED TO R-30. INSULATION IN THE EXTERIOR WALLS WILL BE REPAIRED AS REQUIRED IN THE WORK AREAS. DAMAGED FLOOR INSULATION WILL BE REPLACED AS FOUND.  
601.4.4 FENESTRATION: EXISTING WINDOWS ARE TO REMAIN. TWO WALL LOUVERS ARE PROPOSED TO BE REMOVED AND THE WALL FINISH FILLED IN AND INSULATED TO MATCH.  
601.4.5 EXISTING ROOF WILL REMAIN.  
601.4.6 LIGHTING: PROPOSED REPLACEMENT LIGHTING WILL BE MODERN I.E.D. U.L. APPROVED AND BE ENERGY EFFICIENT.  
601.4.7 DUCTS: UNUSED HVAC DUCTS ARE PROPOSED TO BE REMOVED.  
LEVEL 1 ALTERATIONS  
602.2 THE PROPOSED WORK WILL MAINTAIN THE LEVELS OF FIRE PROTECTION AND EGRESS.  
602.3.1 BUILDING ELEMENTS AND MATERIALS: INTERIOR FINISH AND TRIM SHALL COMPLY WITH CHAPTER 8 OF THE VCC.  
USE GROUP B WALL AND CEILING FINISH FOR NONSPRINKLERED BUILDING. INT. EXIT WAYS TYPE A. CORRIDORS TYPE B. ROOMS TYPE C.  
602.3.2 NEW MATERIALS AND METHODS FOR ENERGY CONSERVATION, MECHANICAL, AND PLUMBING SHALL COMPLY WITH THE VCC.  
602.3.2.2 STRUCTURAL AND PROPOSED LOADS: STRUCTURAL ENGINEERING EVALUATION HAS BEEN DONE FOR EXISTING FLOOR FRAMING AND BATTERY COUNTERS WITH IMPROVEMENTS AND MODIFICATIONS DETAILED.  
602.3.3 GAS FUEL WORK: NON PROPOSED.  
LEVEL 2 ALTERATIONS  
603.1 LEVEL 2 ALTERATIONS, INTERIOR WALLS AND DOORS, NOT AFFECTING EXISTING EGRESS.  
603.3 COMPLIANCE: ALL NEW CONSTRUCTION ELEMENTS, COMPONENTS, SYSTEMS, AND SPACES SHALL COMPLY WITH THE REQUIREMENTS OF THE VCC.  
603.4 THE BUILDING WILL REMAIN NONSPRINKLERED.  
603.5 MECHANICAL: EXHAUST FAN AND INTAKE LOUVER IS PROPOSED IN THE BATTERY CHARGING ROOM, ACTIVATED BY HYDROGEN GAS DETECTOR.  
603.6 PLUMBING: PROPOSED PLUMBING WILL COMPLY PER THE VCC CODE.  
603.7 STRUCTURAL: EXISTING STRUCTURAL MEMBERS AND PROPOSED NEW BATTERY CHARGING COUNTER INSTALLATIONS HAVE BEEN EVALUATED PER THE CODE AND REQUIRED MODIFICATIONS AND/OR IMPROVEMENTS HAVE BEEN INCORPORATED INTO THE DRAWING DETAILS. SPECIFICALLY THE COUNTERS THAT WILL SUPPORT THE BATTERIES WILL SUPPORT 4,250 lbs IN AN AREA OF 39 sq ft = 108 lb/sq ft AND WILL DISTRIBUTE THAT LOAD ACROSS THE EXISTING FLOOR STRUCTURE. THAT ROOM FLOOR STRUCTURE HAS BEEN CALCULATED TO SUPPORT 1,250 psf w/ the ADDITIONAL FLOOR JOISTS AS NOTED BELOW THE SHORT LENGTH OF COUNTER.  
CHAPTER 7 CHANGE OF OCCUPANCY: NOT PROPOSED

CHAPTER 8 ADDITIONS: NOT PROPOSED

NOT BUILDING IS NOT BEING MOVED

BUILDING PLAN REVIEW COVER SHEET  
LAND DEVELOPMENT SERVICES - BUILDING DIVISION

COMMERCIAL	DESIGNER INFORMATION	GENERAL NOTES	
<b>Project name:</b> Fountainhead Park Marina Bldg. Int. Rehab. <b>Project address:</b> 10875 Hampton Rd. Fairfax Station VA 22039 <b>Floor(s):</b> 1 <b>Sublet(s):</b> NA <b>Work Description:</b> Interior alterations remodeling with finishes, electric, plumbing, HVAC and intake louver and seal relocation. <b>Site-related plan #:</b> NA <b>Applicable code:</b> edition year: 2018 <input type="checkbox"/> Virginia Construction Code (new commercial, multi-family and R-3 residential construction) <input type="checkbox"/> New Building <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Virginia Existing Building Code (existing commercial, multi-family and R-3 residential construction) <input type="checkbox"/> Level 1 Alteration <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Level 2 Alteration <input type="checkbox"/> Change of occupancy <input type="checkbox"/> Level 3 Alteration <input type="checkbox"/> Moved building <input type="checkbox"/> Historic building <input type="checkbox"/> Addition <input type="checkbox"/> Virginia Residential Code (new and alterations to existing R-5 residential construction) <input type="checkbox"/> Green Building if yes, specify below criteria -None <b>Conditions:</b> list below building-related proffers, development conditions, special permits, variances <b>Conditions:</b> 1) _____ 2) _____ 3) _____ Zoning application #: _____ <b>Department of Code Compliance case:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No; if yes, Case number: _____ <b>RESIDENTIAL</b> <b>Occupancy/Group:</b> <input type="checkbox"/> R-5 <input type="checkbox"/> R-3 <b>Building height:</b> _____ (feet) <b>Floor or roof trusses:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Maneuverable model name:</b> _____ <b>Utility company easements on site:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Problem solved:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No; if yes, submit work report <b>Adorable dwelling units required:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>New transmission class required:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Sound compliance (chase design alternative):</b> <input type="checkbox"/> Prescriptive <input type="checkbox"/> Per REScheck (output must be provided)	<b>Occupancy/Group(s):</b> Existing, assumed business <b>Type(s) of construction:</b> SB <b>Number of stories:</b> 1 <b>High rise:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Unimproved area building:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Number of Type A dwelling units (multi-family):</b> NA <b>Critical structure:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; if yes, attach the Statement of Special Inspections <b>For tenant alteration and change of use:</b> <b>Purpose of space:</b> Office, business and maintenance <b>Gross area per floor:</b> 624 (square feet) <b>Area of work:</b> 624 (square feet) <b>Gross area of tenant space:</b> NA (square feet) <b>Base building design code/year:</b> 1973 <b>Fire protection:</b> <b>Sprinklers:</b> <input type="checkbox"/> Full <input type="checkbox"/> Partial <input checked="" type="checkbox"/> None <b>Fire alarm system:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Approved central station:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Standpipes:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Hazardous materials:</b> <input type="checkbox"/> Combustible liquid <input type="checkbox"/> Flammable liquid <input checked="" type="checkbox"/> Other: lead acid batteries for boat rentals <b>High pile storage installed:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Fire resistance ratings:</b> (provide design numbers, description item number or calculated code section) <b>Floor/ceiling:</b> 0 <b>Roof/ceiling:</b> 0 <b>Columns:</b> 0 <b>Beams:</b> 0 <b>Corridors:</b> 0 <b>Tenant walls:</b> 0 <b>Accessibility per ICC/ANSI A117.1:</b> (choose one) <input type="checkbox"/> Fully compliant (accessible route to primary function areas, including restrooms and drinking fountain) <input type="checkbox"/> Technically infeasible (future count cannot be reduced; family/accessible restroom is provided) <b>Upgrades required (up to 20% of cost of alterations):</b> <b>Cost of alterations:</b> \$ 200,000 <b>Cost of upgrades:</b> \$ 2000 <b>Upgrades provided:</b> wider walk openings, mark parking spaces in existing lot, add customer check-writing counter <b>Electrical/Energy compliance:</b> (chase design alternative) <input checked="" type="checkbox"/> ANSI/ASHRAE/IESNA Standard 90.1 <input checked="" type="checkbox"/> Virginia Energy Conservation Code	<b>Design Information</b> Signed and sealed drawings by a Virginia-licensed registered design professional (RDP) may be required by the Virginia Department of Professional and Occupational Regulation. Learn more by searching for "sealed drawings" on <a href="#">fdof.com/vgsoi.gov</a> . <b>RDP signature and seal required:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; if yes, signature and seal are provided: <input type="checkbox"/> On each sheet <input checked="" type="checkbox"/> With table of contents (permissible with plans only) <i>* Signature must be original on paper-submitted plans and electronically protected in plan.</i> <b>Designer information (complete for all applicable trades)</b> <b>Building:</b> Name: H. Allen Katselman, AIA Occupation (if not an RDP): Telephone: 540-955-1669 Email: akats@mainstreetarch.com License number: 006402 <b>Structural:</b> Name: Timothy G. Pauster, PE Telephone: 540-662-5792 Email: tpauster@pausterlewis.com License number: 018060 <b>Mechanical:</b> Name: Alan W. Johnston, PE Telephone: 540-247-2939 Email: ajohnston@phcpc.com License number: 0402 023766 <b>Electrical:</b> Name: Alan W. Johnston, PE Telephone: 540-247-2939 Email: ajohnston@phcpc.com License number: 0402 023766 <b>Plumbing:</b> Name: Alan W. Johnston, PE Telephone: 540-247-2939 Email: ajohnston@phcpc.com License number: 0402 023766 <b>Drawings MISSING REQUIRED SEALS OR DONOT HAVE SEALS OR ELECTRONICALLY PROTECTED SIGNATURES WILL NOT BE ACCEPTED DURING PERMIT APPLICATION.</b>	 ➤ Failure to fully complete the applicable fields in this cover sheet may result in a failed plan review and subsequent delay in permit issuance. ➤ This cover sheet must be submitted on 11x17 paper, eplan or incorporated in the building drawings. ➤ Accessibility and energy conservation sections of this cover sheet are certifications endorsed by the applicable designer. Inaccuracies found during plan review must be corrected prior to permit issuance. Inaccuracy found in the field must be corrected prior to subsequent inspections. ➤ Once approved, building drawings are subject to any corrections noted therein. Permit issuance does not waive any code requirements not identified during plan review and does not prevent county inspectors from requiring corrections in the field or plan revisions. ➤ No changes shall be made to the approved drawings without prior county approval. ➤ Residential drawings are not reviewed for mechanical, electrical and plumbing systems. Compliance is evaluated during inspections. ➤ Trust shop drawings must be reviewed and approved by the county prior to erection. ➤ No inspections will be made unless a printed set of approved drawings, including this cover sheet, are on the job site and available to the inspector. ➤ Call Miss Utility at 813, TTY 711 before you dig. ➤ Occupancy is not permitted until a final inspection has been approved and, when applicable, a Certificate of Occupancy is issued.



REVISIONS	BY

Fountainhead Park Marina Interior Rehab.

MAIN STREET ARCHITECTURE, P.C.  
2116 BLACKWATER STREET, BRISTOL, VIRGINIA 22111 540.955.1669



DATE:	1-10-2023 PERMIT
DATE:	
DATE:	KRL
DATE:	22041
DATE:	

T3



[illegible]

- A. Refer to drawings for basis-of-design. Color to be selected.
- B. Prepare and inspect appropriate substrates to accept the new flooring.
- C. Provide leveling and patching compounds to fill cracks, holes, depressions and protrusions in substrates.
- D. Provide full spread low V.O.C. recommended and approved adhesives.
- E. Install per manufacturer's written instructions.
- F. Clean per manufacturer's written instructions. Instruct Owner on cleaning and maintenance procedures.
- G. Leave extra materials with the Owner.





REVISIONS	BY



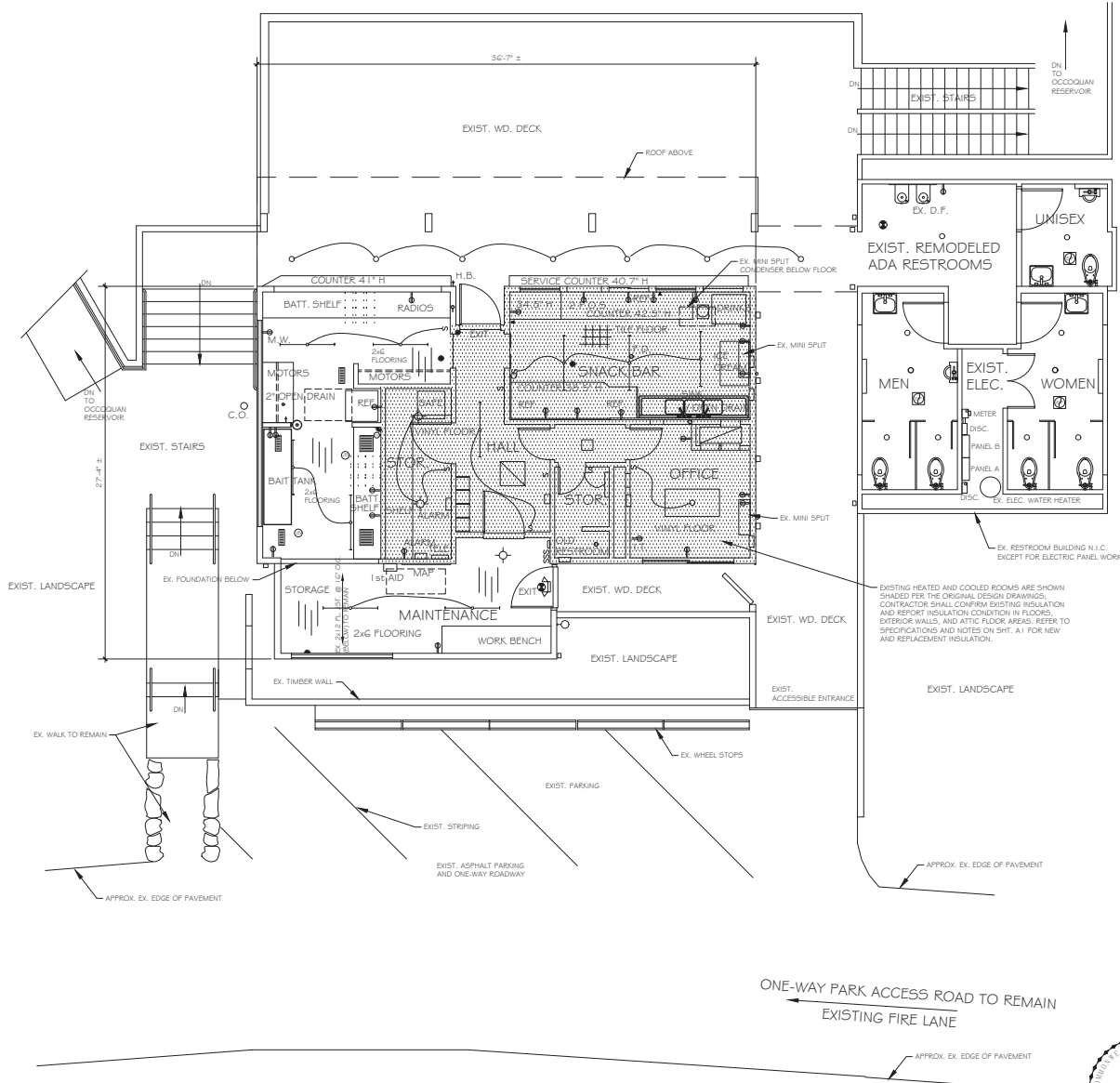
# Fountainhead Park Marina Interior Rehab.

MAIN STREET ARCHITECTURE, P.C.  
24 N. BLACKMARSH STREET, BRISTOL, VIRGINIA 22111 540.953.1609



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DES	22041
PROJECT	

EXI



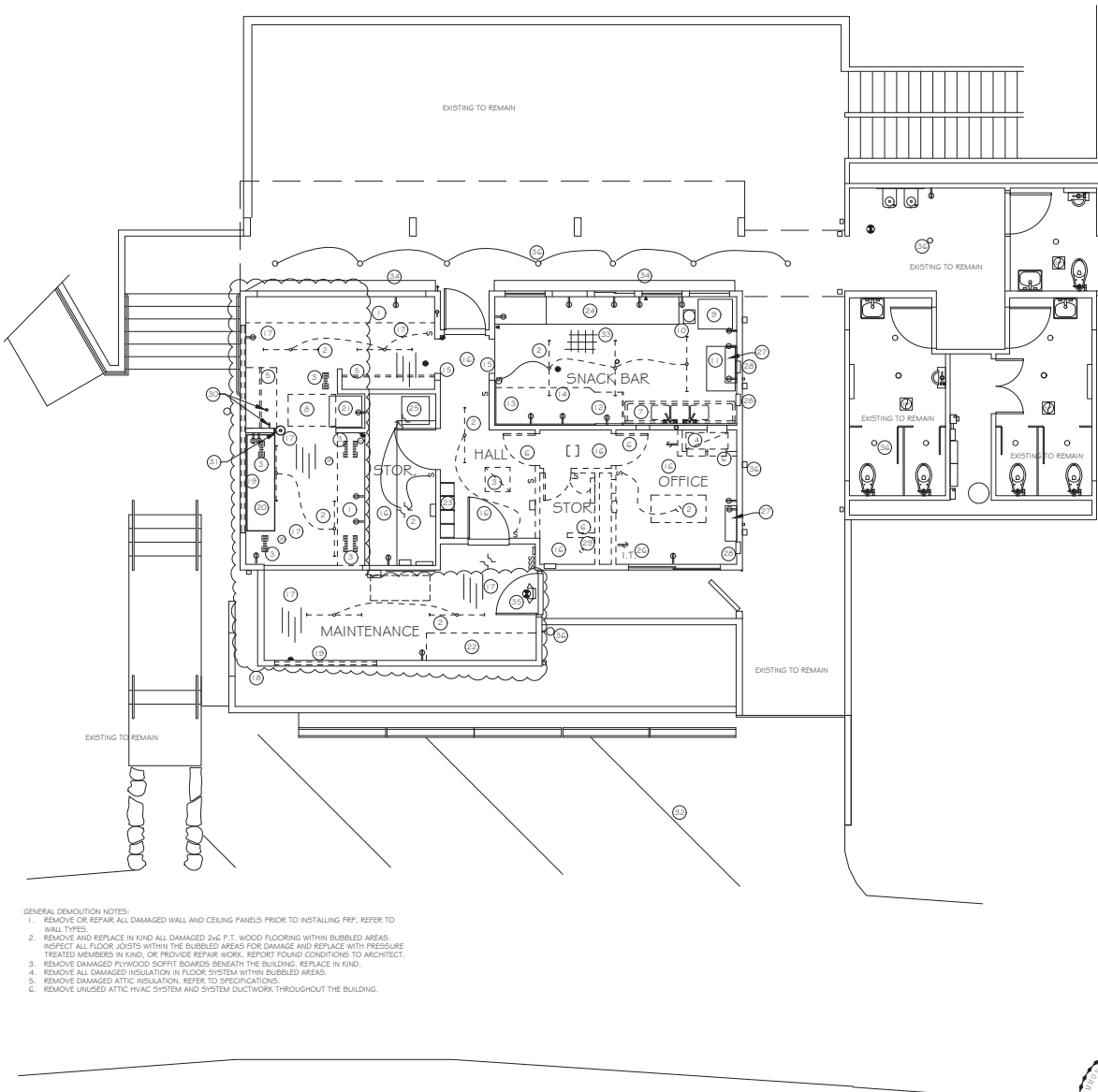
**EXIST. CONDITIONS FLOOR PLAN**  
BUSINESS STRUCTURE 824 GROSS SF PER IBC



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LEGEND

- 1 REMOVE WOOD SHELF  
2 REMOVE LIGHT FIXTURES, TYP. AT INTERIOR ROOMS  
3 REMOVE HVAC DIFFUSER AND ATTIC DUCTWORK, PATCH CEILING  
4 REMOVE UNUSED ATTIC HVAC SYSTEM AND SYSTEM DUCTWORK THROUGHOUT.  
5 REMOVE WOOD RACK  
6 REMOVE WALLS AND DOORS AND ELECTRIC  
7 REMOVE 3-BOWL SINK  
8 REMOVE ATTIC HATCH AND PATCH CEILING  
9 RELOCATE DRINKS COOLER  
10 RELOCATE BOTTLE WATER DISPENSER  
11 RELOCATE ICE CREAM FREEZER  
12 REMOVE SMALLER FREEZER, COORD. w/ OWNER FOR STORAGE.  
13 LARGE FREEZER TO REMAIN  
14 REPLACE AND LENGTHEN COUNTER SEE DET. 3/A3.1  
15 WIDEN CASED OPENING TO 33-36" WIDE  
16 REMOVE FINISH FLOORING  
17 REPAIR/ REPLACE DAMAGED WOOD 2x6 FLOORING w/ P.T. WOOD  
18 INSPECT AND REPORT TO OWNER CONDITION OF FLOOR JOISTS AND STRUCTURE WITHIN BUBBLED AREAS. REMOVE WET AND DAMAGED PLYWOOD SOFFIT BELOW THE FLOOR IN THESE AREAS. REMOVE DAMAGED INSULATION IN THESE AREAS. REPLACE PLYWOOD SOFFIT AT AREA WITH ADDITIONAL FLOOR JOIST INSTALLATION.  
19 REMOVE WALL LOUVER AND TRIM. INFILL WALL TO MATCH EXISTING.  
20 RELOCATE BAIT WATER TANK, BY CONTRACTOR  
21 OWNER BAIT REFRIGERATOR TO REMAIN  
22 REMOVE WORK BENCH  
23 CLBBY SHELVES TO REMAIN  
24 COUNTER TO REMAIN  
25 SAFE, TO REMAIN  
26 RELOCATE I.T. CABLE SERVICE FROM ATTIC, BY OWNER  
27 HVAC UNIT TO REMAIN  
28 REMOVE WALL HEATER, PATCH WALL TO MATCH  
29 REMOVE CAP WATER SEWER PIPES  
30 RELOCATE WATER AND SEWER PIPES FOR NEW BAIT TANK LOCATION  
31 RELOCATE EYE WASH SINK AND WATER LINE  
32 RE-STRIPE PARKING LINES SEE SHT. A1.0  
33 EX. QUARRY TILE FLOOR. REMOVE WALL BASE AND PREP. FOR NEW VINYL OVERLAY  
34 EX. WALL COUNTERS. REPAIR AND OVERLAY w/ NEW PLAS. LAM.  
35 EX. EXIT SIGN AND EMERG. LIGHTS TO REMAIN  
36 EX. LIGHTS TO REMAIN



GENERAL DEMOLITION NOTES:  
1. REMOVE OR REPAIR ALL DAMAGED WALL AND CEILING PANELS PRIOR TO INSTALLING FRP, REFER TO WALL TYPES.  
2. REMOVE AND REPLACE IN KIND ALL DAMAGED 2x6 P.T. WOOD FLOORING WITHIN BUBBLED AREAS.  
3. INSPECT ALL FLOOR JOISTS WITHIN THE BUBBLED AREAS FOR DAMAGE AND REPLACE WITH PRESSURE TREATED MEMBERS IN KIND, OR PROVIDE REPAIR WORK. REPORT FOUND CONDITIONS TO ARCHITECT.  
4. REMOVE DAMAGED PLYWOOD SOFFIT BOARDS BENEATH THE BUILDING. REPLACE IN KIND.  
5. REMOVE ALL DAMAGED INSULATION IN FLOOR SYSTEM WITHIN BUBBLED AREAS.  
6. REMOVE DAMAGED ATTIC INSULATION. REFER TO SPECIFICATIONS.  
7. REMOVE UNUSED ATTIC HVAC SYSTEM AND SYSTEM DUCTWORK THROUGHOUT THE BUILDING.

1 EXIST. FLOOR PLAN - DEMOLITION

1/4" = 1'-0"



Fountainhead Park Marina Interior Rehab.

MAIN STREET ARCHITECTURE, P.C.  
24 N. BACKLICK STREET, BRISTOL, VIRGINIA 22111-1405



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22041

EX2



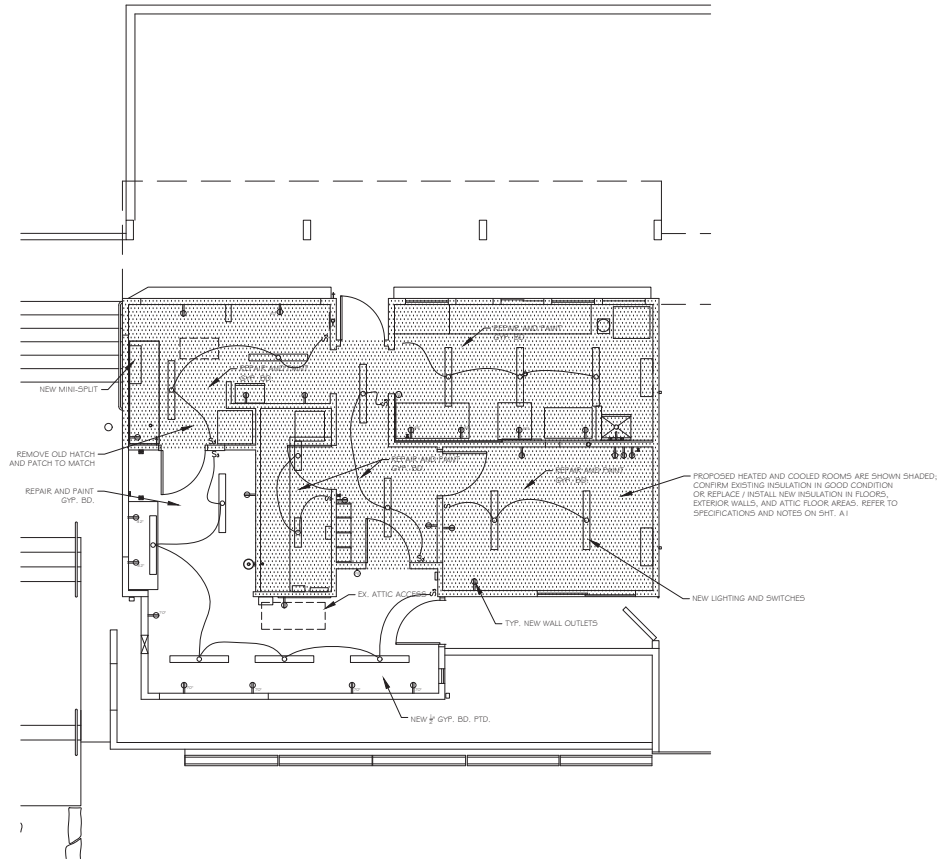


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## ELECTRICAL SYMBOLS

- SINGLE POLE SWITCH w/ OCC. SENSOR @ 48" AFF
- SINGLE POLE SWITCH @ 48" AFF
- 3-WAY SWITCH @ 48" AFF
- 4-WAY SWITCH @ 48" AFF
- SWITCH AND PUSH BUTTON VARIABLE TIMER @ 48" AFF
- DIMMER SLIDE SWITCH @ 48" AFF
- DUPLEX RECEPTACLE OUTLET INSTALLED IN BASEBOARD UNLESS NOTED
- DUPLEX RECEPTACLE OUTLET SPLIT WIRED
- WATERPROOF DUPLEX RECEPTACLE OUTLET
- GROUND FAULT PROTECTED DUPLEX RECEPTACLE OUTLETS PER CODE
- QUADRUPLX RECEPTACLE OUTLET
- 220 VOLT OUTLET
- RECEPTACLE AND SWITCH
- TELEPHONE/ DATA OUTLET
- SMOKES/ CARBON MONOXIDE COMBO DETECTOR WIRED TOGETHER AND INTO OWNERS ALARM SYSTEM
- CEILING LIGHT FIXTURE
- STRIP LIGHT FIXTURE
- SURFACE MOUNTED LIGHT FIXTURE
- SURFACE MOUNTED PULL SWITCH CEILING LIGHT
- WALL MOUNTED LIGHT FIXTURE
- ROUND DOWNLIGHT

- TRACK LIGHTING OR LOW-VOLTAGE FIXTURE
- VAPOR PROOF RECESSED CEILING LIGHT
- RECESSED LIGHT AND EXHAUST FAN VENTED TO EXTERIOR w/ ADJUST. AUTO. OFF TIMER ON FAN
- LED EXIT LIGHT w/ BATTERY BACKUP
- WALL MOUNTED EMERGENCY LIGHT PACK w/ BATTERY BACKUP
- FIRE EXTINGUISHER ON WALL HOOK
- FIRE ALARM CONTROL PANEL
- FIRE ALARM PULL STATION
- FIRE ALARM INDICATING DEVICE, STROBE
- FIRE ALARM HEAT DETECTOR
- FIRE ALARM HORN
- HVAC THERMOSTAT
- HVAC REMOTE THERMOSTAT
- SECURITY CAMERA
- MOTION DETECTOR



**REFLECTED CEILING PLAN**  
A1.1 REFER TO ELECTRIC DRAWINGS 1/4" = 1'-0"

NOTE: REFER TO SHT. A2.0 FINISH SCHEDULE MATERIALS NOTES FOR BASIS-OF-DISIGN MATERIALS NOTED HERE.



**Fountainhead Park Marina Interior Rehab.**

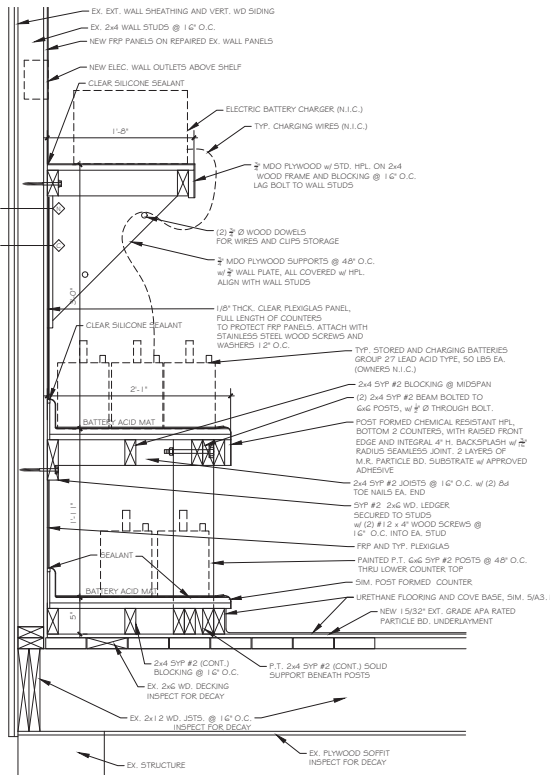
MAIN STREET ARCHITECTURE, P.C.  
24 N. BACKLICK STREET, BRISTOL, VIRGINIA 22111 540.953.1600



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DES: 22041  
PROJECT:

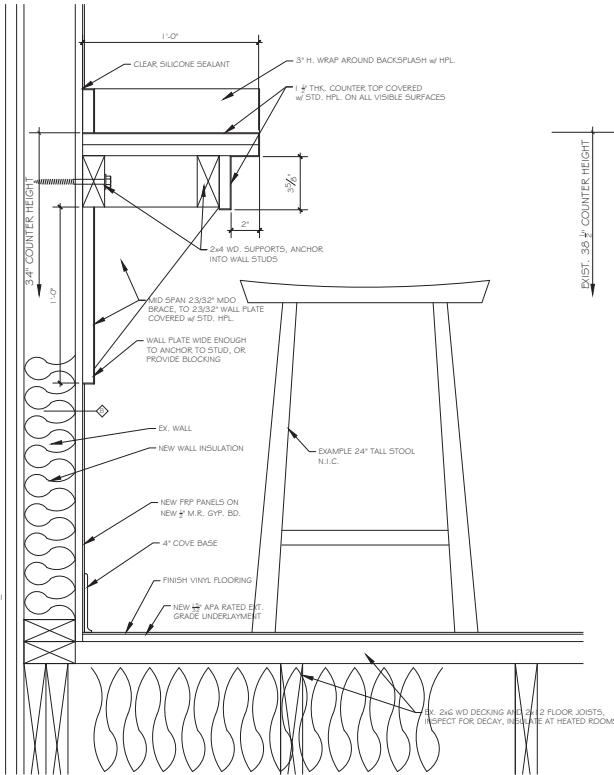
**A1.1**





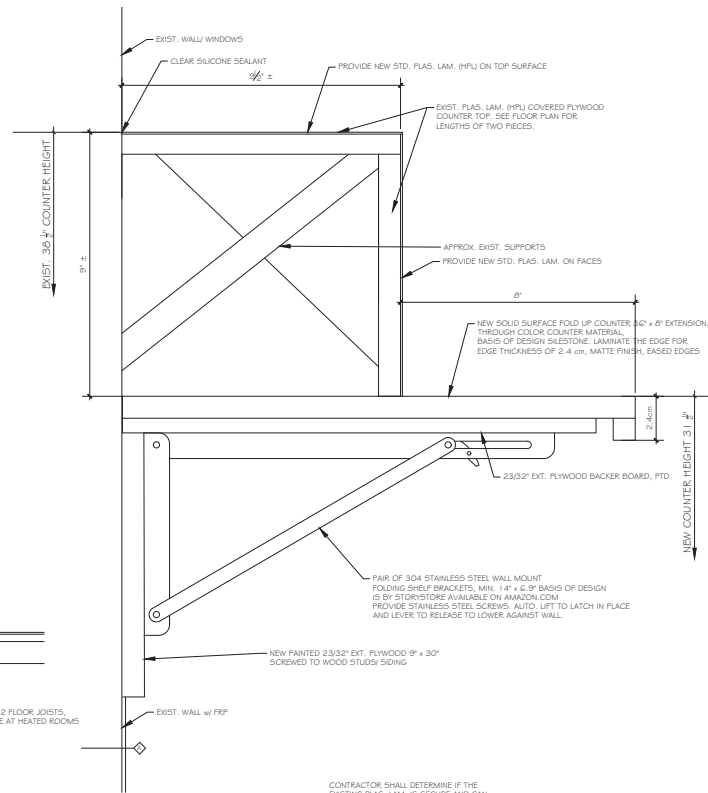
APPLY HPL TO SMOOTH SUBSTRATE, EXT. MOO, M.R. PARTICLE BD. OR EXT. APA GRADE PLYWOOD VENEER A GRADE FACE, MATTE FINISH STANDARD SOLID COLOR SELECTION, STANDARD EDGE COMMERCIAL GRADE. USE APPROVED ADHESIVES FOR THE SUBSTRATE USED. EASE SHARP EDGES.  
REFER TO FINISH SCHED. MATERIAL SPECS FOR BATTERY ACID MAT ON SHT. A2  
REFER TO SPECIFICATIONS - ALTERNATES #1 AND #2. FOR OWNER OPTIONS FOR BATTERY SHELF FINISHES.

3 NEW BATTERY COUNTERS  
1 1/2" = 1'-0"



APPLY HPL TO SMOOTH SUBSTRATE, EXT. MOO, M.R. PARTICLE BD. OR EXT. APA GRADE PLYWOOD VENEER A GRADE FACE, MATTE FINISH STANDARD SOLID COLOR SELECTION, STANDARD EDGE COMMERCIAL GRADE. USE APPROVED ADHESIVES FOR THE SUBSTRATE USED. EASE SHARP EDGES.

2 NEW LUNCH COUNTER  
3" = 1'-0"



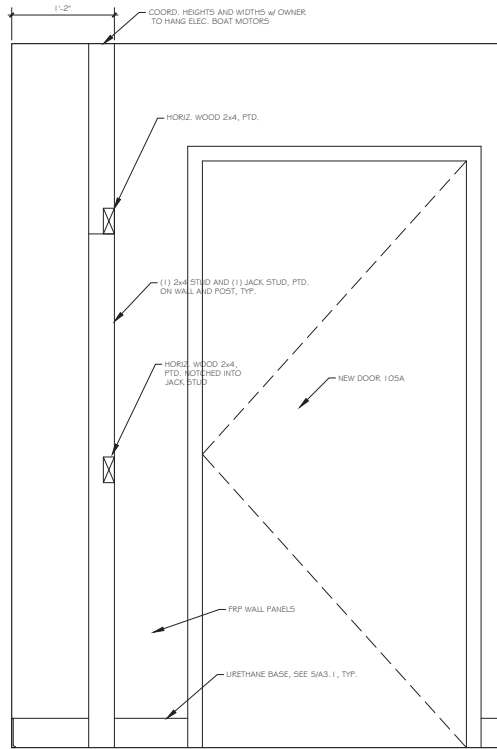
CONTRACTOR SHALL DETERMINE IF THE EXISTING PLAS. LAM. IS SECURE AND CAN STAY IN PLACE WITH NEW PLAS. LAM. APPLIED OVER TOP. OR IF THE EXISTING LAMINATE WILL NEED TO BE REMOVED AND THE SUBSURFACE PREPARED FOR THE NEW PLAS. LAM. (HPL) BASIS OF DESIGN BY FORMICA, WILSONART, NEVAMARK, ETC. MATTE FINISH STANDARD SOLID COLOR SELECTION, STANDARD EDGE COMMERCIAL GRADE. USE APPROVED ADHESIVES FOR THE SUBSTRATE USED.

1 ACCESSIBLE CUSTOMER COUNTER  
6" = 1'-0"

NOTE: REFER TO SHT. A2.0 FINISH SCHEDULE MATERIALS NOTES FOR BASIS-OF-DESIGN MATERIALS NOTED HERE.

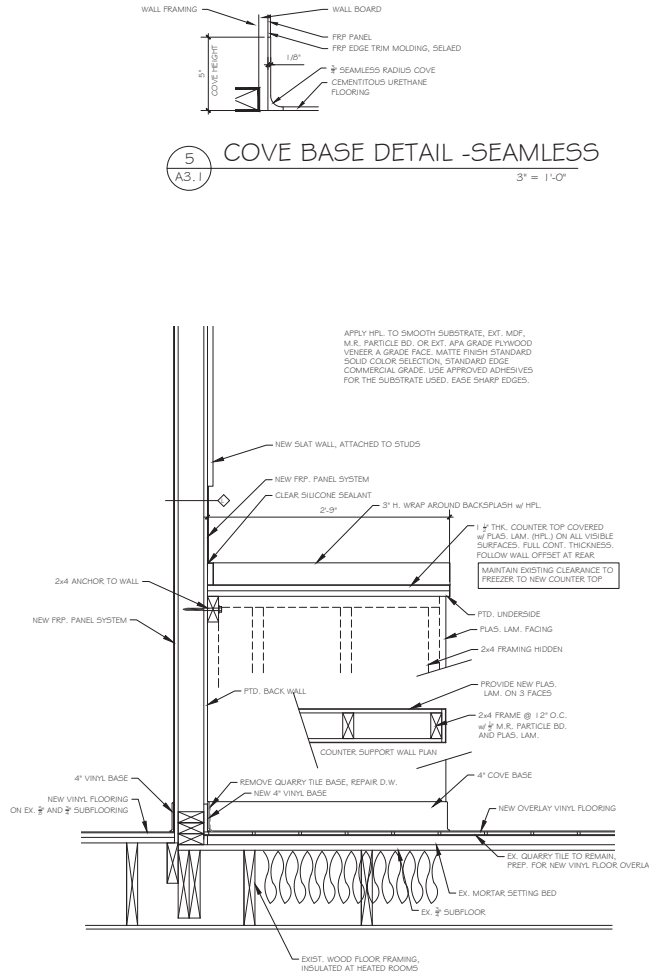


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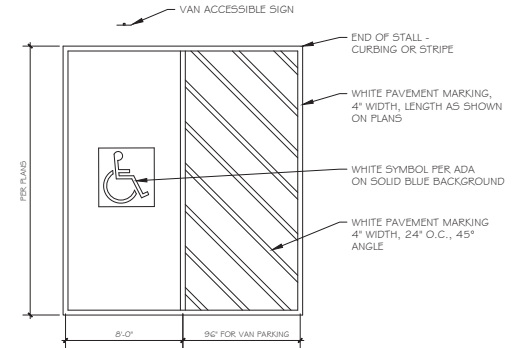


4 BOAT MOTOR RACK DETAIL  
A3.1 1/2" = 1'-0"

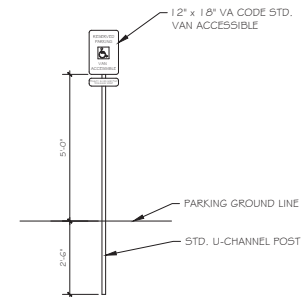
NOTE: REFER TO SHT. A2.0 FINISH SCHEDULE MATERIALS NOTES FOR BASIS-OF-DESIGN MATERIALS NOTED HERE.



3 SNACK BAR BACK COUNTER  
A3.1 1/2" = 1'-0"



NOTES:  
ALL CONSTRUCTION SHALL CONFORM TO THE ADA ACCESSIBILITY CODE AND VIRGINIA CODE AMENDMENTS AND GUIDELINES FOR BUILDINGS AND FACILITIES.  
PAINT: NON-REFLECTORIZED, ACRYLIC LATEX TYPE 4420X TRAFFIC MARKING PAINT BY DEVCO, LOUISVILLE, KY, OR EQUAL.  
SIGNS MAY BE PLACED ON BUILDINGS WITH APPROVAL FROM THE BUILDING OFFICIAL.  
REFER TO THE SITE PLAN FOR THE PROPOSED LAYOUT AND ORIENTATION OF THE ACCESSIBLE PARKING AREAS.



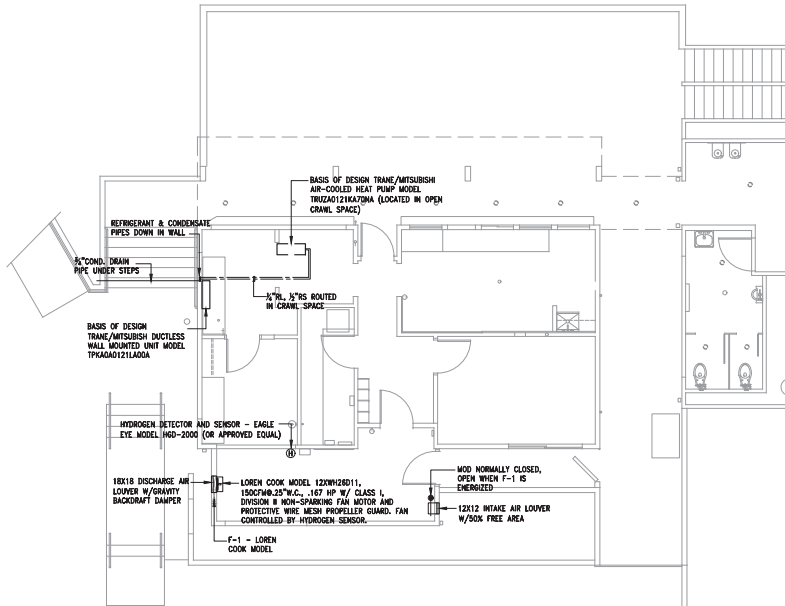
Fountainhead Park Marina Interior Rehab.

MAIN STREET ARCHITECTURE, P.C.  
2418 BACKLASH STREET, BIRKBECK, VIRGINIA 22011-1405



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DESIGNED  
22041  
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A3.1



**FLOOR PLAN**  
SCALE: 3/16"=1'-0"

## MECHANICAL SPECIFICATIONS

- GENERAL**
- A. DESCRIPTION OF THE WORK - The scope of work indicated on these drawings shall include fully functioning mechanical systems, installed, tested, balanced and ready for use. Provide all items necessary to complete the systems. Examine the drawings of other trades (including but not limited to architectural, structural, electrical, plumbing, etc.) to become familiar with all aspects of those designs. Coordinate work with that to be performed by others, and that affecting mechanical systems, to determine the extent of mechanical work required. It shall be the responsibility of the mechanical sub-contractor to obtain all drawings of all trades.
- CODES AND STANDARDS**
- A. Provide work conforming in all respects to the latest applicable codes of the Authority Having Jurisdiction and all applicable rules, regulations, laws and ordinances of Local Authorities. Install all equipment in compliance with accepted industry standards and manufacturer's recommendations.
- B. The referenced codes shall include any state, federal, or local codes, standards, information bulletins and any other changes and additions effective prior to the permit issue date by adoption of the local Authority Having Jurisdiction.
- C. Make any and all modifications required by the Authorities Having Jurisdiction without additional charge to the Owner.
- D. Where alterations to and/or deviations from the Contract Documents are required by the Authorities, report the requirements to the Architect and secure approval before starting the alterations.
- E. All work shall comply with the following codes:
- 2018 Virginia Construction Code (ICC) | USBC, Part 1
  - 2018 Virginia Energy Conservation Code (e/ASHRAE 90.1 - 2004)
  - 2018 Virginia Mechanical Code (VMC)
  - 2018 Virginia Plumbing Code (VPC)
  - 2018 Virginia Fire Code (VFC)
  - 2017 National Electric Code
  - 2018 Virginia Existing Building Code (EBC) | USBC, Part 1
  - 2018 Virginia Fire Code (VFC)
- F. All work shall comply with the following standards:
- American Society of Mechanical Engineers (ASME).
  - Air Conditioning and Refrigeration Institute (ARI).
  - American National Standards Institute (ANSI).
  - American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE).
  - American Society of Testing and Materials (ASTM).
  - National Fire Protection Association (NFPA).
  - Air Conditioning and Refrigeration Association (ACRA).
  - Underwriters Laboratories (UL).
  - National Electrical Manufacturers Association (NEMA).
  - Sheet Metal and Air Conditioning Contractors' National Association "Duct Construction Standards" (SMACNA).
  - Manufacturer's Standardization Society of the Valves and Fittings Industry, Inc. (MSS).
  - Associated Air Balance Council (AABC).
  - National Environmental Balancing Bureau (NEBB).
- PERMITS**
- A. Obtain and pay for all permits, licenses and inspection certificates required for all work in accordance with the provisions of the Contract Documents.
- WARRANTY**
- A. Guarantee in form satisfactory to the Owner, that all Work installed is free from defects in workmanship and/or materials. Guarantee that all equipment will develop capacities and characteristics specified for a period of one year, to include one full heating and one full cooling season, from the date of final acceptance by the Owner or certification of substantial completion, whichever occurs later.
- B. During the guarantee period, remedy, without cost to the Owner, defective workmanship, materials, and equipment performance. Remedial work shall be completed within a reasonable time specified by the Owner. In default thereof, the Owner may have such work done and charge all costs to the Contractor.
- COMPLETE PERFORMANCE OF WORK**
- A. Execute work in strict accordance with the best practice of the trades in a thorough, substantial, workmanlike manner by competent workmen.
- B. Provide labor, materials, equipment, and supplies essential to the complete functioning of the systems described and indicated, or which may be reasonably implied as essential whether mentioned in the Contract Documents or not.
- C. In case of doubt as to the Work intended, or in the event of need for explanation thereof, request supplementary instructions from the Architect.
- COORDINATION WITH OTHER TRADES**
- A. Coordinate efforts of all trades. Where the work of various trades will be installed in close proximity to one another, or where the work of one trade will interfere with work of other trades, assist in working out space conditions to make a satisfactory adjustment. If one trade installs his work before coordinating with work of other trades, make necessary changes to correct the condition without extra charge.
- DEFINITIONS**
- A. These drawings are diagrammatic and indicate the general location of systems and components. Provide all items necessary for a properly working system at no additional cost, even if not specifically shown or mentioned on the drawings.
- SUBMITTALS**
- A. After the Contract is awarded, but prior to proceeding with the Work, obtain complete submittals from the manufacturers, suppliers, vendors, subcontractors, for all materials and equipment shown or specified on these drawings and submit data and details of such materials and equipment to the Architect and Engineer.
- B. Prior to forwarding submittals to the Architect and Engineer, review and verify that the equipment, materials, methods, etc. represented by the submittals are in compliance with the Contract Documents.
- C. Check all materials and equipment after their arrival on the job site and verify their compliance with the Contract Documents.
- D. Approval of product data shall not relieve the Contractor of the responsibility for errors that may be contained therein, or for deviations from requirements in the Contract Documents. It shall be clearly understood that the Architect or Engineer's sealing some errors but overlooking others does not grant the Contractor permission to proceed in error. Regardless of any information contained in the product data the Contract Documents shall govern the work and are neither voided nor superseded in any way by submittal review.
- ELECTRICAL/EQUIPMENT PRECAUTIONS**
- A. Do not install ductwork or piping for heating, refrigeration, plumbing, fire protection, process piping, or any piping systems not included as part of the electrical work, above any electric equipment, transformer, or telephone and electrical equipment.
- ACCESSIBILITY**
- A. Locate all equipment which must be serviced, operated, or maintained in fully accessible position. Equipment shall include, but not be limited to, valves, traps, cleanouts, motors, controllers, drain points, etc. If required for better accessibility, furnish access doors (minimum of 18"x18") for this purpose. After delivery from the Contract Documents may be made to allow for better accessibility. Submit any desired change to the Architect for approval prior to performing the work.
- B. Whenever access is required through walls or ceilings to equipment, valves, fire dampers, or other concealed equipment installed under this Division, provide a hinged access door and frame.
- OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS**
- A. Provide the services of a factory trained specialist to supervise the start-up of all equipment shown and/or specified on these drawings and to instruct the Owner's operators on the operation of the mechanical systems.
- B. Provide three (3) copies of operating instructions and maintenance data manuals for each specific item of equipment and materials.

## HVAC PIPING SYSTEMS SCHEDULE

(THIS IS A SCHEDULE OF STANDARD SYSTEMS. SOME SYSTEMS MAY NOT APPEAR ON THIS PROJECT)

SYSTEM	PIPE SIZE OR SERVICE	PIPE MATERIAL		CONNECTION		FITTINGS		INSULATION		NOTED NOTES
		TYPE C12200	RECOMMENDED	THREAD AND COUPLE	WELD	FLANGES	WELDED	PIPE	THICKNESS	
COOLING SYSTEMS	LIQUID	L								
REFRIGERANT PIPING	SUCTION	L								
	HOT-GAS	L								
VENT	LIQUID, GAS & DISCHARGE (ALL SIZES)	L								
CONDENSATE DRAIN PIPING	ALL SIZES	L	40							

## MECHANICAL SYMBOLS LIST

(THIS IS A LIST OF STANDARD SYMBOLS. ALL SYMBOLS MAY NOT APPEAR ON THIS PROJECT)

REACTOR DUCT (INCHES) - FIRST DIMENSION VISIBLE SIDE	DOOR UNDER CUT (SEE ARCH.)
NEW ROUND DUCT (INCHES) - FIRST DIMENSION VISIBLE SIDE	DOOR LOUVER (SEE ARCH.)
EXISTING RECTANGULAR DUCT (INCHES) - FIRST DIMENSION VISIBLE SIDE	PITCH IN DIRECTION SHOWN
DUCT TO BE REMOVED (INCHES) - FIRST DIMENSION VISIBLE SIDE	PIPE TURNING DOWN
DUCT WITH INTERNAL INSULATION OR ACOUSTICAL LINING. DUCT SIZE IS SHEETMETAL SIZE REQUIRED.	PIPE TURNING UP
DUCT WITH OUTER TREATMENT (OTHER THAN INSULATION)	TOP TAKE OFF
SUPPLY AIR DUCT TURNING DOWN	BOTTOM TAKE OFF
SUPPLY AIR DUCT TURNING UP	GATE VALVE
RETURN AIR DUCT TURNING DOWN	BALL VALVE
RETURN AIR DUCT TURNING UP	GLOBE VALVE
DUCT RISING UP	CHECK VALVE
DUCT DROPPING DOWN	DEZURK SHUT-OFF AND BALANCING VALVE
ECCENTRIC TRANSITION	UNION
CONCENTRIC TRANSITION	FLEXIBLE COUPLING
TRANSITION (TOP = FLAT ON TOP; FOR = FLAT ON BOTTOM)	STRAINER
FLEX DUCT (SINGLE LINE) AND SPIN-IN CONNECTION WITH VOLUME DAMPER	TWO WAY CONTROL VALVE
FLEX DUCT (DOUBLE LINE) AND SPIN-IN CONNECTION WITH VOLUME DAMPER	BUTTERFLY VALVE
FLEXIBLE CONNECTION	THREE WAY CONTROL VALVE
MITERED ELBOW WITH TURNING VANES	FLOW SWITCH
RADIUS ELBOW	PRESSURE GAUGE
FIRE DAMPER	CONDENSATE DRAIN
MOTORIZED DAMPER	GAS
COMBINATION MOTORIZED SMOKE/FIRE DAMPER	REFRIGERANT PIPING
VOLUME DAMPER	VER HEAT RECOVERY REFRIGERANT PIPE SIZES (LIQUID, GAS)
SCREENED OPENING	VER NON-HEAT RECOVERY REFRIGERANT PIPE SIZES (LIQUID, GAS)
AIR FLOW (OUT OF DEVICE/OPENING)	FIRE SPRINKLER PIPING
AIR FLOW (INTO DEVICE/OPENING)	NEW TO EXISTING
4-WAY BLOW LOUVERED FACE CEILING DIFFUSER WITH ROUND NECK	LIMIT OF DEMOLITION
4-WAY BLOW PERFORATED FACE DIFFUSER WITH ROUND NECK	SHEET NOTE TAG
THERMOSTAT	EQUIPMENT DESIGNATIONS
	FAN
	P PUMP
	HEATER
	AIR HANDLING UNIT
	CONDENSING UNIT
	ROOF TOP UNIT
	INDOOR UNIT
	OUTDOOR UNIT
	SECTION MARKER
	SHEET WHERE SECTION IS SHOWN
	DETAIL MARKER
	SHEET WHERE DETAIL IS SHOWN
	DESIGNATION
	SUPPLY AIR DIFFUSER ID TAG
	CFM

## ABBREVIATIONS

(THIS IS A LIST OF STANDARD ABBREVIATION. ALL ABBREVIATIONS MAY NOT APPEAR ON THIS PROJECT)

ABV. ABOVE	EXH. EXHAUST	S.G.S. SMOKE CONTROL SYSTEM
A/C AIR CONDITIONING	EXIST. EXISTING	S.F. SQUARE FEET
ADJ. ADJUSTABLE	F.D. FIRE DAMPER	S.F.D. COMBINATION SMOKE/FIRE DAMPER
A.F.F. ABOVE FINISHED FLOOR	FL. FLOOR	SHT. SHEET
ARCH. ARCHITECTURAL	FLEX. FLEXIBLE	S.L. ACOUSTICAL SOUND LINING
AT AT	F.P.S. FIRE PRESSURIZATION SYSTEM	S.O. SCREENED OPENING
BDD. BACK DRAFT DAMPER (GRAVITY)	GA. GAUGE	SPEC. PROJECT SPECIFICATIONS
BLDG. BUILDING	HC HEATING COIL (DUCT)	S.R. SUPPLY REGISTER
BLW. BELOW	HP HORSEPOWER	S.R.O. SCREENED RETURN OPENING
B.S. BRID SCREEN	2-HR 2-HOUR RATED DUCT ENCLOSURE	STAT. THERMOSTAT
CAP. CAPACITY	L.D. LINEAR DUCTFUSER	STRUCT. STRUCTURAL
CAV. CONSTANT AIR VOLUME	L.F. LINEAR FOOT	T.G. TRANSFER GRILLE
CEL. CEILING DIFFUSER	MAX. MAXIMUM	TRAN. TRANSITION
CFM. CUBIC FEET PER MINUTE	MIN. MINIMUM	TYP. TYPICAL
C.G. CEILING GRILLE	M.O.D. MOTOR OPERATED DAMPER	U.H. UNIT HEATER
CLG. CEILING	N.C. NORMALLY IN CLOSED POSITION	U.T.R. UP THRU ROOF
CONN. CONNECTION	N.O. NORMALLY IN OPEN POSITION	VAV. VARIABLE AIR VOLUME
CONT. CONTINUATION	O.A. OUTSIDE AIR	V.D. MANUAL VOLUME DAMPER
C.R. CEILING REGISTER	O.A.I.L. OUTSIDE AIR INTAKE LOUVER	VERT. VERTICAL
DN. DOWN	P.P.C.D. PERFORATED PANEL CEILING DIFFUSER	W/ WITH
D. CONDENSATE DRAIN	P.P.R.G. PERFORATED PANEL RETURN GRILLE	W/O WITHOUT
DTL. DETAIL	P.P.R.R. PERFORATED PANEL RETURN REGISTER	
DWG. NO. DRAWING NUMBER	R.A. RETURN AIR	
EA. EACH	R.G. RETURN GRILLE	
E.A. EXHAUST AIR	R.L. RETURN LIQUID	
E.G. EXHAUST GRILLE	R.M. ROOM	
E.R. EXHAUST REGISTER	R.R. RETURN REGISTER	
E.S.P. EXTERNAL STATIC PRESSURE	R.S. RETURN REGISTER	
	S.A. SUPPLY AIR	

(E) EXISTING TO REMAIN  
(R) EXISTING TO BE RELOCATED  
(X) EXISTING TO BE REMOVED

REVISIONS BY



Fountainhead Park Marina Interior Rehab.



DATE: 01.10.2023  
AS SHOWN  
DRAWN: AWJ

M1.1



# HYDRONIC FIRE PROTECTION SYSTEM NOTES

**GENERAL.**

- Provide a complete wet pipe system of automatic sprinklers in heated areas.
- The system shall be installed in accordance with the rules and regulations of NFPA Pamphlet No. 13, local fire department and Owner's insurance companies.
- System piping shall be hydraulically designed throughout all areas in accordance with the rules and regulations of NFPA Pamphlet No. 13 using the design details required by code. Sprinkler system design shall accommodate a potential loss of the greater density of mixed use applications. Provide the following information to support the design and specify or modify by the latest classification of the individual space being applied.
  - Hydraulic calculations for the sprinkler system pipe sizing shall be based on the actual static residual and static pressure as measured at the nearest fire hydrant.
  - Sprinkler piping shall be installed and coordinated with the ductwork and other mechanical and electrical services in the ceiling ceiling by the Contractor to provide the necessary clearance for fire protection.
  - Provide sprinkler system with required drain test, test connections, spare heads, tools, Slossmore connections, alarms, circuit cleaners, monitor valves, alarm valves, isolation valves, air compressors, etc.
  - Water Flow Alarm Switches as required by NFPA Standards.
  - Supervisory Switches as required by NFPA Standards.
  - The Automatic Sprinkler Design/Bidder/Contractor will perform the final sprinkler system design, including hydraulic calculations, as required by all applicable codes and the local Fire Marshal to coordinate this facility. The fire sprinkler contractor will prepare and provide sprinkler shop drawings that have been stamped and signed by a professional engineer, licensed in the State of Virginia, and submit them for review by the Fire Marshal.

**CODES AND STANDARDS**

- The referenced code shall include any and all supplements, addendums, memoranda, interpretation bulletins and any other changes and conditions effective prior to the Date of Substantial Completion by adoption of the local Authority Having Jurisdiction.
- Modifications required by the Authorities Having Jurisdiction shall be made without additional charges to the Owner.
- Where references to Code Sections from the Code Documents are required by the Authorities, report the requirements to the Architect and secure his approval before starting the alterations.
- Where Code Documents' requirements are in excess of Code requirements, the Contract Documents shall govern.
- All rules and regulations of the Underwriters Laboratories (UL) shall be complied with whether or indicated in the Code Documents.
- Provide all work in accordance with the following codes and standards:
  - International Building Code (IBC), latest edition in force.
  - National Electric Code.
  - Local Fire Prevention Code.
  - NFPA Standard #13 - Installation of Sprinkler Systems, latest edition in force.
  - NFPA Standard #24 - Installation of Private Water Supplies, latest edition in force.

**QUALITY ASSURANCE**

- State of Design: As indicated on the drawings and as specified in Part 2 of this section.
- Acceptable Manufacturers: If they comply with these specifications, products by the following manufacturers may be acceptable.
  - Pipe and Fittings: Cast Iron, Cast Steel, U.S. Pipe and Foundry, Wichita.
  - Valves: Keasler, Nibco, Stachurski, Milwaukee, Detroit Valveless, Watts, Day Valve.
  - Fire Department connections: Parker-Banner, Menasco.
  - Sprinkler head: Rothermel, Corbin, Wing.

**FIRE, LIFESAVING, AND VALVES**

**A. Interior Piping:**

- Interior pipe shall be new and designed for 175 psi working pressure.
  - Material pipe shall be black steel, conforming to ASTM A 105, Schedule 40. Schedule 40 pipe may be threaded (ANSI B 31.1), welded (ANSI B 31.10) or grooved (UL approved).
  - Schedule 10 pipe (lightweight) may be welded (ANSI B 31.10, c, b) or roll-formed (UL approved). Lightweight pipe shall not be cut-on.

**B. Underground Piping:**

- Underlie iron:
  - Pipe shall be Class 50 DR 51, with integrally cast bell and gasket for mechanical joints.
  - Fittings shall be Class C, short body pattern to match upset gland and rubber gasket on adjoining pipe or fitting.
  - Joining Gaskets shall be plain rubber Type A, ANSI A 21.11 and ASTM F 36.

**C. Fittings:**

- Fittings shall be new and designed for 175 psi working pressure.
- Cast iron flange fittings shall conform to ANSI B 16.1 and shall be UL approved.
- Cast iron threaded pipe shall conform to ANSI A 18.4 and shall be UL approved. Malleable iron fittings may be used on 4-inch and smaller diameter pipe and shall conform to ANSI A 18.4 and shall be UL approved.
- Weld fittings shall be made of wrought iron or steel, conforming to ANSI B 16.9, ANSI B 16.25, ASTM A 234, or ASTM A 18.5 or A 18.11.
- Grooved couplings and mechanical fittings shall be malleable iron conforming to ASTM A 47 and shall be UL approved. Gasket material shall be EPDM or butyl rubber.

**D. Unions and Flanges:**

- Cast-iron flange unions shall be black standard, 175 psi working pressure WOG, UL approved, conforming to ASTM A 126 and ANSI B 16.1.
- Mechanical couplings shall be with ground spiral/wrings shall be malleable iron conforming to ASTM A 47 or ductile iron (conforming to ASTM A 535) and shall be UL approved. Couplings shall be of forged, two-piece design, secured in position with light filling, hand treated carbon steel bolts and nuts (conforming to ASTM A 193). Gasket material shall be EPDM or butyl rubber.

**VALVES**

**A. Gate Valves:**

- 2 inches and smaller: 200-pound WSP, bronze, OS&Y, rising stem, screw down, solid wedge disc, screw, UL listed, ASTM A 126, Class B.
- 2 1/2 inches and larger: 175-pound WOG, BRN, OS&Y, rising stem, bolted bonnet, solid wedge disc, flanged, UL listed, ASTM A 126, Class B.

**B. Check Valves:**

- 2-1/2 inches and larger: 175-pound WOG, BRN, swing, bolted cap, reversible seat, flanged, UL listed, ASTM A 126, Class B.

**C. Butterfly Valves:**

- UL listed with full lug type ductile iron body, aluminum bolting, 316 stainless steel pin, Buna-N seal, phenolic ring, bubble-tight closure at 175 psi and worst worm gear manual operation with crank or handwheel and indicator. Provide a topped hole in gear operator casting for attachment of supervisory valve actuator. Bolted Design: Parker-Banner, Inc. Types #B202 Series.
- UL listed with ground-and-gate, grade "T" body seal, bubble-tight closure at 200 psi, manual gear operator, standard inlet. Provide a hipped hole in case of gear operator for attachment of supervisory valve.

**FIRE DEPARTMENT CONNECTIONS**

- Provide fire department connections with local fire department standard hose threads.
- Provide fire department connections with chain sealed by architect.
- Self-actuating Steam: Provide self-actuating steam supply for fire department water supply. Slossmore connections at locations indicated on the drawings. Provide double check valves, plugs, chain and wall plate. Factory bearing referring label on pipe shall show as indicated on the drawings.
- Bois: Design: Parker-Banner Series #2750; or Alliance Series #270.

**SUPPLEMENTAL HEADS**

Sprinkler head discharge characteristics, identification, temperature ratings, classifications and performance shall comply with NFPA 13.

- Sprinkler heads shall meet UL and FM approval.
- Provide sprinkler head office size as required by coverage and hydraulic calculations.
- Unless specified otherwise, provide sprinkler head facilities as follows:
  - Concealed spaces: Rough branch.
  - Exposed in unfinished spaces: Rough branch.
  - Exposed in finished spaces: Polished or satin chrome.
- Exempt Type: Standard: Concealed, finished, fusible alloy and spring lever actuator. Bois: Design: Reliable Model G-S5U.
- Pendent Type: Standard: Encapsulated fusible alloy and spring lever actuator. Bois: Design: Reliable Model G-S5P.
- Concealed Type: Standard: Concealed fusible alloy and non-adjustable tip and low-pulse wafers/composite materials. Provide wide coplanar for heads installed in ceiling glass spans. Provide factory-standard composite finish, as selected by Architect, in all other cases. Bois: Design: Reliable Model G1.

**ACCESSORIES**

**A. Water Flow Detector:**

- For wet sprinkler systems, provide paddle-type, clamp-on flow switch with field-adjustable retard and automatic resettings. Flow switch shall meet UL list.
- Provide standard characteristic compliance with Division 16 Fire Alarm System. Provide auxiliary controls on flow switch for connection to other building alarms compatible.

**B. Valve Supervisory Switch:**

- Bois: Design: Reliable Model A.
- Provide supervisory switch for each fire department connection to detect the open or closed condition of control valve. Provide tamper switch, required time and electrical characteristics compliance with Division 16 Fire Alarm System. Provide auxiliary controls for connection to other building alarms compatible.

**C. Bell Delay:**

- Provide cast brass automatic bell delay with 3/4-inch thread connection. Bois: Design: Alliance Model #2121R2; or Parker-Banner, Inc. Model #205D.

**D. Inspector's Sight Test Connection:**

- Provide stand-steele sight test connection with glass tube and hosing flow operator, standard inlet. 1/2-inch sprinkler head.

**SUPPLEMENTAL HEAD TYPES**

- Unfinished Space (exposed rooms, storage rooms, basements, boiler's closets, other areas not having finished ceilings): Upright, pendent or sidewall type or as required to provide specified coverage and maintain maximum headroom.
- Flat, White Ceiling Area: Concealed type with white coverplate.
- Main hallway Public Lobby: Concealed type with complete finish selected by Architect.

**FIRING SUPPORTS**

- Pipe supports shall conform to NFPA requirements.

**PRESSURE TESTING**

- Provide pressure tests for the entire system including all tested improvements, changes, etc., in accordance with NFPA Standard No. 13 and local Authorities Having Jurisdiction.

# PLUMBING GENERAL NOTES

**GENERAL**

A. **DESCRIPTION OF THE WORK** - The scope of work indicated on these drawings shall include full functioning mechanical systems, adjusted, tested, balanced and ready for use. Provide all items necessary to complete the systems. Examine the drawings of other trades (including but not limited to architectural, structural, electrical, plumbing, etc.) as it becomes familiar with all aspects of these drawings. Coordinate work that is to be performed by others, such as the installation of the mechanical system, to determine the extent of mechanical work required. It shall be the responsibility of the mechanical sub-contractor to obtain all drawings of all trades.

B. The work "provide" identifies the items that the Contractor shall install a complete system with all components, accessories, tests, and adjusted as necessary to render a fully installed and complete system.

C. The work "Supply" identifies pipe, joints, fittings, valves, controls, insulation, adapters, supports, hangers, devices and accessories as required for a complete and functional system.

**CODES AND STANDARDS**

A. Provide work conforming in all respects to the latest applicable codes of the Authority Having Jurisdiction and all applicable rules, regulations, laws and ordinances of local authorities. Install all equipment in compliance with accepted industry standards and manufacturer's recommendations.

B. The referenced codes shall include any and all supplements, addenda, memoranda, information bulletins and any other changes and additions effective prior to the permit being issued by adoption of the local authority. In the event of a conflict between codes, the Authority Having Jurisdiction shall prevail and all modifications required by the Authority Having Jurisdiction without additional charge to the Owner.

C. Where alterations to and/or deviations from the Contract Documents are required by the Authorities, request the requirements to the Architect and obtain written approval before proceeding with the work.

D. All work shall comply with the following codes:

- 2015 Virginia Electrical Code (VEC) / NEC, Part 1
- 2015 Virginia Energy Conservation Code (v/ASHRAE 90.1 - 2004)
- 2015 Virginia Mechanical Code (VMC)
- 2015 Virginia Plumbing Code (VPC)
- 2015 Virginia Fire Code (VFC)
- 2017 National Electrical Code
- 2015 Virginia Existing Building Code (VEBC) / USBC, Part 1
- 2015 Virginia Fire Code (VFC)

F. All work shall comply with the following standards:

- American Society of Mechanical Engineers (ASME)
- Air Conditioning and Refrigeration Institute (ARI)
- American National Standards Institute (ANSI)
- Air Diffusion Council (ADC)
- American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)
- American Society for Testing and Materials (ASTM)
- National Fire Protection Association (NFPA)
- Air Writing and Conditioning Association (AWCA)
- Underwriters Laboratories (UL)
- National Electric Manufacturer's Association (NEMA)
- Duct and Seal and Air Conditioning Contractor's National Association "Duct Construction Standards" (DCA/ACCA)
- Manufacturer's Standardization Society of the Valves and Fittings Industry, Inc. (MSS)
- Associated Air Balance Council (AABC)
- National Environmental Balancing Bureau (NEBB)

**PERMITS**

A. Obtain and pay for all permits, licenses and inspection certificates required for all work in accordance with the provisions of the Contract Documents.

**WARRANTY**

A. Guarantee in form satisfactory to the Owner, that all Work installed is free from defects in workmanship and/or materials. Guarantee that all apparatus will operate according to design and specifications specified for a period of one year, to include one full heating and one full cooling season, from completion of final completion by the Owner or certification of substantial completion, whichever occurs later.

B. During the guarantee period, remedy, without cost to the Owner, defective workmanship, materials, and apparatus performance. Remedy work shall be limited within a reasonable time specified by the Owner. In default thereof, the Owner may have such work done at charged cost to the Contractor.

**COMPLETE PERFORMANCE OF WORK**

A. Execute work in strict accordance with the best practice of the trades in a thorough, substantial, workmanlike manner to complete all work.

B. Provide all labor, materials, supplies, and appliances essential to the complete functioning of the systems described and indicated, or which may be reasonably implied as essential wherever mentioned in the Contract Documents or not.

C. In cases of doubt as to the Work intended, or in the event of need for explanation thereof, request supplementary instructions from the Architect.

**COORDINATION WITH OTHER TRADES**

A. Coordinate activities of all trades. Where the work of various trades will be installed in close proximity to one another, or where there is evidence that the work of one trade will interfere with work of other trades, assist in working out space conditions to make a satisfactory adjustment. If one trade interferes with the work before construction of the other trades, make necessary changes to correct the condition without extra cost to the Contractor.

**DRAWINGS**

A. These drawings are diagrammatic and indicate the general location of systems and components. Provide all items necessary for a properly working system of no additional cost, even if not specifically shown or mentioned on the drawings.

**SUBMITTALS**

A. When the Contract is awarded, but prior to proceeding with the Work, obtain complete submittals from the manufacturers, suppliers, vendors, subcontractors, for all materials and equipment shown or specified on these drawings and submit data and details of such materials and equipment to the Architect and Engineer.

B. Prior to forwarding submittals to the Architect and Engineer, review and verify that the equipment, materials, methods, etc. represented by the submittals are in compliance with the Contract Documents.

C. Check all materials and equipment after their arrival on the job site and certify their compliance with the Contract Documents.

D. Approval of product data shall not relieve the Contractor of the responsibility for errors that may be contained therein, or for deviations from requirements in the Contract Documents. It shall be clearly understood that the Architect or Engineer making some error but overlooking others does not grant the Contractor permission to proceed in error. Regardless of any information contained in the product data the Contract Documents shall govern the work and are neither waived nor superseded in any way by submittal review.

**ELECTRICAL EQUIPMENT PRECAUTIONS**

A. Do not install electrical, or piping for heating, refrigerating, plumbing, fire protection, process piping, or any piping systems not included as part of the electrical work, above any electric equipment, transformer, or telephone or electrical equipment.

**ACCESSIBILITY**

A. Locate all equipment which must be serviced, operated, or maintained in fully accessible position. Equipment shall include, but not be limited to, valves, traps, cleanouts, meters, controllers, drain points, etc. If required for better accessibility, furnish access doors (minimum of 18" x 18") for this purpose. Minor deviations from the Contract Documents may be made to allow for better accessibility. Submit any desired change to the Architect for approval prior to installation of the work from that shown on the Contract Documents. This requirement shall not be construed as authorization for the Contractor to make changes in the layout or work without detailed instructions from the Owner.

B. Whenever access is required through walls or ceilings to equipment, valves, fire dampers, or other concealed equipment installed under this Division, provide a hinged access door and frame.

**EQUIPMENT HOSE AND VIBRATION**

A. Provide equipment and systems that, as defined herein, are quiet and free of apparent vibration in operation.

B. It is intended that vibration shall not be apparent to the senses in occupied areas of the building. To this end, provide both the balancing of rotating machinery and vibration isolation devices of various locations.

**OPERATING INSTRUCTIONS**

A. Provide the services of a factory trained specialist to supervise the start-up of all equipment shown and/or specified on these drawings and to instruct the Owner's operator on the operation of the mechanical system.

**OPERATING AND MAINTENANCE MANUALS**

A. Provide three (3) copies of operating instructions and maintenance data manuals for each specific item of equipment and materials.

**RECORD DRAWINGS**

A. Prepare a complete set of "Record Drawings" reflecting an accurate as-built record of all Work. In addition, mark the "Record Drawings" to show the precise location of hidden-from-view work and equipment, including air distribution equipment above ceilings, concealed or embedded piping, and equipment of all changes made to the Work from that shown on the Contract Documents. This requirement shall not be construed as authorization for the Contractor to make changes in the layout or work without detailed instructions from the Owner.

**CLEAN AND DISINFECT POTABLE DOMESTIC WATER PIPING**

A. Use piping and disinfecting procedures prescribed by authorities having jurisdiction; If methods are not prescribed, use procedures described in either of the following:

- a. Flush piping systems with clean potable water until dry water does not appear on outside.
- b. Flush piping systems with chlorine solution with at least 200 ppm of chlorine. Soak and allow to stand for three hours.
- c. After three hours, flush system with clean, potable water until chlorine is entirely purged.
- d. Repeat or repeat until no biological contamination exists.
- e. Submit water sample to authorities having jurisdiction.

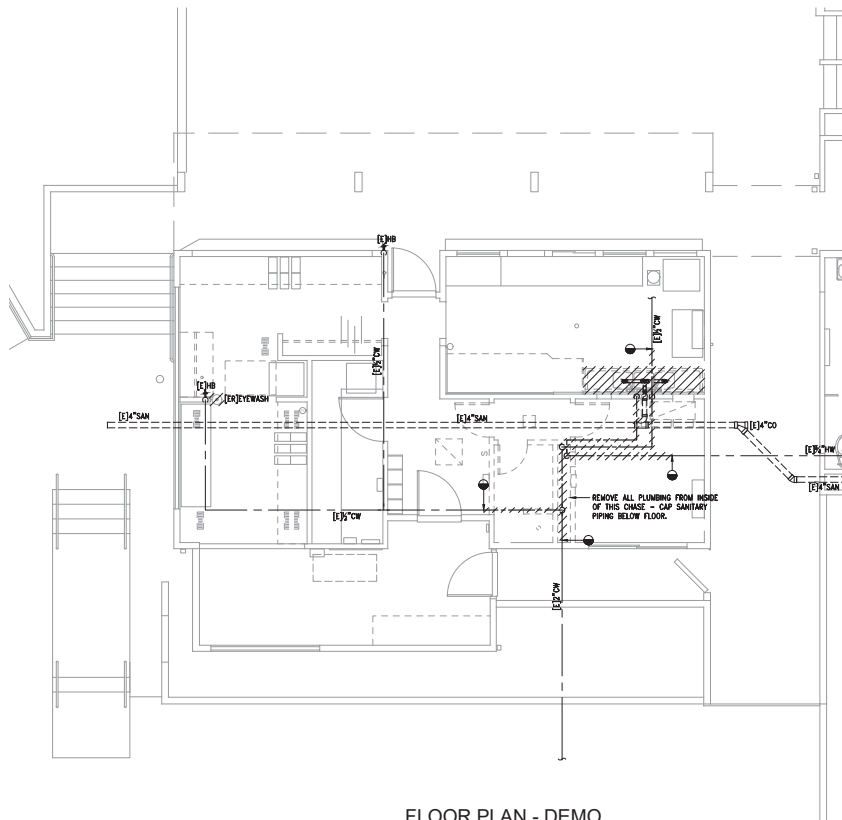
**IDENTIFICATION FOR HVAC DUCTWORK, PIPING AND EQUIPMENT**

A. Install plastic identification, permanent self-adhesive pipe labels on piping as follows:

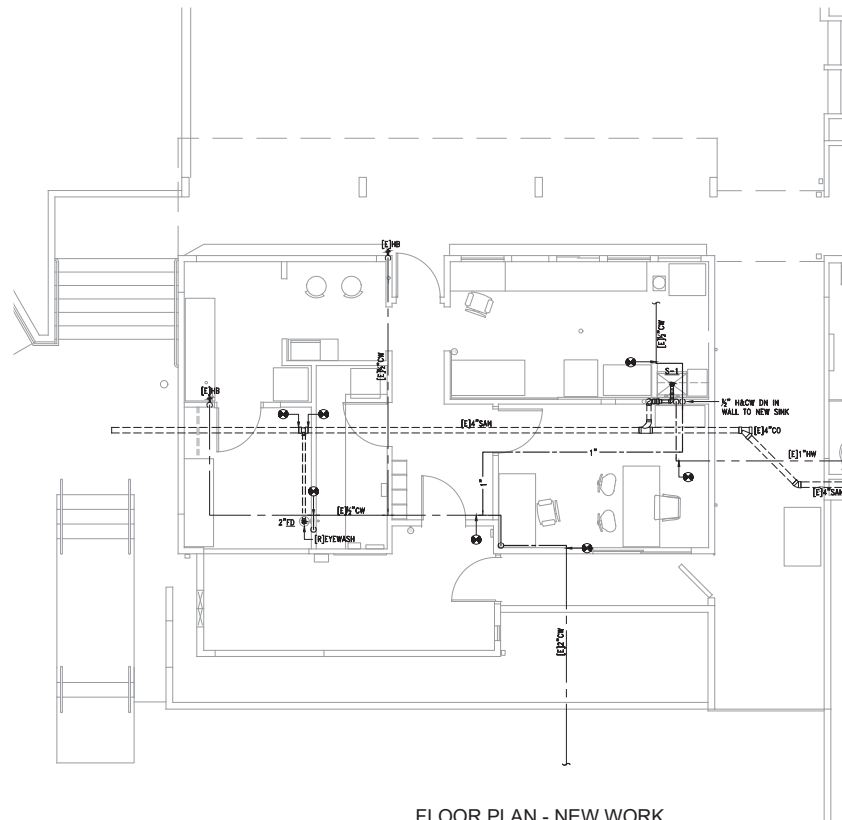
- Domestic Water Piping - Green w/white letters
- Sewerage Waste - Black w/white letters
- Storm Drainage - Black w/white letters

[illegible][illegible]

**Fountainhead Park Marina Interior Rehab.**

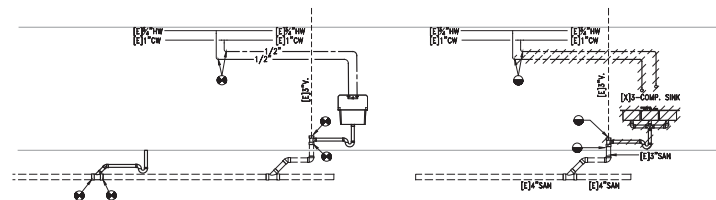


**FLOOR PLAN - DEMO**  
SCALE: 1/4" = 1'-0"



**FLOOR PLAN - NEW WORK**  
SCALE: 1/4" = 1'-0"

PLUMBING FIXTURE SCHEDULE							
DES.	FIXTURE	TRAP	WASTE	VENT	COLD WATER	HOT WATER	MANUFACTURER/ MODEL # DESCRIPTION
S-1	STANDING SINK	2"	2"	2"	1/2"	1/2"	REGENCY MODEL: 600SPTS2124 FAUCET: WATERLOO ITEM: 750VNSB 18-GAUGE TYPE 304 STAINLESS STEEL.
FD	FLOOR DRAIN	AS SHOWN	AS SHOWN	-	-	-	JOSAM 32320 SERIES W/ TRAP SEAL CAST IRON FLOOR DRAIN, MEDIUM-DEEP TWO PIECE WITH DOUBLE DRAINAGE FLANGE, WEAR-LOC NON-PUNCTURING FLASHING CLAMP COLLAR, WEERHOLES, BOTTOM OUTLET, ROUND TOP AND REMOVABLE MEDIUM-DEEP SEDIMENT BUCKET WHICH SUPPORTS A MEDIUM-DUTY LOCKE-SET ANTI-TILTING SUPER-FLO GRATE WITH PERIMETER DRAINAGE SLOTS.



**RISER DIAGRAM - NEW**  
SCALE: NONE

**RISER DIAGRAM - DEMO**  
SCALE: NONE

REVISIONS	BY



**Fountainhead Park Marina Interior Rehab.**

MAIN STREET ARCHITECTURE P.C.  
34 N. BEACHWAY STREET, SUITE 200, FOUNTAINHEAD, FL 32433  
PH: 904.261.4444 FAX: 904.261.4444

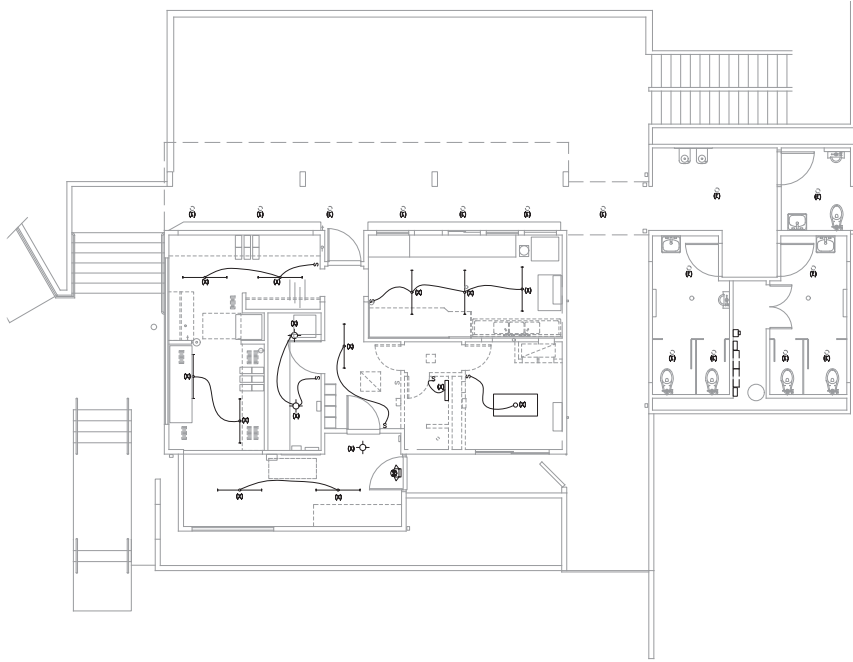


DATE: 01.10.2023  
SCALE: AS SHOWN  
DRAWN: ANJ  
CHK: ANJ

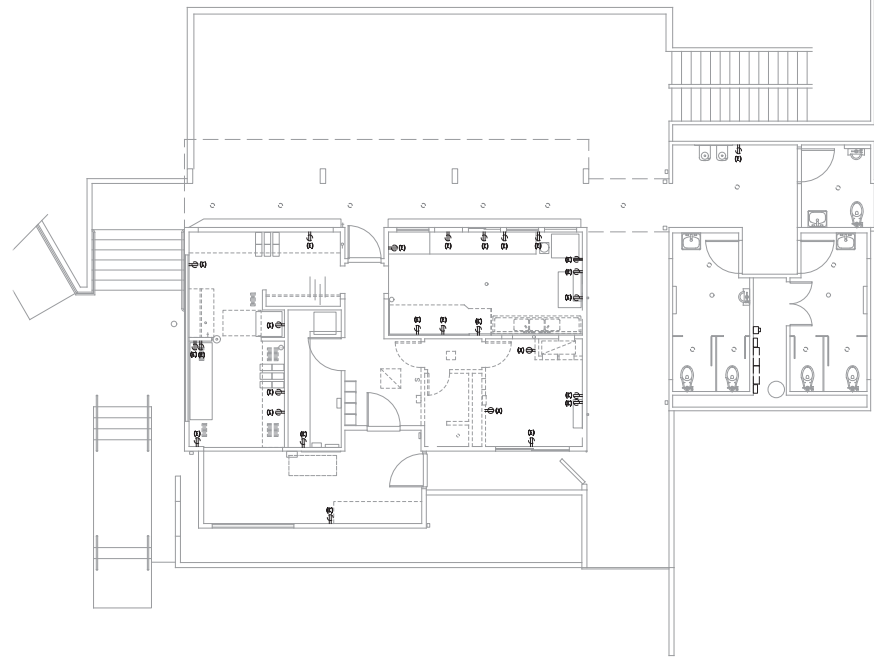
SHEET: P1.1

E0.1





**FLOOR PLAN - LIGHTING - DEMO**  
SCALE: 3/16" = 1'-0"



**FLOOR PLAN - POWER - DEMO**  
SCALE: 3/16" = 1'-0"

REVISIONS	BY



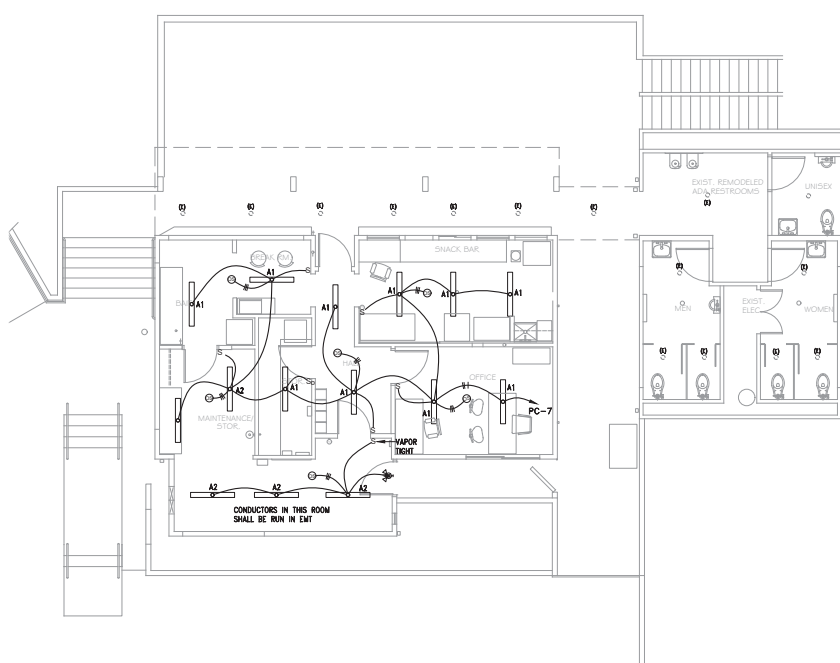
## Fountainhead Park Marina Interior Rehab.

MAIN STREET ARCHITECTURE, P.C.  
24 N. BUCKWASH STREET, BERTYLLA, ALASKA 99531-1447 FAX: 907.555.4414

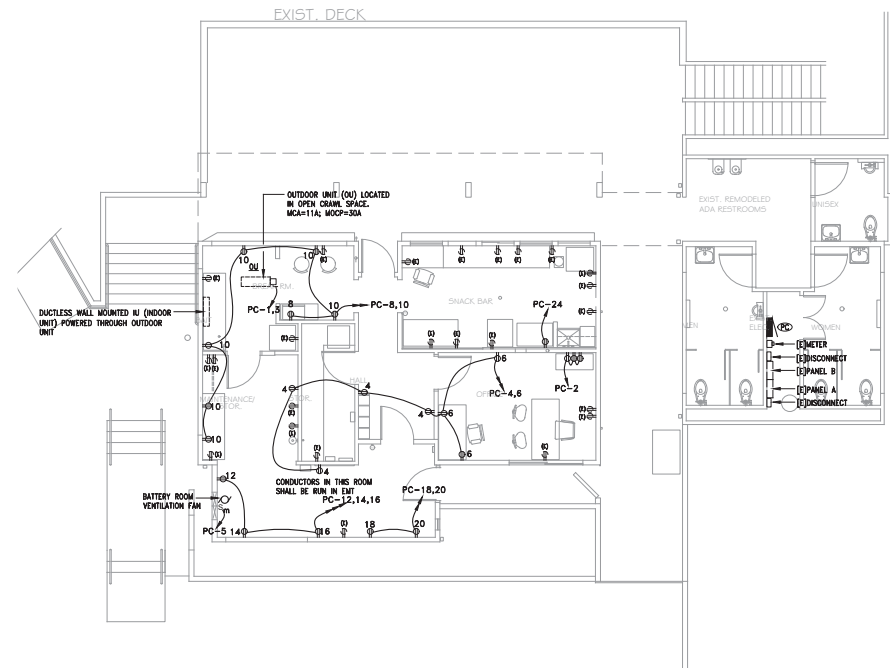




DATE	01.10.2023
SCALE	AS SHOWN
DESIGN	AWJ
DRAWN	
DATE	
DESCRIPTION	<b>E1.1</b>

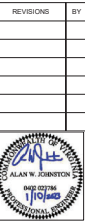


**FLOOR PLAN - LIGHTING - NEW WORK**  
SCALE: 3/16" = 1'-0"



**FLOOR PLAN - POWER - NEW WORK**  
SCALE: 3/16" = 1'-0"

LIGHT FIXTURE SCHEDULE					
TAG	DESCRIPTION	ELECTRICAL DATA		LAMP DATA	
		LOAD	VOLTAGE	INPUT WATTS	COLOR TEMP. LUMENS
A1	4' LONG LED, W/OP AROUND	-	120	53.4	3500 5000
A2	4' LONG LED, VAPOR TIGHT	-	120	42.0	4000 4946



**Fountainhead Park Marina Interior Rehab.**  
MAIN STREET ARCHITECTURE, P.C.  
24 N. BUCKWORTH STREET, BERTALLO, WISCONSIN 53011-3603, USA FAX: 414.955.4414



DATE: 01.10.2023  
SCALE: AS SHOWN  
DESIGN: AWJ  
DRAWN: AWJ

**E1.2**

PANEL BOARD SCHEDULE

[E]B

VOLTAGE	PHASE	WIRE	MECH(A)	MLO(A)	A/C	MOUNTING	MANUFAC	MDL-A	DWG#									
120/240	1	3		[E]	[E]	[E]	[E]											
TYPE LEGEND		WIRE	TYPE	CONDUIT	LOAD TRIP	LOAD TRIP	PHASE	LOAD TRIP	LOAD TRIP									
L	LIGHTING	K	KITCHEN RC	E	EXISTING	O	OTHER	REMARKS										
R	RECEPTACLES	M	MECH EQUIP	O	OTHER													
NO WORK IN THIS PANEL PROVIDED FOR INFORMATION ONLY		WIRE	TYPE	CONDUIT	LOAD TRIP	LOAD TRIP	PHASE	LOAD TRIP	LOAD TRIP									
CRKT.	ITEM SERVED	WIRE	TYPE	CONDUIT	LOAD TRIP	LOAD TRIP	PHASE	LOAD TRIP	LOAD TRIP									
CRKT.	ITEM SERVED	WIRE	TYPE	CONDUIT	LOAD TRIP	LOAD TRIP	PHASE	LOAD TRIP	LOAD TRIP									
	1 EFFUSP PUMP	M	[E]	[E]	[E]	[E]	120A	1	1500	A	1200	1	[E]	[E]	O	1	BATTERY CHARGER	2
	11 TELEPHONE IN STORAGE RM	M	[E]	[E]	[E]	[E]	120A	1	1200	B	1200	1	[E]	[E]	O	2	BATTERY CHARGER	4
	5 [E]BALL LIGHT, EXT	L	[E]	[E]	[E]	[E]	120A	1	1200	C	0	1	[E]	[E]	L	1	[E]STP FLARE	6
	7 [E]FAN, BATH	M	[E]	[E]	[E]	[E]	120A	1	1020	A	1200	1	[E]	[E]	L	2	[E]STP- FAN	8
	31 [E] REFRIG. UNIT	M	[E]	[E]	[E]	[E]	120A	1	1200	B	1200	1	[E]	[E]	L	1	[E]IGHT OVERHEAD TIME	10
	11 [E]CEILING LIGHTS OFFICE	L	[E]	[E]	[E]	[E]	120A	1	1200	C	0	1	[E]	[E]	L	1	SPACE	12
	10 [E]CEILING LIGHTS SNACK BAR	L	[E]	[E]	[E]	[E]	120A	1	1200	A	1200	1	[E]	[E]	O	1	[E]UNIDENTIFIED	14
	15 [E]RECEPT IN KITCHEN	R	[E]	[E]	[E]	[E]	120A	1	1200	B	1200	1	[E]	[E]	O	1	[E]UNIDENTIFIED	16
	17 [E]RECEPT IN KITCHEN	R	[E]	[E]	[E]	[E]	120A	1	1200	C	1200	1	[E]	[E]	O	1	[E]TELEPHONE	18
	19 [E]FEMP PUMP	M	[E]	[E]	[E]	[E]	120A	2	1520	A	1200	2	[E]	[E]	M	1	[E]FEMP PUMP	20
	21 [E]AIR HANDLER	M	[E]	[E]	[E]	[E]	120A	2	1520	B	1200	2	[E]	[E]	M	2	[E]MITTUBUSHI	22
	27 [E]HARDWAPPED LIGHT	L	[E]	[E]	[E]	[E]	120A	1	1200	B	1200	2	[E]	[E]	O	1	[E]UNIDENTIFIED	24
	29 [E]EAT FORAIN PIPE	M	[E]	[E]	[E]	[E]	120A	1	1200	C	1200	1	[E]	[E]	O	1	[E]UNIDENTIFIED	26

CONNECTED LOAD (VA)	TYPE	LOAD	SUBLOADS (VA)	CONN	SIZING	SIZING	NOTES
A	B	C	TOTAL	15700	19300	17300	52300
							</

[illegible]

**NVRPA DOCUMENT GC 101**  
**INSTRUCTIONS TO BIDDERS AND**  
**GENERAL CONDITIONS OF THE CONTRACT**  
**FOR CONSTRUCTION**

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES;**  
**CONSULTATION WITH AN ATTORNEY IS ENCOURAGED**  
**2018 EDITION**

<b>ARTICLE NUMBER</b>	<b>TITLE</b>
1.	Definitions
2.	Contract Documents
3.	Laws and Regulations
4.	Conditions at Site or Structure
5.	Explanation to Bidders
6.	Preparation and Submission of Bids
7.	Bid Guarantee
8.	Withdrawal or Modification of Bids
9.	Receipt and Opening of Bids
10.	Errors in Bids
11.	Rejection of Bids
12.	Standard Forms
13.	Award of Contract
14.	Contract Security
15.	Progress Schedules
16.	Shop Drawings, Product Data, Samples
17.	Materials, Services and Facilities
18.	Inspection and Testing
19.	Substitutions
20.	Patents
21.	Surveys, Permits, Regulations
22.	Protection of Work, Property and Persons
23.	Supervision by Contractor
24.	Changes in the Work
25.	Changes in the Contract Sum or Other Relief
26.	Time for Completion and Liquidated Damages
27.	Correction of Work
28.	Suspension of Work, Authority's Right to Stop and Carry Out the Work
29.	Termination
30.	Uses of the Premises
31.	Payment to the Contractor
32.	Substantial Completion of the Work
33.	Final Completion and Final Payment
34.	Insurance
35.	Assignments
36.	Indemnification
37.	Contractor Liability
38.	Separate Contracts
39.	Subcontracting
40.	Engineer
41.	Warranty
42.	Contractual Disputes

**GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT WITH  
THE NORTHERN VIRGINIA REGIONAL PARK AUTHORITY**

**Article 1: DEFINITIONS**

- (a) **Addenda** – Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents, Drawings, and Specifications by additions, deletions, clarifications, or corrections
- (b) **Engineer** – The design professional, including an architect, that has contracted with the Authority to design the Project and administer the Contract on behalf of the Authority. If no Project Engineer is designated all duties and responsibilities which the Engineer would otherwise have shall be the duties and responsibilities of the Authority.
- (c) **Authority** – The Northern Virginia Regional Park Authority.
- (d) **Change Order** – A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time. A Change Order, which adjusts the Contract Price or Contract Time, must be signed by the Authority, Contractor and Engineer. A Change Order includes a Field Order, as hereafter defined.
- (e) **Construction Change Directive** - A written order to the Contractor signed by the Authority directing an addition, deletion or revision in the Work within the general scope of the Contract Documents prior to an agreement between the Authority and the Contractor as to an adjustment in the Contract Price or Contract Time. Upon receipt of a Construction Changes Directive, the Contractor shall promptly proceed with the change in the Work described therein.
- (f) **Contract Sum** – The total monies payable to the Contractor under the terms and Conditions of the Contract Documents.
- (g) **Contract Time** – The specific date or the number of days stated in the Contract Documents or the Notice to Proceed for Substantial Completion of the Work.
- (h) **Contractor** – Any person or entity who has a contract directly with the Authority for the performance of the Work or a part thereof.
- (i) **Day** – A calendar day of 24 hours lasting from midnight one day to midnight the next day.
- (j) **Drawings** – The graphic and pictorial part of the Contract Documents that show the characteristics and scope of the Work to be performed and that has been prepared by or for the Authority. The term is used interchangeably with the word “Plans” and includes Standard Details.
- (k) **Field Order** – A written order issued by the Engineer or the Authority to the Contractor during construction effecting a change in the Work, but not involving an adjustment in the Contract Price or an extension of the Contract Time.
- (l) **Inspector** – The authorized representative of the Authority assigned to make detailed inspection of any or all portions of the Work. The Inspector is authorized to stop the Work in accordance with Article 29.
- (m) **Notice of Award** – The written notice of the acceptance of the Bid from the Authority to the successful Bidder.
- (n) **Special Conditions** – General requirements that are unique to a particular Contract.
- (o) **Standard Details** – Details showing standard products, methods, and materials contained within the Plans or other agency standards such as the current versions of the Fairfax County Public Facilities Manual or the Virginia Department of Highways and Transportation Road and Bridge standards and specifications.

- (p) **Specifications – Special Conditions, Standard Specifications and Standard Details.**
- (q) **Subcontractor – An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.**  
  
**Substantial Completion – That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended and when the Contractor has received all final inspections and occupancy permits from the appropriate jurisdictions.**
- (r) **Supplementary General Conditions – Modifications to General Conditions required for the Project.**
- (s) **Supplier – Any person or organization who supplies materials or equipment for the Work (including that fabricated to a special design) but who does not perform labor at the site.**
- (t) **Work – Any and all labor, materials, equipment, and all obligations, duties, and responsibilities expressly stated or reasonably implied for the successful completion of the construction required by the Contract Documents. The Contractor’s Work includes payment of all sales, consumer, use, and other similar taxes required by law.**
- (u) **Written Notice – Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the service thereof completed when posted by mail to the party at its last given address, or delivered in person to the party or its authorized representative at the Project.**

## **Article 2: CONTRACT DOCUMENTS**

- (a) **The agreement entered into by the parties shall consist of the Form of Construction Contract, the Form of Proposal submitted by the Contractor, the Supplemental General Conditions, these General Conditions, the specifications and drawings, including all modifications thereof, all of which shall be referred to collectively as the “Contract Documents.” The Form of Construction Contract shall be signed by the Authority and Contractor in as many original counterparts as may be mutually agreed upon. The Contract may be amended only by a written amendment to the Contract or a Change Order signed by both parties.**
- (b) **The Contract Documents are complimentary and what is required by one shall be binding on the Contractor as if required by all. In the event of any inconsistency between the Contract Documents, Contractor shall provide the greater quality or quantity of Work with no increase in the Contract Sum. The intent of the Contract Documents is that the Contractor shall furnish all labor, materials, tools, equipment, utilities, transportation and incidental work necessary for the proper execution of the Work in accordance with, or reasonably inferable from, the Contract Documents. In the event of conflicts among the Contract Documents, the Authority may designate the written or drawn provision or feature which shall be used and no additions to or deductions from the Contract Sum, or modification to the Contract Time, shall result from the choice. In case of conflicts, the Contract Documents shall take precedence in the following order: the Construction Contract; The Supplemental General Conditions; the General Conditions; the Special Conditions; the specifications; and the drawings.**
- (c) **This Contract is an entire and integrated agreement and is not severable.**
- (d) **Contractor shall identify in writing to the Authority and the Engineer, as soon as possible, any discrepancies, errors, omissions and/or inconsistencies or ambiguities, discovered by the Contractor in the Contract Documents. Work done by the Contractor after its discovery of such discrepancies, errors, omissions and/or inconsistencies or ambiguities and prior to response from the Engineer shall be done at the Contractor’s sole risk and cost.**

### **Article 3: LAWS AND REGULATIONS**

- (a) In the performance of the Work, the Contractor shall comply with the requirements of all local, state and federal laws, codes, statutes, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work (the “Legal Requirements”).
- (b) All Contractors and Subcontractors for the Project must be properly licensed under the laws of the Commonwealth of Virginia and in good standing before submitting any bid and before commencing any Work. Upon the request of the Authority, any Contractor or Subcontractor for the Project shall promptly provide proof of its licensure.
- (c) The Contract and all other contracts and subcontracts are subject to the provisions of Article 3 and 5, Chapter 4, Title 40.1, Code of Virginia, 1950, as amended, relating to labor unions and the “right to work,” and all Contractors or Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the provisions of these code sections.
- (d) The Contractor shall furnish the Authority copies of affidavits upon request giving the original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the project site under this Contract.
- (e) Contractor shall comply with all local, state and federal safety codes, statutes, rules, practices and regulations.

#### **(f) EQUAL OPPORTUNITY EMPLOYMENT**

- (1) During the performance of the Agreement, the Contractor agrees as follows:
  - (i) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that Contractor is an equal opportunity employer.
  - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the notice, advertisement, and solicitation requirements of this paragraph.
- (2) The Contractor shall cause to be included the provisions of the foregoing paragraphs a.(i), a.(ii) and a.(iii) (substituting the subcontractor or vendor for Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **(g) DRUG-FREE WORKPLACE**

- (1) During the performance of the Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition, (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace, and (iv) cause to be included the provisions of the foregoing clause (substituting the subcontractor or vendor for the Contractor as the



obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- (2) For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with the Agreement by Contractor where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

**(h) NO EMPLOYMENT OF UNAUTHORIZED ALIENS**

Contractor represents and warrants that Contractor does not, and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**(i) STATEMENT OF NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS**

The Authority does not discriminate against faith-based organizations. (See Va. Code § 2.2-4343.1).

**(j) PROMPT PAYMENT REQUIREMENTS**

Within seven days after Contractor receives amounts paid for work subject to the Agreement performed by any “subcontractor,” as defined in Code of Virginia § 2.2-4347, Contractor shall take one of the two following actions:

- (1) Pay the subcontractor for the proportionate share of the total payment received from Owner attributable to the work performed by the subcontractor; or
- (2) Notify Owner and the subcontractor in writing of Contractor’s intent to withhold all or part of the subcontractor’s payment and the reason for nonpayment.

**(k) Contractor shall provide its Federal employer identification number with each application to Owner for payment.**

**(l) Contractor shall pay interest to any “subcontractor” on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from Owner for work performed by such subcontractor relating to the Agreement except as to amounts withheld as retainage.**

**(m) Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.**

**(n) No obligation imposed by this section shall be construed to create any obligation of Owner under Code of Virginia § 2.2-4354, no modification to the Agreement may be made for the purpose of providing reimbursement for the interest charge, and Contractor shall not invoice Owner for any such charge.**

**(o) LIMITATION ON OWNER’S LIABILITY FOR INTEREST**

Owner shall not be liable to pay any interest to Contractor under any circumstance except in the case of amounts that Owner does not dispute to be due and payable to Contractor; interest shall accrue beginning on the 60<sup>th</sup> day after payment is due at a rate of 3% per annum.

**(p) AUTHORIZATION TO CONDUCT BUSINESS IN VIRGINIA**

The provisions of Va. Code § 2.2-4311.2 are incorporated by reference. If Contractor is a business entity described in Va. Code § 2.2-4311.2.A, Contractor must be authorized to transact business in Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of the contract.

**Article 4: CONDITIONS AT SITE OR STRUCTURE**

- (a) All Bidders and Contractors shall visit the site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site or building, and the character and extent of existing work within or adjacent to the site and to compare those conditions with the Contract Documents and the Legal Requirements. Claims, as a result of the Bidder's and/or Contractor's failure to comply with the foregoing, will not be considered by the Authority and are waived by the Contractor.

If in the performance of the Contract the Contractor discovers subsurface or latent conditions at the site that are materially different from those typical for the locality or indicated in the Contract Documents, the Contractor shall report the conditions to the Engineer and the Authority in writing before the conditions are disturbed. Upon such notice, or upon its own observation of such conditions, the Engineer shall promptly make such recommendations as it finds necessary to address the different conditions. Any change in the cost of the work or time needed for completion must be processed pursuant to the requirements of the Contract Documents.

**Article 5: EXPLANATION TO BIDDERS**

No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before the award of the contract. Bidders shall identify in writing to the Authority and the Engineer any believed discrepancies, omissions, ambiguities or errors in the Contract Documents. Bidders must submit such a writing at least six (6) days prior to the time set for the receipt of bids to allow a sufficient time for a reply to reach them before the submission of their bids, but if there are two (2) weeks or less between the first bid advertisement and the time set for receipt of bids, then bidders may act up to three (3) days prior to the time set for receipt of bids. Any interpretation made will be in the form of an addendum to the specifications, which will be forwarded to all bidders, and its receipt by the bidder shall be acknowledged on the Bid Form.

**Article 6: PREPARATION AND SUBMISSION OF BIDS**

- (a) Bids shall be submitted in duplicate on the forms furnished, or true copies thereof, and shall be signed in ink. Erasures or other changes in a bid shall be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Authority as being incomplete.
- (b) Each bid must give the full business address and contact information for the bidder and must be signed by a person with authority to bind the bidder. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which they are incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to its signature the word "President," "Secretary," "Agent," or other designation without disclosing its principal, may be held to be the bid of the individual signing. When requested by the Authority, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- (c) Bids with the bid guarantee shall be enclosed in a sealed envelope, which shall be marked and addressed as indicated by the advertisement or invitation to bid. Prior to submitting a bid, the bidder must be in compliance with and have the licenses required under Virginia Code Section 54.1-

1100, et seq. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over its signature whichever of the following notations is appropriate, inserting its Contractor license number.

If the bidder shall fail to provide this information on its bid or on the envelope containing the bid and shall fail to promptly provide the Contractor license number to the Authority in writing when requested to do so before the opening of bids, its bid will not be considered.

- (d) The owner reserves the right to disqualify any Contractor and refuse to accept the bid of any bidder which has been convicted, or entered a plea of guilty or nolo contendere in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract either federal, state, or local or which has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated.

#### **Article 7: BID GUARANTEE**

- (a) Any bid exceeding Five Hundred Thousand Dollars (\$500,000) shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the bid, which may be certified check or cashier's check, or a Bid Bond made payable to the Authority. Bid Bonds shall be submitted on AIA Document A310. Such Bid Bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw its bid during the period up to and including ninety (90) days following the opening of bids; that if its bid is accepted, it will enter into a formal contract with the Authority in accordance with the Form of Construction Contract included as a part of the Contract Documents, and that the referenced Performance Bond and Labor and material Payment Bond will be given; and that in the event of the withdrawal of the bid within the period, or failure to enter into the contract and give the bonds within ten (10) days after it has received notice of acceptance of its bid, the bidder shall be liable to the Authority for the difference between the amount of the bidder's bid and the amount of the bid for the next higher bidder to perform the Work but such amount shall not exceed the amount of the bid guarantee.
- (b) The Bid Bonds and checks will be returned to all except the three lowest bidders after the formal opening of the bids. The remaining Bid Bonds and checks will be returned to the lowest bidders after the Authority and the accepted bidder have executed the Contract and the Performance Bond and the Payment Bond have been approved by the Authority.
- (c) If the required Contract and bonds have not been executed within ninety (90) days after the date of the opening of the bids, then the bond or check of any bidder will be returned upon its request, provided it has not been notified of the acceptance of the bid prior to the date of such request.

#### **Article 8: WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may withdraw or modify its bid only by written notice delivered to the Authority prior to the time fixed for receipt of bids.

#### **Article 9: RECEIPT AND OPENING BIDS**

- (a) It is the responsibility of the bidder to assure that its bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. The Authority will not consider bids received after the time set for receipt of bids.
- (b) Bids will be opened at the time and place stated in the advertisement and the lowest bidder will be announced. The officer or agent of the Authority, whose duty it is to open the bids, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

## **Article 10: ERRORS IN BIDS**

A bidder may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. Under this provision a bidder requesting to withdraw its bid shall follow the procedures set forth in Section 2.2-4330 of the Code of Virginia. The bidder must give notice in writing of its claim of right to withdraw its bid within the time frame required by Section 2.2-4330 of the Code of Virginia and shall submit its original work papers to the Authority in compliance with the requirements of Section 2.2-4330 of the Code of Virginia. Failure to strictly comply with the requirements of Section 2.2-4330 of the Code of Virginia shall constitute a waiver of the right to withdraw the bid.

No bid may be withdrawn when the result would be the awarding of the Contract on another bid of the same bidder. No bidder who is permitted to withdraw a bid shall for compensation supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted, without the approval of the Authority. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the Authority in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder without such approval.

If a bid is withdrawn under authority of this section, the next higher bidder shall be deemed to be the low bidder on the project.

## **Article 11: REJECTION OF BIDS**

The Authority reserves the right to reject any and all bids when such rejection is in the interest of the Authority, and will reject the bid of a bidder who is not a responsible bidder. (See § 2.2-4319, Code of Virginia, 1950, as amended.)

## **Article 12: STANDARD FORMS**

The copies of the Form of Construction Contract, and AIA Document A312, Performance Bond and the Labor and Material Payment Bond are incorporated into the General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

## **Article 13: AWARD OF CONTRACT**

- (a) The Contract will be awarded as soon as possible to the lowest responsive and responsible bidder, provided its bid is reasonable and it is in the interest of the Authority to accept it. The Authority reserves the right to waive any informality in bids received when such waiver is in the interest of the Authority; also to accept any item in the bid unless otherwise specified by the Authority. Each bidder shall be prepared, if so requested by the Authority, to present evidence of its experience, qualifications and financial ability to carry out the terms of the Contract.
- (b) If the bid forms contain alternate prices, the Authority may in its sole discretion, unless otherwise specified in the invitation for bid, select whatever alternates it chooses to accept subsequent to the bid opening but prior to the determination of the low bidder. The low bidder shall be determined by comparing each bidder's bid total based on the sum of the base bid and the alternates selected by the Authority.
- (c) Pursuant to the Virginia Public Procurement Act, in the event the lowest responsible bid exceeds available funds for the project, the Authority may enter into negotiations with the lowest responsible bidder in an effort to arrive at a contract amount within the limits of available funds. In such event, the Authority will inform the bidder of the amount of funds available, and will negotiate in good faith toward achieving the funding limit, preferably without any change in the scope or other change in the Contract Documents. However, negotiations may include change in scope, quantity of materials, or other changes, so long as any such changes are within the general scope of the original design. If the Authority and bidder reach agreement, the Authority may award a contract in accordance with

procedures or actions approved by the Authority Board. The Authority may terminate negotiations at any time prior to the award of a contract, and proceed as otherwise permitted by the Virginia Public Procurement Act.

#### **Article 14: CONTRACT SECURITY**

For all contracts of Five Hundred Thousand Dollars (\$500,000.00) or more, the Contractor shall deliver to the Authority or its designated representative, an AIA Document A312, Performance Bond and Labor and Material Payment Bond, each fully executed by one or more surety companies legally authorized to do business in Virginia and each in an amount equal to one hundred percent (100%) of the original Contract Sum. The bonds shall be conditioned as set forth in § 2.2-4337 of the Code of Virginia, as amended. Sureties shall be selected by the Contractor subject to approval by the Authority. No contract shall be deemed to be in effect until the bonds have been approved by the Authority. For the purposes of all Labor and Material Payment Bonds entered into pursuant to this Article, the term “subcontractors” as used in § 2.2-4337 A.2 of the Code of Virginia is interpreted to mean any contractors who participated in the prosecution of the Work undertaken by the Contractor, whether such subcontractor had a direct contract with the Contractor or whether there were one or more other intervening subcontractors.

#### **Article 15: PROGRESS SCHEDULES**

- (a) The Contractor shall, within ten (10) days of receipt of notice of award, prepare and submit to the Authority and Engineer a schedule for the completion of the Work within the timeframe set forth in the Contract Documents. This progress schedule shall be related to the entire Project; shall include all the Work; and shall meet the time for completion requirements of the Contract. It shall include an allowance for anticipated delay caused by ordinary adverse weather conditions and shall provide for the expeditious and practical execution of the Work within the time requirements of the Contract Documents. The schedule shall set forth as much detail as deemed necessary by the Authority.
- (b) The Authority’s acceptance of the schedule is not a representation or agreement that the schedule is logical or can be performed in the time or sequence indicated, but only that the Authority approves of the construction in that time and in that sequence.

#### **Article 16: SHOP DRAWINGS, PRODUCT DATA and SAMPLES**

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instruction, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of Work.
- (c) Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards of quality and esthetics by which the Work will be judged.
- (d) The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Authority or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- (e) By preparing and submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.
- (f) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer’s approval of Shop Drawings, Product Data or Samples unless the Contractor had specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility of errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer’s approval thereof.

- (g) The Contractor shall direct specific attention, inviting or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.
- (h) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer. All such portions of the Work shall be in accordance with approved submittals.

#### **Article 17: MATERIALS, SERVICES, AND FACILITIES**

- (a) Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- (b) Manufactured articles, materials, and equipment shall be stored, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, and as approved by the Engineer.
- (c) Materials, supplies, and equipment shall be in accordance with samples, shop drawings, and catalogue cuts submitted by the Contractor and approved by the Engineer and Authority.
- (d) Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- (e) All Work included in this Contract shall be performed to the standards specified. The Contractor shall employ no plant, equipment, materials, methods or persons to which the Engineer or the Authority reasonably objects, and shall remove no plant, equipment or other facilities from the site of the work without permission of the Engineer and the Authority. The Contractor's failure to comply with these requirements will constitute a breach of Contract and as such may result in a termination of the Contractor by the Authority.

#### **Article 18: INSPECTION AND TESTING**

- (a) All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted industry standards and the Legal Requirements as defined in the Contract Documents.
- (b) If the Contract Documents or the Legal Requirements require any part of the Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall initiate and coordinate those inspections, test, or approvals with the proper authorities and shall give the Engineer and the Authority three (3) working days written notice of each such inspection. The Contractor shall then furnish the Engineer and the Authority with the required certificates of inspection, testing or approval. Unless otherwise specifically provided for, the Contractor shall bear all costs of such inspections, tests or approvals.
- (c) Inspection, test, or approvals by the Engineer or others will not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.
- (d) The Authority, the Engineer and their representatives shall at all times have access to the Work. In addition, authorized representatives and agents of any participating federal, state or local agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. All such records shall remain available and accessible during performance of the Contract and until three years from the date of Final Payment, or, in case of dispute, for a period of three years after resolution of the dispute, whichever is later. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- (e) If any work is covered without the approval of the Engineer contrary to requirements of the Contract Documents, it must, if requested by the Engineer or the Authority, be uncovered for its observation and then recovered at the Contractor's expense.

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

#### **Article 19: SUBSTITUTIONS**

- (a) After the Contract has been executed, the Authority and the Engineer will consider a written request for the substitution of products or materials specified by the Contract Documents. The Authority is not obligated to consider substitutions and such consideration is the Authority's sole discretion. By making requests for substitutions, the Contractor represents and certifies:
- (1) that the Contractor has personally investigated the proposed substitute product or material and determined that it is equal or superior in all respects to that specified by the Contract Documents.
  - (2) that the Contractor will provide the Authority with a warranty of the substituted product equal or superior to the warranty furnished in connection with the product or material originally specified by the Contract Documents.
  - (3) that the cost data presented is complete and includes all related costs under this Contract and Contractor waives all claims for any additional costs related to the substitution; and
  - (4) that the Contractor will coordinate the installation of the substituted product or material and that the Contractor will make all changes necessitated by the use of the substituted product without any additional cost to the Authority.

#### **Article 20: PATENTS**

The Contractor shall pay all applicable royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and save the Authority harmless from loss on account thereof, except that the Authority will be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers as specified is an infringement of a patent. However, if the Contractor has reason to believe that such particular process, design or product is an infringement, he shall be responsible for such loss unless he gives written notice to the Authority and the Engineer of the possible infringement.

#### **Article 21: SURVEYS, PERMITS, REGULATIONS**

- (a) The Authority will furnish all boundary surveys and establish all baselines for locating the principal component parts of the Work together with suitable number of benchmarks adjacent to the Work as shown in the Contract Documents.
- (b) Permits and licenses of a temporary nature necessary for the prosecution of the work, such as building, plumbing, and electrical permits, shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents. Permits, licenses, and easements for permanent use of structures or permanent changes in existing facilities shall be secured and paid for by the Authority unless otherwise specified.
- (c) The Contractor shall give all notices and comply with all permits and the Legal Requirements in the performance of the Work. The Contractor shall promptly notify the Engineer in writing if it comes to its attention that the Contract Documents are at variance with any such requirement.

- (d) If any permit, license or certificate expire, be revoked, terminated or suspended because of any act or omission of the Contractor, it shall not be entitled to any additional compensation for direct costs or to an extension of the Contract Time.
- (e) Permits obtained by the Authority for this Project are available for inspection in the Authority's offices.

#### **Article 22: PROTECTION OF WORK, PROPERTY AND PERSONS**

- (a) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, in compliance with industry standards and the Legal requirements. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction. In case of suspension of work for any cause whatever, the contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Work, provide for proper drainage and shall erect any necessary temporary structures, signs, or other facilities at its expense. During such period or suspension of work, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seedings, and sodding furnished under this Contract, and shall take adequate precautions to protect new growth and other important growth against injury. Contractor shall also notify owners of adjacent utilities when prosecution of the Work may affect them.
- (b) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in the Contract Documents.

#### **Article 23: SUPERVISION BY CONTRACTOR**

- (a) The Contractor shall supervise and direct the work. It shall be solely responsible for the means, methods, techniques, sequencers and procedures of construction. The Contractor shall employ and maintain on the work a qualified supervisor or superintendent ("Supervisor") and provide a resume of its experience. This Supervisor shall have been designated in writing as the Contractor's representative at the site and shall not thereafter be changed unless such change is approved by or directed by the Authority. The Authority shall have the right to approve this Supervisor or order its removal from the job site, which right shall not be unreasonably exercised. This Supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Supervisor shall be as binding as if given to the Contractor. This Supervisor shall be present on the site at all times as required to perform adequate supervision, control and coordination of the Work as determined by the Engineer or the Authority.
- (b) The Contractor shall be responsible to the Authority for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
- (c) The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer and the Authority in their administration of the Contract or by inspections, tests, or approvals required or performed by persons other than the Contractor.
- (d) Prior to commencing work, the Contractor shall check all work performed by others that is necessary for the execution of the Contractor's work and shall promptly report to the Engineer in writing any deficiencies in such work which render it unacceptable or unsuitable for the Contractor's Work or which will increase the cost of the Work. Failure to give such written notice shall relieve the Authority of any responsibility therefore. The Contractor shall be responsible for all elevations, grades, and proper fitting of its Work.



#### **Article 24: CHANGES IN THE WORK**

- (a) The Authority, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in Work shall be authorized by written Change Order signed by the Authority and the Engineer, and shall be performed under the applicable conditions of the Contract Documents.
- (b) The cost or credit to the Authority resulting from a change in the Work shall be determined in one or more of the following ways:

  - (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - (2) by unit prices stated in the Contract Documents or subsequently agreed upon;
  - (3) by cost to be determined in a manner agreed upon by the parties and a combined overhead and profit of 15% of such costs if the Contractor performs the work with its own forces, or 15% for the combined overhead and profit of a Subcontractor performing the work with its own forces and 5% for the Contractor; in no event shall the total mark-up for overhead and profit exceed 20% of the cost; or
  - (4) by the method provided in Article 25(c).
- (c) If none of the methods set forth above is agreed upon, the Contractor, provided it receives a Construction Change Directive signed by the Authority, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Article 25(b)(3) above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data of the costs for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, costs shall be limited to the following: cost of materials, including sales tax and cost of delivery,, cost of labor, including social security, unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; and rental value of equipment and machinery. The amount of credit to be allowed by the Contractor to the Authority for any deletion or change that results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- (d) The Engineer or the Authority also may at any time by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the work so ordered and should the Contractor believe that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Engineer and the Authority Written Notice thereof within ten days after the receipt of the Field Order. Failure to provide such written notice shall be deemed a waiver of any claims arising from or relating to the Field Order. Failure to proceed with work changed by a Field Order or a Change Order shall constitute a breach of contract and shall be cause for the termination of the Contract. All requests for a Change Order arising out of a Field Order must have a copy of the referenced Field Order attached.
- (e) Where the Work is contracted for on a unit price basis and the actual quantity of work for any pay item exceeds the estimated quantity by more than 25% of that amount stated in the Contract Documents, a Change Order will be issued for any increase or decrease in unit cost, which results from the increased work. If the quantity variation is such as to cause an increase in the time necessary for completion, the Authority shall, upon receipt of a written request for an extension of time, make an appropriate adjustment for extending the completion date in accordance with Article 26.

## **Article 25: CHANGES IN THE CONTRACT SUM OR OTHER RELIEF**

If the Contractor wants to make a claim for an increase in the Contract Sum, or for any other relief under the Contract, it shall give the Engineer and the Authority written notice of the claim within ten

(10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute any additional Work, except in an emergency endangering life or property. The notice shall set forth the basis for the claim and the relief or increase in the Contract Sum requested by the Contractor. After providing notice of its claim, Contractor shall provide the Authority and the Engineer with any information and/or documents requested by them to evaluate the claim. No such claim shall be valid unless so made. If the Authority and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer in accordance with Article 40(e). Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

- (a) If the Contractor claims that additional cost is required because of, but not limited to,
  - (1) any written interpretation of the Contract Documents;
  - (2) any order by the Authority to stop the Work where the Contractor was not at fault; or
  - (3) any Field Order directed change in the Work; the Contractor shall make such claim as provided in Article 25(a).

## **Article 26: TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- (a) All time limits stated in the Contract Documents are of the essence of the Contract.
- (b) The Contractor shall proceed with the Work with the diligence necessary to insure Substantial Completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Authority that the Contract Time for the completion of the Work described herein is a reasonable and adequate time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the Work.
- (c) If the Contractor shall fail to Substantially Complete the Work within the Contract Time, or extension of time granted by the Authority, then the Contractor shall pay to the Authority liquidated damages as specified in the Contract Documents for each calendar day after the date of Substantial Completion until the Work achieves Substantial Completion. Contractor agrees that the amount of liquidated damages is reasonable and waives any right it may have to contest the amount of liquidated damages as being unreasonable or a penalty. If liquidated damages are not set forth in the Contract Documents, Contractor shall be liable to Owner for any loss or damage arising from the Contractor's failure to complete the Work by the date of Substantial Completion.
- (d) If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Authority or the Engineer, or by any employee of either, or by any separate contractor employed by the Authority, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unusual and adverse weather conditions that could not be reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Authority, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.
- (e) Any claim for extension of time shall be made in writing to the Engineer and the Authority within (10) days after the commencement of the event giving rise to or causing the claimed delay; otherwise it shall be waived. The notice shall set forth the basis for the extension of time and any other relief requested by the Contractor. After providing notice of its claim, Contractor shall provide the Authority and the Engineer with any information and/or documents requested by them to evaluate the claim. In the case of a continuing delay only one notice of claim is necessary. The Contractor shall precisely identify the delay and its cause, and provide an estimate of the probable effect of such delay on the progress of the Work.
- (f) Contractor hereby expressly waives any claims against the Authority and the Engineer for any indirect or direct damages, costs or expenses which the Contractor or its Subcontractors may incur

as a result of any delay in the performance of the Contract, except and then only to the extent that the delay is caused by any act or omission of the Authority or the Engineer, or their agents or employees, and is due to causes within their control. In such event, Contractor may seek direct costs arising solely from the delay but shall not be entitled to any indirect costs including, without limitation, home office overhead costs. It is understood and agreed that the Contractor's sole and exclusive remedy in case of any noncompensable delay shall be an extension of the Contract Time, but only as determined in accordance with the provisions of the Contract Documents.

- (g) In the event that Contractor has incurred a delay for which it believes it is entitled to compensation under this Contract, it shall give the Authority written notice of that claim within ten (10) days of the commencement of the delay, and shall identify what it considers to be the cause of and expected duration of the delay.

#### **Article 27: CORRECTION OF WORK**

- (a) The Contractor shall promptly remove from the premises all work rejected by the Engineer or the Authority for failure to comply with the Contract Documents whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Authority and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- (b) Unauthorized work shall be any work done or materials ordered by the Contractor prior to receipt of the Notice to Proceed, previously rejected work incorporated into the Project, work done contrary to or regardless of the instructions of the Engineer, extra work performed without proper written authority, work done beyond the limits shown on the Plans, except as herein specified, any extra work done without written authority from the Engineer or the Authority, or any work done after discovery of a discrepancy, ambiguity, or inconsistency and before the Engineer provides any necessary instructions to the Contractor. The Authority shall not pay for unauthorized work. Unauthorized work may, at the Authority's sole discretion, be ordered removed or replaced at the Contractor's expense.

#### **Article 28: SUSPENSION OF WORK; THE AUTHORITY'S RIGHT TO STOP AND CARRY OUT THE WORK**

- (a) The Authority may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Authority.
- (b) **The Authority's Right to Stop the Work**

If the Contractor fails to correct defective Work as required, fails to carry out the Work in accordance with the Contract Documents, or if an emergency situation exists that threatens the safety of persons or property, the Authority, in addition to any other remedies it may have, by a written notice direct the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Contractor shall be liable to the Authority for any loss of damages arising from the stoppage of the Work including, without limitation, any loss or damage arising from a delay in the completion of the Work.

- (c) **Authority's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within two (2) days after receipt of written notice from the Authority to commence and continue correction for such default or neglect with diligence and promptness, the Authority may, after two (2) days following receipt by the Contractor of an additional written notice of its decision to do so, make good such deficiencies without prejudice to any other remedy it may have. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services or other services as may be required and made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority. All charges and back

charges made against monies otherwise owed to or due to the Contractor shall be deemed accepted unless the Contractor rejects them in writing to the Authority within ten (10) days of receipt and states fully its reasons for rejecting them.

#### **Article 29: TERMINATION**

- (a) If the Contractor is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it fails to supply sufficient skilled workmen or suitable materials or equipment, or if it fails to make prompt payments to subcontractors or for labor, materials or equipment, or if it refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will insure its completion within the Contract Time, or if it fails to complete the Work within the Contract Time required, or if it disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over the Work, or if it disregards the authority of the Engineer, or if it otherwise violates any provision of the Contract Documents, then the Authority may, without prejudice to any other right or remedy, seven (7) days after delivery of a written notice to the Contractor and its surety, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method it may deem expedient. In such case, the Contractor will not be entitled to receive any future payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess will be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Authority. Such cost incurred by the Authority will be determined by the Engineer and incorporated in a Change Order.
- (b) If termination for cause by the Authority is deemed to be improper, it shall be deemed a termination for convenience.
- (c) Where the Contractor's services have been so terminated by the Authority, the termination shall not affect any rights the Authority then has or that may thereafter accrue against the Contractor. Any retention or payment of monies by the Authority due the Contractor will not release the contractor from compliance with the Contract Documents.
- (d) **Termination for Convenience**

The Authority may, effective not less than after seven (7) days from delivery of a written notice to the Contractor, without cause and without prejudice to any other rights or remedies it may have, terminate this Construction Contract for its own convenience for any reason. When this Construction Contract has been terminated for convenience, the Contractor shall be paid only for Work performed through the date of termination. The Contractor shall not be entitled to anticipated profits on unperformed portions of the Work.

#### **Article 30: USE OF THE PREMISES**

- (a) The Authority will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work or the restoration of any damaged work, except such as may be caused by agents or employees of the Authority.
- (b) Prior to Substantial Completion, the Authority, with the concurrence of the Contractor, may use any completed or substantially completed portion of the Work. Such use shall not constitute a final acceptance of such portions of the Work unless otherwise stated so in writing.

#### **Article 31: PAYMENTS TO THE CONTRACTOR**

- (a) Prior to submitting its first application for payment, the Contractor shall submit to the Authority and the Engineer a schedule of values allocating the costs of the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as may be required by the Authority and the Engineer. This schedule, as approved, shall be used as a basis for

Contractor's applications for payment, which shall be submitted on the current edition of the AIA Application and Certification for Payment ("Application for Payment"), AIA Document G702.

- (b) At least twenty days before each progress payment falls due (but not more than once a month), the Contractor, the Engineer, and the Authority shall meet at the Project to determine the percentage of completion of the individual items in the schedule of values. If no agreement is reached, the Contractor shall prepare its Application for Payment using percentages it considers correct. Thereafter, the Contractor shall submit to the Engineer three (3) copies of its completed and signed Applications for Payment covering the work performed during the period of the Application for Payment and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the Engineer, as will protect the Authority's interests therein, including applicable insurance. See Article 32(c). The Engineer will, within fifteen days after receipt of each Application for Payment, either certify in writing its approval of payment for an amount based either on the agreed percentages of completion or the percentages the Engineer considers correct and present the Application for Payment to the Authority, or return the Application for Payment to the contractor stating in writing its reasons for refusing to approve payment. If payment has been refused, the Contractor may make the necessary corrections and resubmit the Application for Payment to the Engineer. The Authority will, within thirty days of its receipt of an approved Application for Payment, pay the Contractor a progress payment in the amount certified by the engineer, unless the Authority has reason to refuse payment of that amount in whole or in part, in which event it shall state its reasons in writing to the Contractor. The Authority will retain five (5) percent of the amount of each payment due until final completion and acceptance of all work. However, the Authority may, in its sole discretion, reduce the amount retained to 150% of the value of work remaining when the work is substantially complete. The decision to reduce retainage and the amount of such reduction shall be solely that of the Authority. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages less authorized deductions. Prior to receiving each payment, and as part of its Applications for Payment, the Contractor shall certify in writing that it has made payment from the proceeds of prior payments and that it will make timely payments from the proceeds of progress and final payment then due it, to its subcontractors and suppliers in accordance with its contractual arrangement with them. If requested by the Authority, the Contractor shall provide evidence of such payments, including affidavits by subcontractors and suppliers.
- (c) The Application for Payment may also include an allowance for the cost of major materials and equipment not yet incorporated in the Work. When requested in writing by the Contractor and approved in writing by the Authority, payment will be made for nonperishable major material and equipment delivered and properly stored at the Work site or other approved site. Material for which payment has been made, wholly or partially, shall not be removed from the Work site or other approved site unless authorized by the Authority in writing.
- (d) The Contractor shall indemnify and save the Authority and its agents harmless from all losses, damages, liabilities, including attorney's fees, arising out of the demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the Work. The Contractor shall, at the Engineer's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Authority may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor will be resumed in accordance with the terms of the Contract Documents. In no event, however, shall the provisions of the foregoing sentence be construed to impose any obligations upon the Authority to either the Contractor, its Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Authority will be considered as a payment made under the Contract Documents by the Authority to the Contractor and the Authority will not be liable to the Contractor for any such payments in good faith.
- (e) If the Authority fails to make a payment when due under the terms of this Contract, interest shall accrue on monies due and owing at the rate of 3% per annum commencing sixty (60) days after the date the payment was due.

- (f) The Authority may reduce in whole or in part any approved Application for Payment, whether or not it has been paid, to the extent necessary to protect the Authority from loss because of:
- (1) defective Work not remedied;
  - (2) failure to timely or properly pay Subcontractors;
  - (3) evidence that the Work cannot be completed for the amount remaining to be paid; or
  - (4) damage to the Authority;
  - (5) a persistent failure to carry out the Work in accordance with the Contract Documents.

#### **Article 32: SUBSTANTIAL COMPLETION OF THE WORK**

- (a) When the Contractor considers that the Work or, if agreed to by the Authority, a designated portion thereof is Substantially Complete as defined in Article 1, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The 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. When the Engineer on the basis of its inspection determines that the Work or designated portion thereof is Substantially Complete, it will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Authority and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Authority and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
- (b) Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Authority shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

#### **Article 33: FINAL COMPLETION AND FINAL PAYMENT**

- (a) Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, it will promptly issue a final Certificate for Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance stated therein is due and payable to the Contractor. If the Contractor has completed all of the requirements and conditions, Final Payment shall be made within 30 days of receipt of the Contractor's Application. The Engineer's Final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Article 32(b) have been fulfilled.
- (b) Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Authority or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) if required by the Authority, other data establishing payment or satisfaction of all such obligations, such as receipts, release and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Authority, (4) two (2) binders containing all product and equipment manuals, warranties and guarantees, and (5) as-built drawings. If any Subcontractor refuses to furnish a release or waiver required by the Authority, the Contractor may furnish a bond satisfactory to the Authority to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all

monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- (c) If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Authority shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance of the Contract Sum is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall then be made under the terms and conditions governing final payment. However, that payment shall not constitute a waiver of any claims the Authority may then or thereafter have.
- (d) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing, properly reserved pursuant to these General Conditions, and identified by the Contractor as unsettled at the time of the final Application for Payment. Such contractual claims, whether form money or other relief, shall be submitted in writing not later than 60 days after final payment. The Authority's Capital Programs Director shall review such contractual claims and issue a final decision in writing within 90 days after receipt.

#### **Article 34: INSURANCE**

##### **(a) Contractor's Liability Insurance**

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- (4) claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- (5) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and
- (6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- (1) Premises Operations (including X, C and U coverage);
- (2) Independent Contractor's Protective;
- (3) Products and Completed Operations;
- (4) Personal Injury Liability with Employment Exclusions deleted;
- (5) Contractual, including provisions for indemnity obligations under this Agreement;

- (6) Owned, non-owned and hired motor vehicles;
- (7) Broad Form Property Damage including Completed Operation

Contractor shall have and maintain the following insurance in the amounts set forth below unless otherwise agreed to by the Owner in writing:

- (1) Workers' Compensation Insurance in an amount as required by state law. Workers' Compensation per statutory limits and employer's liability in the following minimum amounts: EL Each Accident - \$500,000, EL Disease Policy Limit - \$500,000, EL Disease Each Employee - \$500,000.
- (2) Commercial General Liability Insurance including coverage for bodily injury, property damage, contractual liability and products/completed operations with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Property damage coverage shall include coverage for explosion, collapse and underground hazards. Coverage for products/completed operations shall extend for a period of three (3) years after the date of substantial completion. Property damage in the amount of not less than \$1,000,000 for any one accident. Additional limits may be required.
- (3) Comprehensive Automobile Liability Insurance for bodily injury and property damage with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- (4) Excess or Umbrella insurance supplementing coverage under the Commercial General Liability, Comprehensive Automobile Liability Insurance and Employer's Liability Insurance policies with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate

The Contractor shall endorse the Authority on its insurance policy as an additional insured to protect the interests of the public. Certificates of Insurance and Additional Insured Endorsements acceptable to the Authority shall be filed with the Authority prior to commencement of the Work. These Certificates and Endorsements shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Authority. Insurance certificates must include an additional insured endorsement naming the following as an additional insured: "The Northern Virginia Regional Park Authority, its officers, directors, agents, employees, and volunteers." The endorsement must be completed on endorsement form CG 20 10 11 85 or CG 20 10 07 04 or such other form acceptable to the Authority.

(b) **The Authority's Liability Insurance**

The Authority shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under the Contract.

(c) **Property Insurance**

Unless otherwise provided, the Authority shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Authority, the Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Authority does not intend to purchase such insurance for the full insurable value of the entire Work, it shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance that will protect the interests of itself, its Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Authority. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the



Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

- (d) The Authority shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Authority, the Contractor, Subcontractor and Sub-subcontractors in the Work
- (e) Any loss insured under Article 34(c) is to be adjusted with the Authority and made payable to the Authority as trustee for the insured's, as their interests may appear. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to its Sub-subcontractors in similar manner.
- (f) If the Contractor requests in writing that insurance for risks other than those described in Article 34(c) or (d) or other special hazards be included in the property insurance policy, the Authority may, if possible and in its sole discretion, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- (g) The Authority and the Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Engineer and separate contractors, if any, and their subcontractors, sub-contractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to Article 34(c) or (d) or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Engineer as trustee. The foregoing waiver afforded the Engineer, its agents and employees shall not extend to the liability imposed by Article 36(a). The Authority or the Contractor, as appropriate, shall require of the Engineer, separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Article 34(g).
- (h) If required in writing by the Contractor, the Authority as trustee shall, upon the occurrence of an insured loss, deposit in a separate account any money so received, and shall distribute it in accordance with the interests of the parties. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.
- (i) The Authority as trustee shall have power to adjust and settle any loss with the insurers.
- (j) If the Authority finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Authority and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

#### **Article 35: ASSIGNMENTS**

Neither the Contractor nor the Authority shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its rights, title, or interest therein, or its obligations thereunder, without written consent of both parties.

#### **Article 36: INDEMNIFICATION**

- (a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, the Engineer and their agents, officers, directors and employees from and against all claims, damages, losses and expense, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Article.

- (b) In any and all claims against the Authority or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit act.
- (c) The Authority shall retain such monies due or to become due the Contractor under the Contract as considered necessary by the Authority until such suits, claims for damages costs or losses have been settled or otherwise disposed of or satisfactory evidence to that effect has been furnished to the Authority.

#### **Article 37: CONTRACTOR LIABILITY**

The Contractor shall be liable to Authority for all costs the Authority incurs as a result of the Contractor's failure to perform this Contract in accordance with its terms. The Contractor's failure to perform shall include the failure of its suppliers and or Subcontractors of any tier to perform. Contractor's liability shall include, but not be limited to, (1) damages, liquidated damages, and other delay costs payable to the Authority; (2) the Authority's increased costs of performance, such as extended overhead and increased performance costs resulting from Contractor-caused delays, improper Contractor work, or termination of the Contractor; (3) warranty and rework costs; (4) liability to third parties; (5) excess costs; and (6) attorney's fees and related costs.

#### **Article 38: SEPARATE CONTRACTS**

- (a) The Authority reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The commencement of work by the Contractor shall indicate an acceptance of the previous contractor's work.
- (b) The Authority may perform additional work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor shall afford the other contractors who are parties to such contracts, the Authority, if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate it Work with theirs.
- (c) If the performance of additional work by other contractors or the Authority is not specified in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Authority or others will result in additional expense to the Contractor or entitle it to an extension of the Contract Time, it may make a claim therefore as provided in Articles 25, 26 and 27.

#### **Article 39: SUBCONTRACTING**

- (a) The Contractor may utilize the services of Subcontractors – which will have been approved by the Authority prior to commencement of the work – on those parts of the Work that, under normal contracting practices are performed by Subcontractors. The Contractor shall submit a list of proposed Subcontractors prior to commencement of the Work for the Authority's review and approval. The Contractor shall not employ a Subcontractor to which the Authority may object. The Authority shall not withhold its approval unreasonably.
- (b) The Contractor shall not award work to a single Subcontractors in excess of 50 percent of the

**Contract Price without prior written approval of the Authority.**

- (c) The Contractor shall be fully responsible to the Authority for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of person directly employed by it. The Contractor shall be fully responsible for the coordination of the work of the trades, Subcontractors and suppliers, and their officers, agents and employees.
- (d) By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by the Contract Documents, assumes toward the Authority and the Engineer. The agreement shall preserve and protect the rights of the Authority and the Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by these Documents, has against the Authority. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph and identify to the Subcontractor any terms and conditions of the proposed Subcontract that may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.
- (e) Nothing contained in the Contract Documents shall create any contractual arrangement between any Subcontractor and the Authority.
- (f) Within seven (7) days after receipt of amounts paid to it, contractor shall either:

  - (1) Pay its subcontractors for the proportionate share of the total payment received attributable to the work performed by the subcontractor under the contract; or
  - (2) Notify the Authority and subcontractor in writing of his intentions to withhold all or part of the subcontractor's payment with the reasons for the nonpayment.
- (g) Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor that the contractor is subject to in subparagraph (f) and Article 32(e).

#### **Article 40: ENGINEER**

- (a) The Engineer will act as the Authority's representative during the construction period and until final payment.
- (b) The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize itself and determine in general if the work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of its on-site observations, it will keep the Authority informed of the progress of the Work, and will endeavor to guard the Authority against defects and deficiencies in the Work of the Contractor.
- (c) The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and it will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. This Article shall in no way change the Engineer's responsibilities or liability to Authority.

- (d) The Engineer will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make a written request to the Engineer for such interpretations.
- (e) Claims, disputes, and other matters in question between the Contractor and the Authority relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision, which it will render in writing within a reasonable time. Unless the Contractor provides written notice to the Authority and the Engineer of any objection to the Engineer's decision, the Engineer's decision shall be final and binding.
- (f) All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. The Engineer will endeavor to secure faithful performance by both the Authority and The Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- (g) The Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents and agreed to by the Authority.
- (h) The parties agree to perform the Work, accept the interpretation or otherwise follow the decision of the Engineer so as to not delay the progress of the Work. Notwithstanding this provision, the Authority may stop the Work pending a judicial review of the Engineer's decision.
- (i) The Engineer will have authority to reject Work, which does not conform to the Contract Documents.
- (j) The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (k) The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Authority for the Authority's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Article 34.
- (l) Notwithstanding any other provision to the contrary, Article 40(e) to (h) shall not apply to this project if there IS no Project Engineer.

#### **Article 41: WARRANTY**

- (a) The Contractor warrants to the Authority and the Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be performed in a good and workmanlike manner and will be of good quality, free from faults and defects and in conformance with the Contract Documents and the Legal Requirements. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence of the kind and quality of materials and equipment.
- (b) The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bar all costs of correcting such rejected Work, including compensation for the Engineer's additional services made necessary thereby.
- (c) If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Authority of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance

with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Authority to do so unless the Authority has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Authority shall give such notice promptly after discovery of the condition.

#### **Article 42: CONTRACTUAL DISPUTES**

Contractual claims, whether for money or for other relief, shall be submitted in writing not later than (60) sixty days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. A written decision upon any such claims will be made by the Authority within thirty (30) days after submittal. The Contractor may not institute legal action prior to receipt of the Authority's decision on the claim unless it fails to render such decision within 120 days. The decision of the Capital Programs Director or other signatory on the Contract shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in § 2.2-4364 of the Code of Virginia. Failure of the Authority to render a decision within 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Authority's failure to render a decision within the time allotted shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Code of Virginia has established for contractual claims under this Contract.

Revised 1/10/18

## **CONSTRUCTION CONTRACT**

This Construction Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between NOVA Parks, 5400 Ox Road, Fairfax Station, Virginia 22039 ("Authority"), and \_\_\_\_\_, (Contractor) for the project known as \_\_\_\_\_.

### **Article 1.**

1.1 The Contract Documents consist of this Construction Contract, the Conditions of the Contract (General Supplementary, Special, and other Conditions), the Drawings, the Specifications, all standard details that apply to any portion of the Work, and all addenda issued prior to, and Change Orders issued after execution of this Construction Contract. The Contract Documents are more specifically listed in Exhibit A. Minimum contractor's liability insurance amounts are listed in Exhibit B.

### **Article 2. The Work**

2.1 The Contractor shall furnish all labor, materials, and equipment necessary to perform as shown, indicated or reasonably implied by the Contract Documents. The Work shall be done in strict accordance with the Contract Documents and all applicable federal, state, and local governmental specifications and requirements.

### **Article 3. Time of Commencement and Completion**

3.1 The Contract Time will begin to run on the date indicated in the Authority's written Notice to Proceed. The Contractor shall start the Work within five (5) days of the date of the Notice to Proceed. The Contractor shall prosecute the work in such a manner as to achieve Substantial Completion of the base portion of the work within the time limits indicated in the Supplemental General Conditions.

3.2 If the Work is not Substantially Completed within the time required, as that time may be adjusted by Change Orders, there shall be imposed on the Contractor Liquidated Damages of \$300.00 per calendar day for each day beyond the Contract Time it takes to substantially complete the Work. Contractor is specifically referred to the General Conditions regarding its duties to notify the Authority in writing of any delays caused to it during the Work. The Liquidated Damages amount shall, in no event, be considered a penalty or other than the liquidated and adjusted damages to the Authority because of the delay. The Contractor and its surety agree that the stated sum per day shall be deducted and retained out of the monies which may become due hereunder and if not so deducted, the Contractor and its surety shall be liable, therefore.

### **Article 4. Contract Sum**

4.1 Authority agrees to pay Contractor \_\_\_\_\_ (Dollars) (\$00.00) for the Work including the Proposal as broken down on the attached Budget form from Lardner/Klein Landscape Architects, PC, subject to additions and deductions by Change Order.

4.2 The Authority shall make monthly progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of each month. Not later than fifteen (15) days after the end of the period covered by the Application for Payment, Contractor will submit to the Architect a Request for Payment based on the payment schedule of values agreed to by the Architect. The Contractor's submission of its Application for Payment, the Authority's and Architect's review, and the Authority's payment of progress and final payments shall all be in accordance with the General Conditions.

### **Article 5. Miscellaneous Provisions**

5.1 This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

5.2 During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of subparagraphs A, B, and C above, in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

5.3 These terms and provisions supersede all previous communications, representations, or agreements, either oral or written, between the parties with respect to the subject matter of this Contract. This Agreement is entered into as of the day and year first written above.

#### **NOVA Parks**

#### **CONTRACTOR**

Company: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Exhibit A - Contract Documents**

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#### **Exhibit B - Contractor's Liability Insurance**

- General liability in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Property damage in the amount of not less than \$1,000,000 for any one accident. Additional limits may be required.
- Umbrella policy for not less than \$1,000,000.
- Auto liability insurance for not less than \$1,000,000 combined single limits.
- Workers' Compensation per statutory limits and employer's liability in the following minimum amounts: EL Each Accident - \$500,000, EL Disease Policy Limit - \$500,000, EL Disease Each Employee \$500,000.
- Contractor shall endorse the Authority on its insurance policy as an additional insured using form CG 20 10 11 85 or CG 20 10 07 04.