



COMMONWEALTH OF VIRGINIA

County of Henrico

RFP No. 20-1996-3JOK

DEPARTMENT OF FINANCE
Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

March 12, 2020
Request for Proposal ("RFP")
Professional Architectural and Engineering
Services - Henrico Police Division - New Police
South Station

Your firm is invited to submit a proposal to provide architectural and engineering services for the New Police South Station for the Henrico Police Division in accordance with the enclosed Specifications and General Terms and Conditions. The submittal, consisting of the **original proposal, six (6) additional hard copies, and an electronic copy (both in full and redacted versions) in a ".pdf" format on a USB/Flash Drive device** will be received no later than March 27, 2020 at 2:00 p.m.

IN PERSON OR SPECIAL COURIER County of Henrico Department of Finance Purchasing Division 8600 Staples Mill Road Henrico, VA 23228	OR	U.S. POSTAL SERVICE County of Henrico Department of Finance Purchasing Division P.O. Box 90775 Henrico, VA 23273
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This RFP and any addenda are available on the County of Henrico website at:
<http://henrico.us/finance/divisions/purchasing>. To receive an email copy of this document, please contact
kno008@henrico.us.

Time is of the essence, and all proposals received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Offerors are responsible for ensuring that the Purchasing Division personnel stamp their proposal by the deadline indicated.

Packages containing proposals shall be placed in a sealed container (i.e. opaque envelope, box, etc.), addressed to Oscar Knott at the location(s) stated above, and labeled with the following information:

Proposal for Professional Architectural and Engineering Services - Henrico Police Division - New Police South Station

RFP No.: 20-1996-3JOK

Name of Offeror

Address of Offeror

Receipt/Closing Date: March 27, 2020 at 2:00 p.m.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the **Board of Supervisors of Henrico County, Virginia**.

Should you have any questions concerning this RFP, please contact Oscar Knott at kno008@henrico.us by no later than March 18, 2020.

Very truly yours,
Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

Oscar Knott, CPP, CPPO, VCO
Assistant Division Director

I. **INTRODUCTION**

A. Purpose.

The County of Henrico, Virginia (the “County”), Department of General Services (“DGS”) is seeking proposals from qualified and experienced architectural firms to provide professional design services for a new Police South Station to be located at 640 N. Airport Drive, Highland Springs, VA 23075.

B. Background.

The County is located in central Virginia in the Greater Richmond Region, covering approximately 245 square miles. The Henrico Police Division (“Henrico Police”) is the primary law enforcement agency in the County and currently provides services for approximately 335,000 citizens and visitors. Henrico Police has multiple operation units and functions including Crash Traffic Team, Animal Protection, Motor Unit, Community Policing Section (Crime Prevention), Marine Patrol Unit, Metro Aviation Unit, Motorist Assistance, and Safety Officer (School Crossing Guards). Currently, Henrico Police operates 3 stations, including the Fair Oaks Substation (“Fair Oaks”) located at 561 Eastpark Court in Sandston, where the facility lease will expire on January 31, 2022. The new Police South Station will replace the Fair Oaks Substation and will be ready for move-in by January 1, 2022.

Fair Oaks is approximately 16,200 square feet (12,800 of police administration and 3,400 square feet of garage space). Functions of the facility include 24/7 operations for Patrol Bureau, Special Operations Group, Community Policing and Criminal Investigations as related to the specific duties and assignments in this area of the County. The current number of personnel domiciled at Fair Oaks includes 105 patrol personnel, 49 special operations personnel, and 6 community personnel for a total of 160 of personnel. Fair Oaks includes an evidence and packaging area allowing officers to avoid traveling to another location across the County to package and store evidence, assuring manpower needs are not compromised with travel time to another facility to package evidence. Additionally, Fair Oaks serves as a headquarters for South Station and Community Center as the County progresses toward Community Related functions.

Henrico Police has outgrown Fair Oaks in several aspects including overall lack of sufficient building square footage for personnel, sufficient parking for patrol and personal vehicles for officers that live outside the County, and inadequate garage space for the Special Operations and Community vehicles required to be garaged and kept out of the weather. As a result, Henrico Police has a need to replace the Fair Oaks facility with a new Police South Station to be located 640 N. Airport Dr., GPIN # 828-724-9181 which is 11.2 acres. The site provides sufficient space to meet the current and future needs of Henrico Police’s new Police South Station and future canine training.

II. SCOPE OF SERVICES

The Successful Offeror shall provide all professional architectural and engineering services necessary to design a 16,500 square foot building that meets the minimum and additional facility requirements described in Section II.

A. Minimum Facility Requirements.

Minimum facility requirements include, but are not limited to the following:

1. Parking Lot
The Parking Lot shall include a minimum of two entrance / exit points, one hundred parking spaces, fenced and gated.
2. Garage
A drive through garage a minimum of 5,400 square feet with 3-drive through bays. The garage shall sufficiently house the following:
 - a. Vehicles;
 - b. Heavy duty shelving for storage;
 - c. Equipment cage;
 - d. Ice machine; and
 - e. Upper level storage area.
3. Administration Office Space
Administration Office Space shall include a minimum of three offices (two captains and one administrative lieutenant) and an administrative assistant area with access to view the lobby with close proximity to administrative staff.
4. Directed Action Response Team ("DART")
Shall be in close proximity to the administrative lieutenant and shall be sufficient for six officers with changing room and lockers.
5. Lobby
Shall have a glass soft interview room with video monitoring/recording directly off lobby and unisex bathroom.
6. Patrol
The space for Patrol shall include three lieutenant offices, one large sergeant office to accommodate six workspaces, and a side office off of the sergeant's office for small conferences.
7. Detectives
The space for Detectives shall include office space, interview rooms and shall include digital IP for MDT capabilities.
8. Community Officer
The space for Community Officer shall include office space to include digital IP for MDT capabilities.
9. Quiet Room
Shall include digital IP for MDT capabilities.
10. Evidence Room
The Evidence Room space shall be a large space with work area, table space, cabinets and shelving for supplies, additional evidence lockers and shall include fans and ventilation.
11. Interview Room
The Interview Room shall be located in close proximity to the sergeant's office with a video interview capturing system with glass walls and door.

12. Off-going Briefing Room
13. Mailroom
14. Briefing / Community Room
The Briefing / Community Room shall have a minimum capacity of 50 people with up-to-date electronics for training purposes.
15. Conference Room / Command Center
16. Special Operations (5 separate spaces)
 - a. Special Operations Space 1 shall include a minimum of one small lieutenant office, two small sergeant offices, one large office for a minimum of four officers with closet space.
 - b. Special Operations Space 2 shall include a minimum of one small lieutenant office, three small sergeant offices, one large multipurpose room to accommodate six desks for officers (shelving for equipment, large closet for additional storage, and whiteboard electronic screen), and two or more lockers.
 - c. Special Operations Space 3 shall include a minimum of one large office to accommodate two desks, shelving and work benches.
 - d. Special Operations Space 4 shall include one medium office to accommodate two desks and shelving.
 - e. Special Operations Space 5 shall include one cage storage area divided into three areas with shelving for each unit.
17. Fitness Room
The Fitness Room space shall at a minimum include two mounted large industrial fans and a mounted flat screen television and be large enough to adequately service an area including the existing fitness equipment at Fair Oaks.
18. Restrooms / Locker Rooms
Men's and women's restrooms shall be located in the public lobby. Staff men's restroom shall include a minimum of 2 toilet stalls, 2 urinals, 2 sinks, 2 showers, and 50 each 15" full height lockers with 2 wall mounted medium industrial fans. Staff women's restroom shall include a minimum of 2 toilet stalls, 2 sinks, 2 showers, and 20 each 15" full height lockers with 2 wall mounted medium industrial fans.
19. Electrical and Data Room(s)
The Electrical and Data Room(s) shall be located to accommodate future facility expansions / and upgrades within the facility for internet/intranet, wi-fi, and other computer and IT needs.
20. Janitor Closet
The Janitor Closet shall be located within the building, but not in the lobby.
21. Breakroom
The Breakroom shall have space for two refrigerators (one supplied by Police and one supplied by the Offeror), space for a microwave (appliance supplied by Police), vending machine area, and three tables and associated chairs.
22. Bullet Resistance
The facility shall have a bullet resistant separation between the lobby area and adjoining administrative spaces.
23. Security Cameras

Security cameras shall be supplied at entrances facing entryways, in parking lots, and in the lobby.

24. Target Hardening

The facility shall include target hardening solutions such as concrete posts at entrances and on the exterior in front of offices located along the exterior walls. Additionally, exterior walls shall be constructed of materials that resist impact and have ballistic resistant properties.

25. Information Technology

The facility shall have cellular bi-directional amplifier/repeater ("BDA"), radio BDA, and Wi-Fi capabilities.

B. Additional Facility Requirements.

The facility shall be designed and constructed in a manner to allow for future expansion to include a canine training space. The future facility will include canine training space to include 2,500 square feet addition of office space and 1 acre of concealed and fenced outdoor training space. Office space will consist of 1 office, space for 4 workstations/cubicles, breakroom, classroom space, a unisex restroom with shower, storage space for both canine and equipment needs, canine washroom, and janitorial closet. Canine kenneling shall accommodate a minimum of 6 canines, be both indoor and outdoor with appropriate watering facilities.

C. Phases of Service.

The Successful Offeror shall provide all professional architectural and engineering services in the following phases:

1. Schematic/Preliminary Development Phase.

Upon the approval for the project requirements by DGS, the Successful Offeror shall:

- a. Prepare design of preliminary documents consisting of preliminary drawings and specifications for approval by DGS;
- b. Submit to DGS one full set of drawings and specifications for review and comment at 100% completion of the Schematic/Design Development Phase;
- c. Submit a statement of probable project construction cost and budget; and
- d. Attend meetings with DGS to discuss the schematic/preliminary drawings.

2. Design Development Phase.

Upon the approval of schematic drawings and specifications by DGS, the Successful Offeror shall:

- a. Prepare preliminary design drawings and specifications for approval by DGS;
- b. Submit to DGS one full set of drawings and specifications for review and comment at 100% completion of the Design Development Phase;
- c. Submit a statement of probable project construction cost;
- d. Assist DGS in the submission of documentation for code or agency approval such as the County of Henrico Plan of Development ("POD"); and
- e. Attend meetings with DGS to discuss the design drawings.

3. Construction Document Phase.
Upon the approval of the design development documents by DGS, the Successful Offeror shall:
 - a. Prepare working drawings and specifications that the County may solicit bids for the construction of the project;
 - b. Submit one full set of drawings and specifications to DGS at the 35%, 65%, 95% and 100% complete phases;
 - c. Advise the Owner of any adjustments to previous statements of probable project construction cost;
 - d. Assist in the submission of any documentation for code or agency approval, such as the County of Henrico Building Permits; and
 - e. Attend meetings with DGS to discuss the construction drawings.

4. Bidding Phase.
During the bidding phase of the construction project, the Successful Offeror shall:
 - a. Conduct a pre-bid meeting to review drawings and specifications and answer contractor questions;
 - b. Provide documentation required for the issuance of addenda;
 - c. Complete formal evaluation of bids;
 - d. Provide a formal award recommendation to DGS; and
 - e. Provide DGS with a complete record CAD drawings and specifications for the bidding phase.

5. Construction Administration Phase.
During the construction administration phase, the Successful Offeror shall:
 - a. Attend pre-construction conferences and bi-weekly construction meetings with the contractor;
 - b. Review construction schedules;
 - c. Monitor and inform DGS on the progress of the work;
 - d. Review shop drawings and other required submittals;
 - e. Review and approve materials, equipment and tests thereof;
 - f. Maintain accounts of the work including the issuance of change orders at the direction of DGS;
 - g. Review the contractor's applications for payment and issue Certificates for Payment in approved amounts;
 - h. Provide on-site observation of the work;
 - i. Conduct site visits as required in accordance with the schedule for the project, but no less than 2 per month while the work is in progress and provide a written report to DGS after each visit indicating the date, time of day, and the names of the persons representing the Successful Offeror and any problems noted; and
 - j. Provide qualified persons from each design phase to be available, if and when required, to support necessary site visits.

6. Project Closeout/Warranty Phase
After the construction administration phase, the Successful Offeror shall:
 - a. Provide documentation to DGS that all work has been completed;

- b. Review all warranties and as-builts submitted by the Contractor and deliver to DGS; and
- c. Conduct a 12-month facility and equipment inspection and provide a report to DGS concerning the condition.

D. Delivery.

The Successful Offeror shall complete the Schematic/Preliminary Development, Design Document, and Construction Document Phases by October 8, 2020 to allow for an October 8, 2020, Invitation To Bid posting for the project. Construction services are estimated to be thirteen months with the facility opening in January 2022. The following represents a tentative high-level outline of overall project delivery process:

POD Submission	Early July 2020
POD Completion	September 2020
Construction Bidding	October 2020
Construction Start	November 2020
Construction Complete	December 2021
Furniture and Move	January 2022

E. POD.

Due to the expedited timeline for this project, the Henrico County Planning Department has agreed to process this project under the POD Fast Track Process – Silver Program. This will reduce the review times for each submission and for each reviewing entity. The Successful Offeror and their sub-consultants shall execute an agreement (**Attachment G**) to participate in the POD Fast Track Process – Silver Program and will meet the required response and resubmission time frames.

III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract. The County’s representative shall have ten days to review and comment on documents provided by the Successful Offeror for each phase submittal.

IV. ANTICIPATED PROCUREMENT SCHEDULE

The following represents a tentative outline of the process currently anticipated by the County. Offerors shall be prepared to meet the anticipated schedule, specifically in regards to interview and negotiation dates.

Request for Proposal Distributed	March 12, 2020
Receive Questions By	March 18, 2020
Receive Written Proposals	March 27, 2020 at 2:00 p.m.
Conduct Interviews of Selected Offerors	April 6, 2020
Conduct Negotiation with Offeror	April 7 – 16, 2020
Fee Proposal Due	April 10, 2020
Board of Supervisors Contract Award	April 28, 2020
Contract Execution	May 12, 2020

V. **GENERAL CONTRACT TERMS AND CONDITIONS**

In addition, provisions of the AIA B-151 (1997 version as modified by Henrico County) shall also be required (***Attachment F***).

A. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. **Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The basis of the contract (***Attachment F***), shall include AIA Document B151-1997, Abbreviated Standard Form of Agreement Between Owner and Successful Offeror, with contract attachments (B151 Attachments) that include AIA Document A201-1997 (General Conditions for the Contract for Construction) and Supplementary Conditions to the General Conditions of the Contract for Construction, AIA Document A201, 1997.

The County required provisions are provided integral to the aforementioned documents.

Variables contained in the contract that shall be negotiated include final scope of work, fees, fee schedule and work/completion unless agreed to otherwise in writing by both parties. County required provisions integral to the aforementioned document. Additional variables to be negotiated in this agreement are limited to the final scope of work, project deliverables, fees, hourly rates and project delivery schedule for design, construction administration and warranty period.

4. The Contract resulting from this RFP is not assignable.
5. The contract resulting from this RFP as well as contracts required for the construction and furnishings will be determined by DGS.
6. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. **Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did

not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

Reference draft contract (**Attachment F**), Paragraphs 10.3 and 11.5.2.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

Reference draft contract (**Attachment F**), Paragraph 9.12.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, 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) include the provisions of the foregoing clauses 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 a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom 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 contract.

H. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by 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.
 - 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.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

J. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County’s sole negligence.

Reference draft contract (**Attachment F**), Paragraphs 12.1, 12.2 & 12.3.

K. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications (**Attachment E**).

Reference draft contract (**Attachment F**), Paragraphs 12.4, 12.5, 12.6 & 12.7.

L. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

M. Offeror's Performance

Reference draft contract (**Attachment F**), Paragraph 9.12.

N. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

Reference draft contract (**Attachment F**), Paragraphs 12.4, 12.5, 12.6 & 12.7.

O. Record Retention and Audits

Reference draft contract (**Attachment F**), Paragraph 9.12.

P. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Reference draft contract (**Attachment F**), Paragraph 9.14.

Q. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on eBid at www.ebidexchange.com/henrico.

R. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

Reference draft contract (**Attachment F**), Paragraph 9.5.1.

S. Taxes

Reference draft contract (**Attachment F**), Paragraph 9.15.

T. Termination of Contract

Reference draft contract (**Attachment F**), Paragraph 8.5.

U. County License Requirement

If a business is located in Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal

submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

V. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement:

http://henrico.us/pdfs/hr/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

W. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

X. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so

required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (**Attachment C**). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

Y. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror 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.

6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

- Z. Occupational Safety & Health Policy Statement
The Successful Offeror shall comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/hr/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.

- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.

- E. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.

- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized

itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.

- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)) (**Attachment D**).
- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.
 - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
 - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved. Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than **March 18, 2020** in writing. Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal

should provide all the information considered pertinent to your qualifications for this project.

B. The Offeror should include in their proposal the following:

1. Table of Contents

All pages are to be numbered.

2. Tab 1 – Introduction

In this tab, the following items should be provided:

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet – **Attachment A**
- c. Business Classification Form – **Attachment B**
- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**

3. Tab 2 – Statement of Scope

In concise terms, the Offer should state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 – Offeror Qualifications, Experience and Resumes

In this tab, Offerors should demonstrate the Offeror's, and their staff's, qualifications and experience in providing the services as requested in this Request for Proposal. Submit current resumes of any staff that will be providing the services to the County. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in architectural and engineering design services in Virginia for no less than three (3) years. If subconsultants are to be utilized, provide similar documentation to what has been requested of the Offeror in this section. Offerors should also demonstrate their ability to work within budget, provide evidence of past cost performance, project scheduling performance and general overall completion on time of past projects on County or similar work. Offerors should provide evidence of knowledge of Henrico County POD standards, local conditions, and all pertinent codes and regulations. Offerors should provide evidence of financial stability through the submission of audited financial statements.

5. Tab 4 – References

In this tab, Offerors should include a minimum of three (3) references where the Offeror has provided services similar to the services being solicited in this Request for Proposals. The information provided should include a contact person's name, position, up-to-date telephone number and email address, the company for which the contact person worked, and the time period of the services performed.

6. Tab 5 – Project Approach / Implementation of Services
In this tab, Offerors should provide, in detail, their proposed scope of services (in compliance with the requirements in Section II – Scope of Services) and their approach to fulfilling the scope of services. If subconsultants are to be utilized, provide the services that they will be providing.
7. (If needed) Tab 6 – Assumptions
In this tab, Offerors shall list any assumptions made when responding to this Request for Proposals.
8. (If needed) Tab 7 – Appendices
In this tab, Offerors should submit additional material needed to help clarify their response.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Section VII, Items B(3) and B(6), this criterion considers the extent to which the Offeror's proposed solution satisfies the Scope of Services as defined by this RFP in Section II.)</i>	35
Implementation Services <i>(In accordance with Section VII, Item B(6), this criterion considers the Offeror's overall approach to complete the Scope of Services solicited by this RFP in Section II.)</i>	35
Experience and Qualifications <i>(In accordance with Section VII, Items B(4) and B(5), this criterion considers the Offeror's overall experience and qualifications to perform the Scope of Services as defined by this RFP in Section II.)</i>	25
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

- C. For professional services, the County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The County may conduct repetitive informal interviews. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise

pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. For architectural or engineering services, the County shall not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, or ordinance until after the qualified Offerors are ranked for negotiations. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the County, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 20-1996-3JOK - Professional Architectural and Engineering Services - Henrico Police Division - New Police South Station.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
 _____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F

AIA[®] Document B151[™] – 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

[Henrico County Template July 15, 2019]

AGREEMENT made as of the [#] day of [month] in the year two thousand [year]

(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

[Owner name]
[Department]
[address]
[city, state, zip]
Phone: [#]
Fax: [#]

and the Architect:

(Name, address and other information)

[firm]
[address]
[city, state, zip]
Telephone : [#]
Fax: [#]

For the following Project:

(Include detailed description of Project)

Architectural, Interior Design and Engineering services associated with RFP # [##] for [project name].

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.2.6 If the project entails the alteration or renovation of the existing facility, the Architect shall observe existing conditions or facilities and make measured drawings thereof.

§ 2.2.7 If the project entails the alteration or renovation of the existing facility, the Architect shall develop a plan to include phasing and other considerations of the work to accommodate Owner's asbestos removal and ongoing operation of the facility, provided, however, that this service does not modify or affect the provisions of Paragraph 9.8.

§ 2.2.8 The Architect shall determine if a Wetlands Study or Environmental Impact Study are required. The cost of the study, if necessary shall be considered an additional service.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, preliminary specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall provide a detailed estimate of probable construction cost and an updated design schedule.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor. (See Attachment C)

§ 2.4.3 The Architect shall update the detailed estimate of the probable construction cost and an updated design schedule.

§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.4.6 The Architect's design shall comply with all applicable codes as well as the National Pollution Discharge Elimination System (NPDES).

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and the detailed estimate of probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. The Architect shall be responsible for the coordination and delivery of an electronic copy of the Bid Documents to the Owner, attending pre-bid conferences, preparation of addenda and evaluation of bids resulting in a recommendation for contract award. Bid documents shall be uploaded to the Owner's bid portal.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.1.1 The Architect shall evaluate substitutions proposed by the Contractor and provide written recommendations to the Owner for a final decision.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the 1997 edition of AIA Document A201, General Conditions of the Contract for Construction and Supplementary Conditions (Attachment B) modifying the General Conditions of the Contract for Construction. Administration of the modified AIA Document A201 shall be considered a part of Basic Services of this Agreement.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is due and throughout the Contractor's one-year warranty (record) period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect and its Consultants, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, but not less than twice a month, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 The Architect shall review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance design criteria and design responsibilities and liability requirements in the Contract Documents that such professional services must satisfy. Designs, Shop Drawings, certifications and other documents or submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written certification and/or seal, as appropriate, when submitted to the Architect. Prior to accepting or acknowledging the design, Shop Drawings, certifications and other documents or submittals, the Architect shall review for general conformance with the specified performance and design criteria and the contract documents. In providing such review, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not show partiality to either.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 Deleted

§ 2.6.19 See B151 Attachment C

§ 2.6.20 The Architect shall conduct a warranty site visit and document review during the last month of the Contractor's warranty period. The Architect shall provide research, analysis, engineering, evaluation and general advice to the Owner concerning correction of defects or deficiencies in the Work occurring in the building or equipment during the Contractor's one-year warranty period. These services shall be considered additional services, the cost of which is recoverable by the Owner from the Contractor, to the extent the Architect's Basic Services are affected, in the event the Architect is required to provide Construction Phase Services 60 days after (1) Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier.

§ 2.6.21 The Architect shall use only authorized AIA Documents as applicable, unless approved in writing by Owner.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives that are initiated by the Owner.

§ 3.3.4 Providing services in connection with making revisions to Drawings, Specifications and other documentation resulting from substitutions proposed by the Contractor.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

| § 3.3.7 Deleted.

| § 3.3.8 Providing services in connection with a public hearing, or legal proceeding except where the Architect is party thereto or in providing Plan of Development services, which have been included in Basis Services.

| § 3.3.9 Deleted.

| § 3.4 OPTIONAL ADDITIONAL SERVICES

| § 3.4.1 Deleted.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

| § 3.4.6 Deleted.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

| § 3.4.10 Deleted.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

| § 3.4.13 Deleted

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

| § 3.4.16 Deleted.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

| § 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or for more than 60 days after the date of Substantial Completion of the Work, excepting for services required during the Contractor's one year warranty period, as defined under §2.6.4.

| § 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project and other than consultants identified under Article 12, both being provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 Deleted.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. If construction bids received exceed the Owner's project construction budget, then it will be the responsibility of the Architect to redesign as necessary to bring the Project back in line with the project construction budget without additional compensation from the Owner.

§ 5.2.5.1 The construction budget is \$[###]. The project furnishings & equipment budget is \$[###].

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Deleted.

§ 6.2 See B151 Attachment C

§ 6.2.1 Construction documents prepared by the Architect for the project shall be deemed property of the Owner who shall be entitled to all common law, statutory and other reserved rights including copyright. Any use of the construction documents by Owner on any other project, other than the project under this Agreement, without adaptation by Architect, shall be at the sole risk of Owner without liability to Architect. Owner waives and releases Architect from liability to Owner for any and all claims, which arise out of such use by Owner without Architect's adaptation of said construction documents.

§ 6.2.2 Architect is prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of this Agreement.

§ 6.3 Submissions or distribution of Instruments of Service complying with §6.2 to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.4 Deleted.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 Deleted.

§ 7.1.2 Deleted.

§ 7.1.3 Deleted.

§ 7.2 ARBITRATION

§ 7.2.1 Deleted.

§ 7.2.2 Deleted.

§ 7.2.3 Deleted.

§ 7.2.4 Deleted.

§ 7.2.5 Deleted.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is formally suspended by the Owner for more than 60 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 The Owner reserves the right to terminate this agreement **immediately** in the event that the Architect discontinues or abandons operations; if adjudged bankrupt, or is recognized under bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Notwithstanding anything to the contrary contained in the Agreement between the Owner and Architect, the Owner may, without prejudice to any other rights it may have, terminate the Agreement for convenience and without cause, by giving thirty (30) days written notice. If the termination clause is used by the Owner, the Architect will be paid by the Owner for all scheduled work completed satisfactory by the Architect up to the termination date set in the written termination notice.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 8.7, 8.8 and 8.9 See B151 Attachment C

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be subject to and governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated in the Circuit Court of the County of Henrico, Virginia.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, 1997 Electronic Edition.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, and the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 9.5.1 No portion of the work covered by this Agreement shall be subcontracted without prior written consent by the Owner. In the event that the Architect desires to subcontract some part of the work specified in this Agreement the Architect shall furnish the Owner the names, qualifications, and experience of the proposed subcontractors. The Architect shall, however, remain fully liable and responsible for the work to be done by their subcontractor(s) and shall enforce compliance with all contract requirements.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 Deleted.

§ 9.11 Deleted.

§ 9.12 The Architect agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Agreement. The Architect shall ensure that its employees shall observe and exercise necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. The Architect shall cooperate with the Owner in performing the contract work so that interference with normal Owner operations will be held to a minimum. The Architect shall be an independent contractor and shall not be an employee of the Owner or its Personnel Department.

§ 9.13 The Architect shall retain, during the performance of the Agreement and for a period of three (3) years from the completion of the contract, all records pertaining to the Architects proposal and any contract pursuant to the Request for Proposal. Such records shall include but not limited to all paid vouchers including those out-of-pocket expenses; other reimbursement supported by invoices, including copies of periodic estimates for partial payment; ledgers, canceled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; correspondence or equivalent electronic means. Such records shall be available to the Owner on demand and without advance notice during the Architects normal working hours. Owner personnel may perform in-progress and post-audits of Architects records. Files shall be available on demand and without notice during normal working hours.

§ 9.14 Each paragraph and provision of the Agreement will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

§ 9.15 The Architect shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Agreement price between the Owner and the Architect, as the taxes shall be an obligation of the Architect and not the Owner, and the Owner shall be held harmless for the same by the Architect.

§ 9.16 **DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE ARCHITECT**, (Code of Virginia, Section 2.2-4312),

§ 9.16.1 During the performance of this contract, 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) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom 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 contract.

§ 9.17 **EMPLOYMENT DISCRIMINATION BY ARCHITECT PROHIBITED**

§ 9.17.1

1. During the performance of this Agreement the Architect agrees as follows (Code of Virginia, Section 2.2-4311):
 - a. 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 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 the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall 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.
2. The contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

§ 9.18 ANNUAL APPROPRIATIONS

§ 9.18.1 This Agreement shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Agreement the Agreement shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this Agreement.

§ 9.19, 9.20 & 9.21 See B151 Amendment C

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 expenses in connection with authorized out-of-town travel;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 the Owner shall, through its Reproduction Vendor, bear the cost of reproduction of drawings and specifications associated with contract bidding. The expense of reproduction of drawings, specifications and other documents required prior to contract bidding shall not be reimbursable;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 Deleted.

- .7 Deleted.
- .8 Deleted.
- .9 the expense of transportation, communications, facsimile charges and postage or other costs associated with transmitting information and documents in connection with the Project shall not be reimbursable;
- .10 for authorized reimbursable expenses a multiplier of 1.1 times the expenses incurred by the Architect, Architect's employees and Consultants shall be used.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 Deleted

§ 10.3.2 See B151 Attachment C

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect’s Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect’s statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD See B151 Attachment C

§ 10.6 ARCHITECT’S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner’s authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 Deleted.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Compensation shall be a fixed stipulated price of \$[##].

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design	\$00	percent	0.0%
Design Development	\$00	percent	0.0%
Construction Documents	\$00	percent	0.0%
Bidding Phase	\$00	percent	0.0%
Construction Administration & Closeout	\$00	percent	0.0%
Warranty Phase	\$00	percent	0.0%
Total Basic Compensation	\$00	percent	100.0%

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

In accordance with hourly rates as detailed in B151 Attachment A, Hourly Rate Schedule.

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

In accordance with hourly rates as detailed in B151 Attachment A, Hourly Rate Schedule.

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one point one (1.1) times the amounts billed to the Architect for such services.
(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one point one (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within [#] months of the date notice to proceed has been given by the Owner, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.1.1 The months are broken down as follows:

Design	[#]	Months
Advertise/Award	[#]	Months
Construction Administration	[#]	Months
Construction Contract Completion	[#]	Months
Warranty Representation	[#]	Months

§ 11.5.2 Payments are due and payable Forty Five (45) days from the date of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

Interest rate shall be one half of one percent (0.5%) per month.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

§ 11.5.4 Clerical and office administrative services shall not be allowable as a direct or separate billable and shall be included in the multiple for the rates set forth for Additional Services.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

The following attachments shall be included and made a part of the terms and conditions of this Agreement and are hereby incorporated by reference:

B151 Attachment A - Hourly Rate Schedule - the document titled "Standard Hourly Billing Rate Schedule;"
B151 Attachment B - the County of Henrico's "Supplementary Conditions to the General Conditions of the Contract for Construction;"
B151 Attachment C - the County of Henrico's "Supplementary Terms and Conditions to the Abbreviated Standard Form of Agreement Between Owner and Architect (B151-1997);"
B151 Attachment D - Memorandum of Understanding;
B151 Attachment E - Fee Proposal;
[ADD OTHERS AS NECESSARY]
All Attachments shall be incorporated and made part of the terms and conditions of this Agreement.

§ 12.1 The parties to this Agreement agree that the Architect shall be liable for damages caused by the negligent acts, errors and/or omissions of the Architect. The parties agree further that the Architect shall not charge the Owner for any services necessary to correct the said negligent acts, errors and omissions of the Architect.

§ 12.2 The Architect agrees to indemnify, defend (at Owner's option) and hold harmless the Owner, its officers, designated Volunteers, and employees against any claims, damages, suits, actions, liabilities, and costs, to the extent they arise from the negligent acts, errors or omissions, or reckless or intentional misconduct of the Architect in providing professional services under this Agreement.

§ 12.3 With respect to all acts or omissions of the Architect, including its agents, consultants and subcontractors, which do not arise directly out of the performance of professional services, and which are normally covered by general liability and automobile liability insurance, the Architect agrees to indemnify, defend (at Owner's option) and hold harmless the Owner, its officers, agents and employees from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with the Architect's performance or failure to perform, under the terms of this Agreement; excepting those which arise out of the negligence of the Owner.

§ 12.4 Without limiting the Owner's right to indemnification, it is agreed that the Architect shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' Compensation Insurance as required by Virginia statutes.
2. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage (if applicable) and Independent Contractors' Liability (if applicable), in an amount of not less than one million dollars (\$1,000,000) per claim, combined single limit, written on an occurrence form.
3. Comprehensive Automobile Liability coverage, including – as applicable – owned, non-owned and hired autos, in an amount of not less than one million dollars (\$1,000,000) per claim, combined single limit, written on an occurrence form.
4. Professional Liability Insurance coverage in an amount not less than one million dollars (\$1,000,000) per claim, two million dollars (\$2,000,000) aggregate, and the Architect shall maintain such coverage for at least one (1) year from the termination of this Agreement.

§ 12.5 See B151 Attachment C

§ 12.6 Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

- .1 County of Henrico, its officers, agents, employees, representatives, and volunteers are added as additional insured(s) as respects operations and activities of, or on behalf of the named insured, performed under contract with the County of Henrico.

§ 12.7 Prior to commencing any work under this Agreement, the Architect shall deliver to Owner insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, the Architect shall provide to Owner endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the Owner, it shall be the

Architect's responsibility to see that the Owner receives documentation acceptable to the Owner, which sustains that the individual signing the endorsements, is authorized to do so by the insurance company. Also, the Owner has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

§ 12.8 The Owner shall provide for the printing, distribution and administration of bid documents. The Owner will provide two sets of bid documents to the Architect. The Architect shall coordinate the delivery of all construction documents including but not limited to plans, electronic files, specifications, addendum to the Owner's for bid document printing and distribution. Bid document printing and distribution by the Architect shall be considered additional services.

§ 12.9 Basic Services shall include providing services or consulting services for civil engineering, surveying, interior design, site lighting, acoustic design, irrigation, interior and exterior signage, interior security, building automation controls, audiovisual design.

§ 12.10 Basic Services shall include architectural and civil engineer services required for the Owner to acquire Henrico County Plan Of Development (POD) approval. Services for the POD approval process shall include, but not limited to, preliminary review meeting(s), initial submission (elevations, exterior materials, preliminary development plans, wetland documentation), staff developer conference, Board of Supervisors public hearing, and final approval submissions (drainage, erosion, on-site water and sewer work, site lighting, landscaping and site development). The Architect shall provide preliminary POD submission no later than the completion of the Design Development Phase and provide the necessary documents for POD approval 30 days prior to completion of the Construction Documents. The Architect shall not be responsible for delayed POD approval if the Architect has properly performed its obligations and such delay is due to caused outside of the Architect's control.

§ 12.11 Basic Services shall include the design of the audio-visual, telephone, data, cable, CCTV, communications and security systems.

§ 12.12 Basic Services shall include services necessary to prepare documents for alternate, separate or sequential bids and services in connection with pre-qualification of Contractors, bidding, negotiation or construction prior to the completion of the Construction Document Phase. Provided, however, that if said alternate, separate or sequential bids are extensive, said services shall be defined as additional services.

§ 12.13 Basic services shall include interior design services to include furnishing drawings, complete specifications and bid documents to be bid separately from the construction contract. All aspects of the interior design services shall be developed and coordinated with the project, to include budget and schedules. The Architect shall assist the Owner in evaluating bids, vendor proposals, submittals, vendor coordination, and on-site furniture installation (observation). In addition to color boards, the Architect shall provide a loose-leaf notebook with each item specified, including a cut, color and fabric sample. A moving plan is required to be prepared and administered by the Architect, using a mover selected by the Owner. Administration of the contract(s) awarded for performance of work required under this section will be administered as a part of the Architect's Basic Services.

§ 12.14 Basic Services shall include a survey that documents, as applicable, grades and lines of streets, alleys and pavement; and adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and one (1) foot contours of the site, locations, dimensions and necessary data with respect to existing buildings, other improvements and trees, and information concerning utility service and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark. The Architect shall prepare plats for any required road dedication or utility easements.

§ 12.15 Basic Services shall include coordination with the Owner's commissioning agent, including but not limited to, periodic design reviews, coordination and document review during the design and construction document phases, incorporation of commissioning testing procedures into construction documents and accommodation of test procedures during construction administration phase.

§ 12.16 NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS

The Owner does not discriminate against faith-based organizations as that term is defined in Virginia Code §2.2-4343.1

ARTICLE 13

Notwithstanding any contrary language in this Agreement or any of the Contract documents, any reference to form A201 (*General Conditions of the Contract for Construction*) refers to the 1997 version instead of the "current version as of the date of this Agreement."

This Agreement entered into as of the day and year first written above.

OWNER

[Owner Name]

(Signature)

[name and title]

(Printed name and title)

ARCHITECT

[Architect Name]

(Signature)

(Printed name and title)

AIA Document B151-1997 – ATTACHMENT A

Hourly Rate Schedule

AIA Document B151-1997 – ATTACHMENT B

SUPPLEMENTARY CONDITIONS (5/30/2019) to the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA DOCUMENT A201-1997 1997 EDITION – ELECTRONIC FORMAT County of Henrico, Virginia

The following supplements, modifies, changes, deletes from or adds to the “General Conditions of the Contract for Construction”, AIA Document A201-1997 Edition-Electronic Format. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Please note: Line references in the Supplementary Conditions refer to the electronic version of AIA Document A201.

ARTICLE 1 GENERAL PROVISIONS

1.2 Execution and Intent of the Contract Document.

MODIFY SUBPARAGRAPH 1.2.1 BY ADDING THE FOLLOWING:

- 1.2.1 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

ADD THE FOLLOWING SUBPARAGRAPHS 1.2.4, 1.2.5, 1.2.6, AND 1.2.7 TO 1.2:

- 1.2.4 The mechanical and electrical Drawings, except for electrical outlets which are to be located by scale dimensions, will be diagrammatic, intending to show general locations and arrangements of pipe, wiring, equipment and specialties, and will not necessarily show all required offsets, conditions and appurtenances. All Work shall be accurately laid out by the Contractor in cooperation with the trades to avoid conflicts and to obtain a neat and workmanlike installation, which will afford maximum practical accessibility for operation, maintenance and headroom.
- 1.2.5 No Drawings are intended to be rigid in specific details where such details may be in conflict with recommendations of the manufacturer of the equipment actually provided. The Work under the division includes making such modifications in the designs indicated as may be required to cause all Work to conform to such recommendations.
- 1.2.6 Provide equipment and materials indicated herein complete with all features normally provided with such items, although all features of design and construction may not be indicated in complete detail. Such features shall be subject to the approval of Architect and shall include all standard accessories and appurtenances normally provided or which are required for safe operation.
- 1.2.7 Where references are made throughout the Specifications to standards or Specifications of trade associations, standards and testing organizations, etc., or to the directions, recommendations or Specifications of manufacturers, in all cases the latest approved printed copies of these items shall apply, and all Work shall be done in accordance therewith. Any variations or conflicts in the Specifications and referenced standards,

directions and Specifications must be called to the Architect's attention before beginning the Work.

1.4 Interpretation

ADD THE FOLLOWING SUBPARAGRAPH 1.4.2 TO 1.4:

1.4.2 Most divisions of the Specifications have been written in the so-called “abbreviated” style of which such phrases as “the Contractor shall”, or “shall be”, etc., have been omitted, and similarly so with the notes on the Drawings. Where the sense of the sentence or statement implies the inclusion of the above phrase, it shall be construed to be so included.

1.5 Execution of Contract Documents

MODIFY SUBPARAGRAPH 1.5.1 AS FOLLOWS:

1.5.1 Delete the last sentence of this subparagraph which begins with the word “If” and ends with the word “request”.

1.6 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

MODIFY SUBPARAGRAPH 1.6.1 AS FOLLOWS:

1.6.1 Delete the clause in lines one and two, five, eight and nine, thirteen and fourteen, and sixteen, which reads “and the Architect's consultants”. Delete the clause in lines four and five, and seventeen and eighteen, which reads “or the Architect's consultants”, and in line eleven add the word “and” between Owner, Architect.

ARTICLE 2 OWNER

2.1 General

MODIFY SUBPARAGRAPH 2.1.1 AS FOLLOWS:

2.1.1 Delete the second sentence of the subparagraph which begins with the word “The” and ends with the word “authorization”.

DELETE SUBPARAGRAPH 2.1.2 IN ITS ENTIRETY

2.2 Information and Services Required of the Owner

DELETE SUBPARAGRAPH 2.2.1 IN ITS ENTIRETY

MODIFY SUBPARAGRAPH 2.2.3 AS FOLLOWS:

2.2.3 Delete the second sentence, which begins with the word “The” and ends with the word “Work”.

MODIFY SUBPARAGRAPH 2.2.4 AS FOLLOWS:

2.2.4 Delete the second sentence, which begins with the word “Any” and ends with the word “services”.

DELETE SUBPARAGRAPH 2.2.5 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

2.2.5 The Contractor shall be furnished, free of charge, a minimum of ten (10) sets, of Drawings and Project Manuals. Additional sets shall be furnished at cost of reproduction, postage and handling.

2.3 Owner's Right to Stop the Work

ADD THE FOLLOWING SUBPARAGRAPH 2.3.2 TO 2.3

2.3.2 Failure of the Owner to notify the Contractor of necessary corrections or to stop the Work shall not relieve the Contractor of any responsibilities or obligations of the Contract Documents.

2.4 Owner's Right To Carry Out The Work

MODIFY SUBPARAGRAPH 2.4.1 AS FOLLOWS:

2.4.1 Delete the fourth sentence, which begins with the word "Such" and ends with the word "Architect".

ARTICLE 3 CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor

MODIFY SUBPARAGRAPH 3.2.3 AS FOLLOWS:

3.2.3 Delete the second and third sentences which begin with the word "If" and end with the word "Architect", and substitute the following: "The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized, or should have recognized, such error, inconsistency, or omission, and failed to report it to the Architect. If the Contractor performs any construction activity which he knows or should know involves an error, inconsistency, or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear the cost of correction."

3.3 Supervision and Construction Procedures

MODIFY SUBPARAGRAPH 3.3.1 AS FOLLOWS:

3.3.1 Delete sentences three, four and five beginning with the word "If" and ending with the word "damage".

3.4 Labor and Materials

DELETE SUBPARAGRAPH 3.4.2 IN ITS ENTIRETY

ADD THE FOLLOWING SUBPARAGRAPHS 3.4.4, 3.4.5, AND 3.4.6 TO 3.4:

- 3.4.4 Whenever in these Contract Documents a particular brand, make of material, manufacturer, device, or equipment is indicated, such brand, make of material, manufacturer, device or equipment shall denote the general style, type, character and quality standard of article desired and does not restrict Contractors to the specific brand, make, manufacturer, device or equipment named. Any other brand, make of material, manufacturer, device or equipment, which in the opinion of the Architect is recognized the equal of that indicated considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be accepted.
- 3.4.5 Not later than thirty (30) days after the date of the Notice to Proceed, the Contractor shall submit to the Architect a written request for approval of all products proposed for substitution. The request list shall be tabulated by, and be complete for each Specification section. Where applicable, Subcontractors' names shall be included in such list. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including Drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the Work of other contracts that the incorporation of the proposed substitution would require, shall be included. In requesting a proposed substitution, the Contractor assumes responsibility for all changes in the Work required as a result of the proposed substitution, including any change not listed in the request, but determined by the Architect to be necessary at a later point of progress in the Work. By making requests for substitutions, the Contractor:
- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - .2 Represents that the Contractor will provide the same warranty for the substitution that he would for that specified;
 - .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- 3.4.6 The Architect shall promptly review the written request for approval and reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed product, manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides adequate data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements. It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the Contractor. The Owner's decision, as communicated to the Architect, of approval or disapproval of a proposed substitution shall be final. Nothing herein is intended to exclude any responsible Contractor, its product or service or in any way restrain or restrict competition.

3.5 Warranty

MODIFY SUBPARAGRAPH 3.5.1 AS FOLLOWS:

3.5.1 Amend this subparagraph by adding the words “or approved” following the words “modifications not executed” in line seven.

ADD THE FOLLOWING SUBPARAGRAPHS 3.5.2 AND 3.5.3 TO 3.5:

3.5.2 Except as otherwise indicated in the Contract Documents, all Work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the date of Substantial Completion for the Work. Within this guarantee period, the Contractor shall further guarantee that all movable or adjustable Work shall remain in perfect working order, including (but not limited to) hardware, weather-strips, doors, windows, apparatus, machinery, electrical equipment and all other mechanical equipment, but the guarantee shall not apply to Work which has been abused or neglected by the Owner or his successors in interest.

3.5.3 The guarantee period for any system or systems on which required tests have not been successfully performed as of the Date of Substantial Completion for the Work, due to seasonal limitations, shall begin after the required tests have been successfully performed.

3.6 Taxes

ADD THE FOLLOWING SUBPARAGRAPH 3.6.2 TO 3.6:

3.6.2 The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time bids are received and resulting from the Work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract Sum between Owner and Contractor, as the taxes shall be an obligation of the Contractor and not of the Owner, and the Owner shall be held harmless for same by the Contractor.

3.7 Permits, Fees and Notices

DELETE SUBPARAGRAPH 3.7.1 AND SUBSTITUTE THE FOLLOWING:

3.7.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work which are applicable at the time that the Bids are received, except as expressly provided hereafter. The Contractor shall not pay for:

- .1 Any permits issued by the Office of Building Construction and Inspections of the County of Henrico.
- .2 Water and/or sewer connection fees charged by the Department of Public Utilities of the County of Henrico.
- .3 The Owner shall arrange for payment of all such permits and fees and the cost of such permits and fees listed in “.1” and “.2” above shall not be included in the amount of the Contractor's Bid on the Work.

ADD THE FOLLOWING SUBPARAGRAPH 3.7.2.1 TO 3.7.2:

3.7.2.1 During the performance of this Contract, the Contractor agrees as follows (Code of Virginia, Section 2.2-4311):

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where 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 non-discrimination clause.
- .2 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.
- .3 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.
- .4 The Contractor will include the provisions of the foregoing paragraphs “.1”, “.2” and “.3” in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- .5 As required by Virginia code 2.2-4311.1, the contractor does not and shall not during the performance of the agreement, in the commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

ADD THE FOLLOWING SUBPARAGRAPH 3.7.2.2 TO 3.7.2:

3.7.2.2 Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)

During the performance of this contract, 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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom 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 contract.

ADD THE FOLLOWING SUBPARAGRAPH 3.7.2.3 TO 3.7.2:

3.7.2.3 Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2-4343-1.

3.7.4 MODIFY SUBPARAGRAPH 3.7.4 AS FOLLOWS:

Amend the first line of this subparagraph to read: "If the Contractor performs Work which it knows or should know to be contrary to laws, statutes, ordinances, building codes, and rules and..".

3.8 Allowances

ADD THE FOLLOWING TO THE END OF SUBPARAGRAPH 3.8.3:

3.8.3 "The Contractor shall identify the date for Owner's selection on the critical path of the Contractor's Construction Schedule and provide the Owner a minimum of two (2) weeks notice before this date."

3.9 Superintendent

MODIFY SUBPARAGRAPH 3.9.1 AS FOLLOWS:

3.9.1 Add the following at the end of the subparagraph: "The superintendent shall be satisfactory to the Owner and the Contractor shall not replace the superintendent without the prior written consent of the Owner. The superintendent shall remain full time on the Project until the completion of the Punch List, unless authorized by the Architect in writing."

3.9.2 ADD THE FOLLOWING SUBPARAGRAPH 3.9.2, 3.9.3 AND 3.9.4 TO 3.9:

The Contractor shall provide supervisory personnel (minimum of one) at the project site at all times, that speak fluent English and the language(s) of the workers.

3.9.3 The Superintendent employed by the Contractor shall have a minimum of five (5) years commercial experience as the primary Superintendent on projects of similar size and complexity as the Work. The Contractor shall submit to the Owner and Architect a resume and other supporting documentation showing that the proposed Superintendent is competent and has the minimum work experience required to execute the Work. The Owner reserves the right to request additional supporting documentation regarding the proposed Superintendent's qualifications and to require the Contractor to propose an alternate Superintendent who better meets the requirements contained in this Article, as may reasonably be determined by the Owner.

3.9.4 The Contractor shall employ a Project Manager to be assigned to the Work. The Project Manager employed by the Contractor shall have a minimum of five (5) years commercial experience as Project Manager on projects of similar size and complexity as the Work. The Contractor shall submit to the Owner and Architect a resume and other supporting documentation showing that the proposed Project Manager is competent and has the minimum work experience required to execute the Work. The Owner reserves the right to request additional supporting documentation regarding the proposed Project Manager's

qualifications and to require the Contractor to propose an alternate Project Manager who better meets the requirements contained in this Article, as may reasonably be determined by the Owner. The Contractor shall notify the Architect and Owner in writing of any proposed replacement of the Project Manager. The Contractor shall not replace a competent Project Manager without prior written approval from the Owner. The requirements contained in this Article shall apply to any proposed replacement Project Manager, regardless if the proposed tenure is to be temporary or permanent. The Project Manager shall not act as the Superintendent or replacement for the Superintendent without written approval from the Owner.

3.10 Contractor's Construction Schedules

ADD THE FOLLOWING SUBPARAGRAPHS 3.10.4, 3.10.5, AND 3.10.6 TO 3.10:

- 3.10.4 The Contractor's construction schedule shall be submitted by the Contractor to the Architect for review and approval by the Owner prior to the submission of the first Application and Certificate for Payment. The form used shall be approved by the Architect.
- 3.10.5 The Contractor's construction schedule shall be furnished showing completed Work at the end of each month with respect to the entire Project. The form, properly filled out, shall indicate the percentage of Work completed each month, and shall be submitted monthly to the Architect with the Application and Certificate for Payment. In addition to Work completed on the site, the form (or an attached letter) shall indicate the status of Work off-site.
- 3.10.6 Should any of the following conditions exist, the Contractor shall, at no extra cost to the Owner, prepare a Short Term Recovery Schedule to describe in detail how it will regain compliance with the originally approved Contractor's construction schedule:
- .1 If the Work is thirty (30) days behind the approved schedule.
 - .2 If the Contractor proposes a change in the approved schedule.
 - .3 Until such Recovery Schedule is approved, the Architect may decline to certify payment in accordance with Article 9.5.1.4 of the General Conditions.

3.12 Shop Drawings, Product Data and Samples

MODIFY SUBPARAGRAPH 3.12.4 AS FOLLOWS:

- 3.12.4 Delete the last sentence of this subparagraph which begins with the word "Submittals" and ends with the work "action".

DELETE SUBPARAGRAPH 3.12.10 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

- 3.12.10 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

ADD THE FOLLOWING SUBPARAGRAPH 3.12.11 TO 3.12:

3.12.11 The Contractor shall make submittals in the manner and number of copies specified in Division 1 of the Specifications.

3.13 Use of Site

ADD THE FOLLOWING SUBPARAGRAPH 3.13.2 TO 3.13:

3.13.2 Unless otherwise indicated on the Drawings, the property lines shall be the limits of construction and all Work shall be confined therein, including the storage of materials and equipment at the site.

3.14 Cutting and Patching

MODIFY SUBPARAGRAPH 3.14.1 BY ADDING THE FOLLOWING:

3.14.1 Appropriate Subcontractors and skilled tradesmen shall do the Work.

ADD THE FOLLOWING SUBPARAGRAPH 3.14.3 TO 3.14:

3.14.3 No alteration of structural members shall be done without the prior approval of the Architect of the specific nature, size and location of such alteration. Approval to alter structural members shall not be construed to affect the Contractor's responsibility for the adequacy of the strength of such members providing such alteration be performed in accordance with the Architect's approval.

3.16 Access to Work

MODIFY SUBPARAGRAPH 3.16.1 AS FOLLOWS:

3.16.1 Add "without limitation" in line one after "The Contractor shall..."

3.18 Indemnification

MODIFY SUBPARAGRAPH 3.18.1 AS FOLLOWS:

3.18.1 In the sixth line, delete the comma and the words "but only to the extent".

In the seventh line, add the words "materialman, supplier," after the word "Subcontractor," and before the word "anyone".

In the eighth line, after the word "liable," add the words "as contemplated by subparagraph 3.3.2 in these Supplementary Conditions,".

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 Architect

MODIFY SUBPARAGRAPH 4.1.1 BY ADDING THE FOLLOWING:

4.1.1 For the purposes of this Contract, the duties and functions of the Architect shall be performed by [Architect's Name], or its authorized representative, except as provided by law. Such terms as "Architect-Engineer," "Engineer," and "A/E" are used in these documents to identify the Architect and its consultants and/or representatives and shall have the force of the term "Architect" in the documents." [Architect's Name] shall be hereinafter called the "Architect".

MODIFY SUBPARAGRAPH 4.1.2 AS FOLLOWS:

4.1.2 In the second line, delete the word "Contractor".

DELETE SUBPARAGRAPH 4.1.3 IN ITS ENTIRETY.

4.2 Architect's Administration of the Contract

MODIFY SUBPARAGRAPH 4.2.1 AS FOLLOWS:

4.2.1 In the second and third lines, delete the words "from time to time".

MODIFY SUBPARAGRAPH 4.2.2 AS FOLLOWS:

4.2.2 In the fourth line, delete the phrase "in a manner indicating that the Work, when fully completed, will be".

MODIFY SUBPARAGRAPH 4.2.5 AS FOLLOWS:

4.2.5 In the first sentence add the words "observations and" after the word "Architect" and before the word "evaluations".

MODIFY SUBPARAGRAPH 4.2.6 AS FOLLOWS:

4.2.6 In the first and second lines, change "will" to read "shall"

MODIFY SUBPARAGRAPH 4.2.7 AS FOLLOWS:

4.2.7 In the tenth line, delete "..., unless otherwise specifically stated by the Architect,..."

MODIFY SUBPARAGRAPH 4.2.12 AS FOLLOWS:

4.2.12 In the second sentence place a period after the word "Contractor" and delete the remainder of the sentence.

4.3 Claims and Disputes

DELETE SUBPARAGRAPH 4.3.2 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

4.3.2 Time Limits on Claims. Claims by the Contractor shall be in accordance with 2.2-4363 of the Code of Virginia (as amended). In any event, any Claim by the Contractor shall be submitted to the Architect and to the Owner within 21 days after such occurrence of

the event giving rise to such Claim. Any Claims submitted by the Contractor after the time limitations set forth herein shall be forever barred. Claims shall be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner as provided herein.

DELETE SUBPARAGRAPH 4.3.3 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

4.3.3 Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract in accordance with the Contract Documents.

MODIFY SUBPARAGRAPH 4.3.7.2 BY ADDING THE FOLLOWING:

4.3.7.2 Weather data shall be that obtained from the National Oceanic and Atmospheric Administration (NOAA) for Richmond, Virginia for Richmond International Airport (RIC); unless a closer NOAA Reporting Station to the project that provides the level of data required under this section. Adverse weather is defined as measurable precipitation (MP) of 0.1" in a 24 hour period or more, or 1.0" or more of snow or ice pellets measured on the ground in a 24 hour period; or freezing temperature (FT) for a day (24 hours) when the temperature remains at 32 degrees Fahrenheit or below. Only measurable precipitation (MP) or freezing temperature (FT) can be claimed on any one calendar day. The ten (10) year averages (2009 – 2018) adverse weather as defined herein are:

MONTH	MP/FT	MONTH	MP/FT
January	07/02	July	08/00
February	06/01	August	06/00
March	08/00	September	06/00
April	07/00	October	05/00
May	07/00	November	05/00
June	07/00	December	07/00

- .1 This establishes the adverse weather days anticipated during the term of this Contract.
- .2 Written Claims for time extension based on more frequent adverse weather shall be submitted to the Architect for the preceding month within twenty-one (21) days of the current month. Otherwise the Claim shall be void.
- .3 Such Claim shall be accompanied by time/dated photos or video documentation together with current construction schedule to illustrate the adverse effects of the weather during this period on the critical path construction schedule items.
- .4 Time extensions for adverse weather indicated in 4.3.7.2 shall be cumulative over the duration of the Project; and adverse weather days indicated in the chart are for days of adverse weather only; and claims cannot be made for subsequent days as a result of the adverse weather. The Owner will provide a contract time extension only for each documented and accepted weather day. The Owner shall have the right to not extend the contract time weather.

ADD THE FOLLOWING SUBPARAGRAPH 4.3.7.5 TO 4.3.7

4.3.7.5 Extensions of time (due to weather-related issues) will be made only for days in which adverse weather criteria cited in subparagraph 4.3.7.2 occur. Subsequent days for drying out of rain-soaked soil, snow accumulation, etc. may not be claimed.

DELETE SUBPARAGRAPH 4.3.9 IN ITS ENTIRETY

4.4 Resolution of Claims And Disputes

MODIFY SUBPARAGRAPH 4.4.1 AS FOLLOWS:

4.4.1 In line three, following the words “precedent to”, delete the words “mediation, arbitration or”.

MODIFY SUBPARAGRAPH 4.4.2 AS FOLLOWS:

4.4.2 Beginning in line three delete clause (5) and substitute the following “(5) advise the parties the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect and the Owner conclude that it would be inappropriate for the Architect to resolve the Claim.”

MODIFY SUBPARAGRAPH 4.4.3. AS FOLLOWS:

4.4.3 Delete the last sentence which begins with the word “The” and ends with the word “expense”.

DELETE SUBPARAGRAPH 4.4.4 IN ITS ENTIRETY

MODIFY SUBPARAGRAPH 4.4.5 AS FOLLOWS:

4.4.5 Delete the last sentence which begins with the word “The” and ends with the word “arbitration”.

DELETE SUBPARAGRAPH 4.4.6 IN ITS ENTIRETY

DELETE SUBPARAGRAPH 4.4.7 IN ITS ENTIRETY

DELETE SUBPARAGRAPH 4.4.8 IN ITS ENTIRETY

4.5 Mediation

DELETE PARAGRAPH 4.5 IN ITS ENTIRETY

4.6 Arbitration

DELETE PARAGRAPH 4.6 IN ITS ENTIRETY

ARTICLE 5 SUBCONTRACTORS

5.2 Award Of Subcontracts And Other Contracts For Portions Of The Work

DELETE SUBPARAGRAPH 5.2.1 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

- 5.2.1 Not later than fifteen (15) days after the date of the Notice to Proceed, the Contractor shall furnish, in writing, to the Owner through the Architect the names of persons or entities (including manufacturers and those who are to furnish materials and equipment fabricated to a special design) proposed for each principal portion of the Work. Where applicable, the list of names of persons or entities shall include the installing Subcontractor of each of the products identified in the various Divisions of the Specifications and/or Drawings. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Henrico County Supplier Relations Coordinator, phone (804) 501-5689 or the Virginia Department of Small Business and Supplier Diversity (SBSD) <http://www.sbsd.virginia.gov/> HYPERLINK

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 Mutual Responsibility

DELETE SUBPARAGRAPH 6.2.3 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

- 6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

ADD SUBPARAGRAPH 6.2.6 TO 6.2 AS FOLLOWS:

- 6.2.6 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3, as amended, provided the separate contractor has reciprocal obligations.

ARTICLE 7 CHANGES IN THE WORK

7.1 General

ADD SUBPARAGRAPHS 7.1.4, 7.1.5, 7.1.6 and 7.1.7 TO 7.1 AS FOLLOWS:

- 7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be adjusted, but in no event shall the adjusted unit price exceed that found in Means Open Shop Building Construction Cost Data, latest Edition, R.S. Means Company, Inc., adjusted for Richmond, Virginia.

- 7.1.5 When authorized changes are agreed upon or directed, costs shall include all labor and materials, in place and complete. The source of the costs shall be Means Open Shop Building Construction Cost Data, latest Edition, R. S. Means Company, Inc., adjusted for Richmond, Virginia, which shall be used as maximum limiting changes and minimum credits allowable for any change in the work.
- 7.1.6 The allowance for overhead and profit combined, included in the total cost for changes in the Work to the Owner, shall be based on the following schedule. Under no conditions shall the total mark-up on Changes in the Work exceed 25% of the cost to the Owner.
- .1 If the General Contractor does the actual Work, its markup shall be a maximum of 15%.
 - .2 If the Subcontractor does the actual Work, its mark-up shall be a maximum of 15%. The General Contractor's mark-up shall be a maximum of 10%.
 - .3 If the Subcontractor does a part of the Work, its mark-up shall be a maximum of 15% on his direct Work only. If the General Contractor does a part of the Work, his mark-up shall be a maximum of 15% on his direct Work only.
 - .4 Those Subcontractors who do not enter into additional Work shall not add to the cost thereof.
 - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
 - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.
- 7.1.7 All Allowances stated in the Contract Documents shall comply with §3.8 Allowances. All Unit Prices stated in the Contract Documents shall include allowances for overhead and profit.

7.2 Change Orders

DELETE SUBPARAGRAPH 7.2.2 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

- 7.2.2 Except as provided in Subparagraph 7.1.4 and 7.1.5, methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

ADD THE FOLLOWING SUBPARAGRAPH 7.2.3 TO 7.2:

- 7.2.3 Changes in the Work may include a reasonable allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.1.6.

ADD THE FOLLOWING SUBPARAGRAPH 7.2.4 TO 7.2:

7.2.4 All Change Order proposed pricing shall be valid for a minimum of thirty (30) days.

7.3 Construction Change Directives

MODIFY SUBPARAGRAPH 7.3.6 AS FOLLOWS:

7.3.6 In lines three and four, delete the words “a reasonable allowance for overhead and profit” and substitute “an allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.1.6.”

ADD THE FOLLOWING SUBPARAGRAPH 7.3.6.6 TO 7.3.6:

7.3.6.6 a reasonable allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.1.6.

DELETE SUBPARAGRAPH 7.3.8 IN ITS ENTIRETY

DELETE SUBPARAGRAPH 7.3.10 and 7.3.11 IN ITS ENTIRETY

ARTICLE 8 TIME

8.1 Definitions

SUPPLEMENT SUBPARAGRAPH 8.1.3 BY ADDING THE FOLLOWING:

8.1.3 As to all acts or failure to act occurring prior to the relevant Date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such Date of Substantial Completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable statute of limitations shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment.

8.2 Progress and Completion

MODIFY SUBPARAGRAPH 8.2.2 AS FOLLOWS:

8.2.2 In line three following the word “Contractor” delete the words “and Owner”. Delete the last sentence of this subparagraph that begins with the word “Unless” and ends with the word “interests”.

8.3 Delays and Extensions of Time

MODIFY SUBPARAGRAPH 8.3.1 AS FOLLOWS:

8.3.1 Delete the clause in lines three and four following the word “control,” which reads “or by delay authorized by the Owner pending mediation and arbitration,”.

Add the following at the end of the subparagraph: “Notwithstanding any other provisions to the contrary, any delay occasioned by the Contractor, Subcontractors, or Sub-

subcontractors or the employees or agents of same, shall not warrant an extension of the contract time.”

ARTICLE 9 PAYMENT AND COMPLETION

9.3 Application for Payment

DELETE SUBPARAGRAPH 9.3.1 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

9.3.1 The Contractor shall submit to the Architect an Application for Payment on AIA Document G702, Application and Certificate for Payment, complete including the Contractor's notarized signature and prepared for the Architect's signature. The Schedule of Values as specified in 9.2.1 shall be attached thereto with every column and total completed. The Contractor shall submit such supporting data substantiating the Contractor's right to payment as the Owner or Architect may require. Until Substantial Completion, the Owner shall pay 95% of the amount due the Contractor on account of progress payments.

DELETE SUBPARAGRAPH 9.3.1.1 IN ITS ENTIRETY

DELETE SUBPARAGRAPH 9.3.1.2 IN ITS ENTIRETY

MODIFY SUBPARAGRAPH 9.3.2 BY ADDING THE FOLLOWING:

9.3.2 Should the Contractor wish to bill for materials or equipment stored offsite he shall make such a request to the Owner in writing. The letter shall identify and describe the materials or equipment specifically and shall state the value of the stored items. The value shall be documented to the satisfaction of the Owner. The exact location and conditions of the storage area shall also be provided. This information shall be adequate to allow the Owner to determine the suitability of the storage areas. The Owner reserves the right to inspect materials or equipment for quantity, condition and conformance with approved submittals and the Contract Documents. Warehouse areas shall be bonded. The materials or equipment shall be insured under the requirements of the General Conditions of the Contract for Construction and Supplementary Conditions for both storage and transit. Specific reference to materials, location, and value shall be made in a Certificate of Insurance submitted with the written request. Upon compliance with these conditions to the full satisfaction of the Owner, the Owner may issue authorization for the Contractor to include specific stored items in his Application for Payment.

ADD SUBPARAGRAPH 9.3.2.1 TO 9.3.2 AS FOLLOWS:

9.3.2.1 Contractor shall provide invoices, package slips or other form of supporting data for materials stored on-site claimed on the progress payment unless it can be verified through on-site observations.

MODIFY SUBPARAGRAPH 9.3.3 BY ADDING THE FOLLOWING:

9.3.3 Notwithstanding any other language to the contrary contained in the Contract Documents, title to Work completed passes by incorporation of the Work in the construction or by payment, whichever occurs first.

9.4 Certificates For Payment

MODIFY SUBPARAGRAPH 9.4.2 AS FOLLOWS:

- 9.4.2 Delete the second sentence which begins with the word “The” and ends with the word “Architect”, and delete the fourth sentence which begins with the word “However” and ends with the word “Sum”.

9.6 Progress Payments

DELETE SUBPARAGRAPH 9.6.2 IN ITS ENTIRETY

DELETE SUBPARAGRAPH 9.6.7 IN ITS ENTIRETY

ADD SUBPARAGRAPH 9.6.8, 9.6.9, 9.6.10 and 9.6.11 TO 9.6 AS FOLLOWS:

- 9.6.8 The Contractor shall take one of the two following actions within seven (7) days after the receipt of amount paid to it by the Owner for Work performed by its Subcontractor(s) and/or Supplier(s) under the Contract:
- .1 Pay the Subcontractor(s) and/or Supplier(s) for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor(s) and/or suppliers under the Contract; or
 - .2 Notify the Owner, Subcontractor(s) and/or Supplier(s), in writing, of its intention to withhold all or a part of the Subcontractor's and/or Supplier's payment with the reason for nonpayment.
- 9.6.9 The Contractor shall pay interest to the Subcontractor(s) and/or Supplier(s) on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor(s) and/or Supplier(s) under the Contract, except for amounts withheld as allowed in Subparagraph 9.6.8.2 of this section. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1 %) per month.
- 9.6.10 The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to include or otherwise by subject to the same payment and interest requirements with respect to each lower-tier Subcontractor(s) and/or Supplier(s).
- 9.6.11 The Contractor's obligation to pay an interest charge to a Subcontractor(s) and/or Supplier(s) pursuant to the payment clause in this section may not be construed to be an obligation of the Owner. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge and cost reimbursement Claim may not include any amount for reimbursement for such interest charge.

9.7 Failure of Payment

MODIFY SUBPARAGRAPH 9.7.1 AS FOLLOWS:

- 9.7.1 In the third line following the word “Architect” delete the clause “or awarded by arbitration”.

9.8 Substantial Completion

ADD SUBPARAGRAPH 9.8.1.1 TO 9.8.1 AS FOLLOWS:

- 9.8.1.1 Add the following to the end of the paragraph “and an Occupancy Permit has been obtained. Refer to the appropriate section of the project manual, including, but not limited to, Division 1 for additional requirements for Substantial Completion.

MODIFY SUBPARAGRAPH 9.8.2 TO 9.8 AS FOLLOWS:

- 9.8.2 Add a sentence at end of paragraph as follows: “The Contractor shall proceed promptly to complete and correct items on the list.”

ADD THE FOLLOWING TO SUBPARAGRAPH 9.8.3.1 TO 9.8.

- 9.8.3.1 Should the Architect perform, for each phase of the work requiring Substantial Completion, more than one inspection for Substantial Completion of the Work or more than one inspection confirming Final Completion of the Work; the cost associated with additional inspection shall be borne by the Contractor through a deductive change order to the contract.

MODIFY SUBPARAGRAPH 9.8.5 TO 9.8 AS FOLLOWS:

- 9.8.5 Add the following after the final sentence. “The payment shall be as recommended by the Architect and agreed to by the Owner and less such amounts as the Architect shall determine for all incomplete Work, retainage applicable to such Work, and unsettled Claims.”

9.10 Final Completion and Final Payment

ADD THE FOLLOWING TO SUBPARAGRAPH 9.10.1 TO 9.10:

- 9.10.1 Add the following after the last sentence. “The Owner shall deduct from final Certificate of Payment any costs associated with inspections conducted pursuant to this Section in excess of two (2).”

ADD THE SUBPARAGRAPH 9.10.6 TO 9.10:

- 9.10.6 The Contractor shall retain, during the performance of the Contract and for a period of three (3) years from the completion of the Contract, all records pertaining to the Contractor's Bid and any Contract awarded pursuant to this Invitation to Bid. Such records shall include but not be limited to all paid vouchers including those out-of-pocket expenses; other reimbursements supported by invoices, including Contractor's copies of periodic estimates for partial payment; ledgers; canceled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Owner on demand and without advance notice during the Contractor's normal working hours for the purpose of performing in progress and post audits.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

MODIFY SUBPARAGRAPH 10.1.1 BY ADDING THE FOLLOWING:

- 10.1.1 All machinery, appliances, and equipment furnished under the Contract shall be protected by adequate safety devices as required by the rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia.

10.2 Safety of Persons and Property

MODIFY SUBPARAGRAPH 10.2.2 BY ADDING THE FOLLOWING:

10.2.2 The Successful Offeror/Bidder shall comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror/Bidder is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/hr/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror/Bidder shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror/Bidder shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

MODIFY SUBPARAGRAPH 10.2.3 BY ADDING THE FOLLOWING:

- 10.2.3 The Contractor shall at all times protect the construction site from damage caused by rainwater, ground water, and all other water. It shall provide enclosures, and other equipment required to provide this protection. The Contractor shall provide all shoring, bracing, and sheathing required for safety and proper execution of the Work and shall have the same removed when Work is complete. All shoring, bracing, and sheathing shall be constructed in accordance with accepted engineering procedures and shall meet the requirements of all applicable federal, state and local regulations.

ADD THE FOLLOWING SUBPARAGRAPH 10.2.4.1 TO 10.2.4:

- 10.2.4.1 When the use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

10.3 Hazardous Materials

DELETE SUBPARAGRAPH 10.3.3 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

10.3.3 Work under this Contract excludes all Work related to asbestos found in the existing facilities unless otherwise noted. Should asbestos be suspected or encountered at any time in connection with the Work, the Owner or the Owner's representative shall be notified immediately. Work in the affected area shall stop. The Owner, with his own forces, or by special contract, shall be solely responsible for complete investigation, removal, and disposition of the asbestos hazard found in the existing facilities in accordance with applicable laws and regulations. Upon notice from the Owner that such hazard has been removed or otherwise rendered safe, the Contractor shall resume the Work in the affected area.

OR

10.3.3 Portions of the Work under this Contract includes Work related to asbestos found in the existing facilities (See Drawings and Specifications). Should asbestos not identified in the Drawings and Specifications be suspected or encountered at any time in connection with the Work, the Owner or the Owner's representative shall be notified immediately. Work in the affected area shall stop. The Owner, with his own forces, or by special contract with a third party, shall be solely responsible for complete investigation, assessment and testing of the asbestos hazard found in the existing facilities in accordance with applicable laws and regulations. Upon receiving an asbestos assessment report, the parties will define the scope of work by change order and the Contractor will complete all identified abatement work in accordance with the abatement documents.

ADD SUBPARAGRAPH 10.3.4 TO 10.3 AS FOLLOWS:

10.3.4 It is the Owner's intent that all new construction is to be free of any and all asbestos-containing materials (ACM). It is the intent of these Documents that the Contractor shall be responsible to ensure that no asbestos-containing materials and/or components will be used in or incorporated into the Work. Under this Contract the Owner intends to perform at its own expense any inspection and testing it deems necessary to ensure compliance with these Documents. Where such testing of samples of materials in-place or on the job shows asbestos in the new Work, the Contractor shall be responsible for removing and properly disposing of any such asbestos-containing materials and/or components as approved by the Architect.

DELETE SUBPARAGRAPH 10.5 IN ITS ENTIRETY

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

MODIFY SUB-PARAGRAPH 11.1.1. TO READ AS FOLLOWS:

11.1.1 On line 3, after the word "Contractor" insert the words "and the Owner."

MODIFY SUB-PARAGRAPH 11.1.1.5. TO READ AS FOLLOWS:

11.1.1.5 On line 1, delete the words "other than to the work itself."

ADD THE FOLLOWING SUBPARAGRAPHS 11.1.1.9 AND 11.1.1.10:

11.1.1.9 All insurance certificates and policies shall designate the Owner and Henrico County Public Schools as an additional insured. The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract. On the Certificate Holder the following address shall be used. County of Henrico, Risk Management, P. O. Box 90775, Henrico, VA 23273-0775.

11.1.1.10 The Successful Bidder agrees to indemnify, defend and hold harmless the County of Henrico & Henrico Public County Schools, the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Bidder, provided that such liability is not attributable to the County’s sole negligence.

ADD THE FOLLOWING SUBPARAGRAPHS 11.1.2.1, 11.1.2.2, 11.1.2.3, 11.1.2.4 AND 11.1.2.5:

11.1.2.1 In accordance with the requirement of sub-paragraph 11.1.1, the Contractor shall provide the Owner with proof of insurance with minimum limits as follows, before beginning the Work:

Commercial General Liability:	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate (other than Products/ Completed operations)
	\$2,000,000	General Liability – Products / Completed Operations
	\$1,000,000	Personal and Advertising Injury
	\$ 100,000	Fire Damage Legal Liability
Automobile Liability:	\$1,000,000	Automobile Liability – Each Accident
Workers Compensation:	\$100,000	Employer’s Liability – Each Employee by Accident
	\$100,000	Employer’s Liability – Each Employee by Disease
	\$500,000	Policy Limit by Disease
Umbrella Liability:	\$2,000,000	Each Occurrence/Aggregate

(A) Commercial General Liability, including, but not limited to, Contractual Liability, Products/Completed Operations and Premises and Operations Liability. Coverage must also include, Explosion, Collapse & Underground Coverage (XCU).

(B) Comprehensive Automobile Liability

(C) Workers’ Compensation with statutory limits and Employer’s Liability Coverage B.

(D) Umbrella or Excess Liability) – Bodily Injury and Property Damage Combined.

11.1.2.2 Additional Requirements

In addition to the requirements above, the Successful Supplier shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the additional insurance will be required:

- **Builders Risk Coverage**

Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.

- **Pollution Liability – Limit \$1,000,000**

Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

11.1.2.3 Immediately upon obtaining the policies, the Contractor shall notify the Owner in writing that it has done so and shall provide the Owner with certificates of insurance, in a form acceptable to the Owner, giving the numbers of the policies and the limits thereon.

11.1.2.4 The Contractor shall maintain the policies for the duration of the Contract and shall maintain Completed Operations coverage for a period of two (2) years completion of the Contract.

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

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

DELETE SUBPARAGRAPH 11.3.3 IN ITS ENTIRETY

11.4 PROPERTY INSURANCE

DELETE SUBPARAGRAPHS 11.4.1, 11.4.1.1, 11.4.1.2, 11.4.1.3, 11.4.1.4 AND 11.4.1.5 IN THEIR ENTIRETY AND SUBSTITUTE THE FOLLOWING:

11.4.1 The Contractor will purchase and maintain property insurance on the entire Work located at the site to the full replacement value including "Builder's Risk" insurance if required in 11.1.2.2. Coverage will include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors as their interests may appear, and will be written on an "All Risk". The Contractor shall purchase and maintain similar property insurance for any and all portions of the Work stored away from the job site, or in transit, when

such portions of the Work are to be included in an Application for Payment under subparagraph 9.6.1. The Contractor shall be responsible for the purchase of insurance required for borrowed and Leased Equipment, Jobsite Trailers and any other property not enumerated or contemplated in the aforementioned Builders Risk policy.

DELETE SUBPARAGRAPH 11.4.2 AND SUBSTITUTE THE FOLLOWING:

11.4.2 The Builder's Risk Insurance will extend to the perils included under a boiler and machinery policy to include the installation and testing of systems.

MODIFY SUBPARAGRAPH 11.4.3 AS FOLLOWS:

11.4.3 Delete the last sentence beginning with the word "The" and ending with the word "caused".

MODIFY SUBPARAGRAPH 11.4.4 AS FOLLOWS:

11.4.4. On line 3, delete the word "shall" and replace it with the word "may."

DELETE SUBPARAGRAPHS 11.4.5 IN ITS ENTIRETY

DELETE SUBPARAGRAPHS 11.4.6 IN ITS ENTIRETY

DELETE SUBPARAGRAPHS 11.4.7 IN ITS ENTIRETY

DELETE SUBPARAGRAPHS 11.4.9 IN ITS ENTIRETY

MODIFY SUBPARAGRAPH 11.4.10 AS FOLLOWS:

11.4.10 After the word "power" on line 3, delete the remainder of this sub-paragraph.

ADD THE FOLLOWING SUBPARAGRAPH 11.4.11 TO 11.4:

11.4.11 The Contractor hereby waives all claims, demands, or rights of indemnity which it may have against the Owner, its agents and employees for direct physical loss or damage to property, whether or not covered by insurance obtained pursuant to this paragraph 11.4 or any other Property Insurance applicable to the Work, except such rights as the Contractor may have to the proceeds of such insurance held by the Owner as Trustee. The contractor shall require the Architect, separate contractors, subcontractors and sub-subcontractors to execute similar waivers in favor of the Owner. If a loss is caused by the sole negligence of the Owner, the Owner will waive its rights to subrogate against the contractor, architect, subcontractors and sub-subcontracts.

11.5 Performance Bond and Payment Bond

ADD THE FOLLOWING TO SUBPARAGRAPH 11.5.1 TO 11.5:

11.5.1 The Contractor shall provide a Performance Bond and a Payment Bond (AIA Document A312) each for One Hundred Percent (100%) of the Contract amount including all adjustments as authorized by change order. Bond premiums for the initial Contract shall

be paid by the Contractor. Any subsequent bond premium costs shall be as authorized by change order.

MODIFY THE FOLLOWING SUBPARAGRAPH 11.5.2:

11.5.2 Add the following to the end of the subparagraph: “The successful bidder shall submit AIA 312 Payment Bond (2010 version).”

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

MODIFY SUBPARAGRAPH 12.2.2.1 AS FOLLOWS:

12.2.2.1 Delete the last sentence beginning with the word “If” and ending with “Paragraph 2.4” and substitute the following: “if the Contractor fails to correct nonconforming Work within two (2) weeks after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4. If seasonal limitations prevent performance of required tests for heating or air conditioning equipment or other equipment as of the date of Substantial Completion for the Work, the warranty period for such systems shall begin after the tests have been successfully performed. The use of permanent equipment for temporary heat or other construction activities shall in no way affect warranty period for equipment. Warranty period shall commence when above mentioned tests have been successfully performed.”

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

DELETE 13.1.1 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

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

ADD THE FOLLOWING SUBPARAGRAPH 13.1.2 TO 13.1:

13.1.2 Employment discrimination by the Contractor is prohibited during the performance of this Contract as described in Section 2.2-4311, Chapter 43, Code of Virginia and subparagraph 3.7.2.1 of these Supplementary Conditions.

13.5 Tests and Inspections

MODIFY SUBPARAGRAPH 13.5.1 AS FOLLOWS:

13.5.1 In the fourth line, insert the word “Owner” between “and” and “shall”.

ADD THE FOLLOWING SUBPARAGRAPHS 13.5.7 AND 13.5.8 TO 13.5:

- 13.5.7 Notices given to the Architect as required in paragraph 13.5.1 and 13.5.2 shall be given at least 3 days in advance of the date of such tests and shall be confirmed to the Architect in writing.
- 13.5.8 Owner's Right to Operate Equipment: When the required test of a system or systems has not been successfully completed at the time the Work under the Contract has otherwise been finally completed, the Contractor shall operate these services when required until the tests have been successfully completed or he shall give the Owner the right to operate them.

13.6 Interest

DELETE SUBPARAGRAPH 13.6.1 AND SUBSTITUTE THE FOLLOWING:

- 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest at the rate of 1/2% per month from the date payment is due. Payment shall be due 45 days after receipt of the Certificate of Payment by the Architect.

ADD THE FOLLOWING PARAGRAPH 13.8 AND SUBPARAGRAPHS 13.8.1 AND 13.8.2 TO ARTICLE 13:

13.8 Cooperation with Governmental Agencies, Public Utilities, Etc.

- 13.8.1 Contractor shall be responsible for making necessary arrangements with governmental departments, public utilities, public carriers, services companies, cable television, and corporations owning, or controlling roadways, water, sewer, gas electricity, telephone, and telegraph facilities, such as pavement, piping, wires, cables, conduits, poles, and guys, including incidental structures connected therewith, that are encountered in the work in order that such items may be properly shored, supported, protected, or relocated.
- 13.8.2 Contractor shall give proper notices, comply with requirements of such parties in the performance of the Work, permit entrance of such parties on the project in order that they may perform their necessary work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

MODIFY SUBPARAGRAPH 14.1.1 AS FOLLOWS:

- 14.1.1 In the third line delete the phrase "under direct or indirect contract with the Contractor". Delete clause .4 in its entirety.

MODIFY SUBPARAGRAPH 14.1.2 AS FOLLOWS:

- 14.1.2 In second and third lines delete the phrase "under direct or indirect contract with the Contractor," between the words "Work" and "repeated".

DELETE 14.1.4 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

- 14.1.4 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor, Subcontractor, or Sub-subcontractor, or their agents or employees or any other persons performing portions of the Work, because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 Termination by the Owner for Cause

MODIFY CLAUSE 14.2.1 AS FOLLOWS:

- 14.2.1 Place a semicolon after the word "labor" in line one of clause .2 and delete "in accordance with the respective agreements between the Contractor and the Subcontractors;". Add clause .5 as follows: ".5 is bankrupt or otherwise takes any action evidencing insolvency."

14.4 Termination by the Owner for Convenience

DELETE SUBPARAGRAPH 14.4.1 AND SUBSTITUTE THE FOLLOWING:

- 14.4.1 Upon seven (7) days' written notice to the Contractor and the Architect, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work satisfactorily executed and any expense sustained plus reasonable termination expenses.

MODIFY SUBPARAGRAPH 14.4.2 AS FOLLOWS:

- 14.4.2 In line two of clause .3 add the phrase "and except as otherwise provided" following the word "notice."

DELETE SUBPARAGRAPH 14.4.3 IN ITS ENTIRETY

END OF SUPPLEMENTARY CONDITIONS

AIA Document B151-1997 – ATTACHMENT C

Supplemental Terms and Conditions to the Abbreviated Standard Form of Agreement Between Owner and Architect (B151-1997)

I. ADDITIONS:

The following sections are hereby added to the Abbreviated Standard Form of Agreement Between Owner and Architect (B151-1997) between [Architect Name] and the [owner name] dated [date]:

§ 2.6.19 The Architect shall provide the following:

1. One (1) complete set of CAD drawing files and project specifications prepared by the Architect as the “Bid Documents” on Compact Disk (CD); One (1) complete set of Record Documents prepared by the Architect, on Compact Disk and on bond paper for reproduction, to include: The Architect’s CAD drawing files and project specifications; the Contractor’s “As Built Drawings”; as well as data from the Architect’s on-going record (Approved submittals and shop drawings, RFIs, COs, ASIs, CCDs, etc.) if not already provided to the Owner.

When the project design documents are produced using Building Information Modeling (BIM) Software the Architect shall provide the BIM model to the Owner at the end of the Construction Documents phase.

When the scope of work includes a Building Energy Model (BEM) the Architect shall provide the Owner with the complete BEM, including electronic files and other engineering and architectural data required to generate the BEM.

2. CAD drawings shall be archived in AutoCAD current version DWG (or another version mutually agreed upon by the Owner and the Architect) utilizing E-Transmit function with all external referenced files and blocks imported into the base file, or as otherwise approved by the Owner. All DWG files shall be named to reflect the name of the title block/sheet, incorporate standard file containing a complete index and cross-reference of all files layers and fonts used along with user information for the use of the disk. DWG files generated from non-AutoCAD software shall be provided with original layer names and original layer colors.
3. Project specifications shall be in Microsoft Word current version (or another version mutually agreed upon by the Owner and Architect) and shall be incorporated into one indexed file that can be full searched by keywords.
4. “Record Drawings” CD shall include all changes in the work made during construction based, in part, upon “As-Built Drawings”, other data furnished by the Contractor to the Architect and the Architect’s project record. Include all sketches issued during construction in AutoCAD format on CD.
5. Printed set of “Record” documents shall be on high quality bond paper created from files provided on the “Record Documents” CD.
6. The Owner shall be entitled to use all documents provided under this agreement for display, research, recordkeeping, maintenance, and site or facility modifications. Use of these documents shall be the sole risk of the Owner and without liability to the Architect.

§ 6.2 The Instruments of Service prepared by the Architect for the Project shall be deemed the property of the Owner who shall be entitled to all common law, statutory, and other reserved rights including the copyright. Any use of such Instruments of Service by the Owner on any other project, other than the Project under this Agreement, without written verification or adaptation by the Architect, shall be the sole risk of the Owner and without liability to Architect, and Owner waives and releases Architect from liability for any and all claims which arise out of such use. Architect shall nevertheless have an unqualified, irrevocable license to use such Instruments of Service, in its sales, marketing and other promotional materials, and for the purpose of preparing drawings, specifications and other documents for projects of other clients of the Architect, except that the Architect must obtain the Owner's permission to publish the Instruments of Service prior to a public bid. In the case of documents that will not be released to the public, the Architect shall obtain the Owner's permission to publish the Instruments of Service at any time.

§ 8.7 If the Architect fails substantially to perform in accordance with the terms of this Agreement through no fault of the Owner, the Owner may elect to terminate this Agreement pursuant to Section 8.4, or to notify the Architect in writing of the failure and provide the Architect twenty (20) calendar days to provide a plan to correct the failure and such additional time as may be required to implement the plan. If the Architect fails to provide a plan acceptable to the Owner with twenty (20) days or fails to remedy the failure within any additional time allotted by the Owner, the Owner may terminate this Agreement pursuant to Section 8.4 at any time thereafter upon written notice, effective immediately upon receipt by the Architect.

§ 8.8 In the event the Owner properly terminates this Agreement pursuant to Sections 8.4 and 8.7 and thereafter procures professional design services from another source to complete the Architect's scope of services as specified in this Agreement, the Architect shall be responsible for any reasonable cost directly attributable to such procurement but only to the extent that reasonable cost of the replacement professional design services exceed the Owner's cost for the Architect's Scope of services as specified in this Agreement. Nothing in this section or any other part of this Agreement shall relieve the Owner from its duty under the law to mitigate its damages.

§ 8.9 Any termination pursuant to Sections 8.4, 8.7, 8.8 by the Owner that is determined by the court of competent jurisdiction not to have been justified as a termination for cause shall be deemed a termination for the convenience of the Owner pursuant to section 8.5 of this Agreement, and the Architect shall be entitled to all rights and compensation pursuant to a termination for convenience under the terms of this Agreement.

§ 9.16 Pursuant to Va. Code § 2.2-4312:
The term "contractor referenced in Va. Code § 2.2-4311.2 refer to "Architect".

§ 9.17 Pursuant to Va. Code § 2.2-4311.2:
The terms "contractor" and "business entity" referenced in Va. Code § 2.2-4311.2 refer to "Architect".

§ 9.19 Pursuant to Va. Code § 2.2-4354, as a proprietorship, or corporation, the Architect shall provide its federal employer identification number to the County. Pursuant to Va. Code § 2.2-4354, individual contractors shall provide their social security numbers to the County.

§ 9.20 Pursuant to Va. Code § 2.2-4354:

1. The Architect shall take one of the two following actions within seven days after receipt of amounts paid to the Architect by the County for all or portions of the Work performed by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received

from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Architect's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. Pursuant to Virginia Code § 2.2-4354, as a proprietorship, partnership, or corporation, the Architect shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, individual architects shall provide their social security numbers to the County.
3. The Architect shall pay interest to its subcontractors on all amounts owed by the Architect that remain unpaid after seven days following receipt by the Architect of payment from the County for all or portions of the Work performed by the subcontractors, except for amounts withheld as allowed in subsection .1(b) above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.
5. The Architect 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.
6. The Architect's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

§ 9.21 Pursuant to Va. Code § 2.2-4311.2:

The terms "contractor" and "business entity" referenced in Va. Code § 2.2-4311.2 refer to "Architect".

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. A contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. A contractor described in subsection b that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of General Services, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the contractor pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact

business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked at any time during the term of the contract.

§ 10.3.2 No more than one time each month, Architect may submit an invoice, on an approved invoice form, to the Owner covering the services provided under this Agreement during the prior month(s). Requests for payment for hourly work covered by the contract shall be based on services actually provided to the Owner and shall be accompanied by a brief narrative outlining the services provided, and justifying the invoiced amount.

§ 10.5 Prior to accepting any request for payment from the Architect, the Owner shall have the right to expend a reasonable time to verify information contained on any such request and to correct any errors found therein. The Owner will pay all undisputed amounts within 45 days of acceptance of the request for payment. If any portion of the request is disputed, the Owner will specify the amount in dispute and the nature of the dispute and will pay the undisputed amount of the request in accordance with the terms of this Agreement.

§ 12.5 Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be cancelled, limited in scope coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Director of General Services, County of Henrico, by the Architect, however, no prior notice shall be required for a reduction in coverage of professional liability insurance resulting from the erosion of policy limits caused by a claim against the Architect as long as remaining coverage exceeds one half million dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate.
2. It is agreed that any insurance maintained by the County of Henrico shall apply in excess of and not contribute with insurance provided by this policy.
3. Claim-made Professional Liability insurance shall remain in full effect for a period of one year after the completion of the construction / installation phase of the Work performed by the Architect.

§ 13 Notwithstanding any contrary language in this Agreement or any of the Contract documents, any reference to form A201 (*General Conditions of the Contract for Construction*) refers to the 1997 version instead of the “current version as of the date of this Agreement.”

II. MODIFICATIONS:

The following sections to the Abbreviated Standard Form of Agreement Between Owner and Architect (B151-1997) between [Architect Name] and the [Owner] dated [date] are hereby modified as follows:

§ 2.4.2 At the end of section 2.4.2 the following sentence is added: “The Construction Documents shall incorporate form A201-1997 (*General Conditions of the Contract for Construction*) and the County’s *Supplementary Conditions to the General Conditions of the Contract for Construction*, both of which are attached hereto.”

§ 10.2.1 The following sentence is added at the beginning of section 10.2.1, “Reimbursable Expenses must be approved by the Owner prior to the Architect incurring them.”

AIA Document B151-1997 – ATTACHMENT D

Memorandum of Understanding

AIA Document B151-1997 – ATTACHMENT E

Fee Proposal

ATTACHMENT G

APPENDIX C: POD Fast Track Process

If designated by the County Manager's office, a project may qualify for an expedited "fast track" (FT) review and approval process. The intent of this FT process is to expedite the approval of projects which provide significant economic development, redevelopment or other community benefits for Henrico, as determined by the County Manager's office. A project may be considered for the "Gold" FT process if it provides major economic benefits for Henrico, or the "Silver" FT process if it provides significant redevelopment or other community benefits for Henrico.

Applicants who would like their project to be considered for FT designation should anticipate the following steps:

1. Applicants should contact the Deputy County Manager for Community Development (DCMCD) to schedule a meeting to review the scope and nature of the proposed project. Applicants should be prepared to provide a sufficient level of detail on the economic or other benefits to the county as well as preliminary site plan and engineering information.
2. Upon designation as a FT project by the County Manager's office, the DCMCD will schedule a meeting with the Applicant and the County's FT review team (Plan Expediter from the Planning Department and designated FT team members from each review agency). The Applicant will provide a detailed presentation about the scope and nature of the project as well as site plan and engineering information. After the presentation, a Memorandum of Agreement (MOA) will be completed to establish the submission and review schedule commitments for each party.
3. If designated as a "Gold" FT project, plans will be accepted for review and considered on the next Planning Commission agenda if submitted within 4 weeks of the Planning Commission hearing, saving 2.5 weeks. Review comments will be provided by all Henrico review agencies within 6 business days after each submission. The Applicant must provide all required information and meet schedule commitments included in the MOA to remain in the FT process.
4. If designated as a "Silver" FT project, plans will be accepted for review and considered on the normal 6.5 week Planning Commission schedule. Review comments will be provided by all Henrico review agencies within 9 business days after each submission. The Applicant must provide all required information and meet schedule commitments included in the MOA to remain in the FT process.
5. When all of the comments from the Henrico FT team have been addressed, plans will be signed and approved within 5 business days after submission.

Projects which are not designated for the Fast Track process will be reviewed in accordance with steps and schedule outlined in other sections of this “Plan of Development Review Process.”

Henrico County POD Fast Track Process

Memorandum of Agreement
Between
Henrico Review Agencies and the Applicant

Henrico's Fast Track (FT) approval process expedites the approval of projects which provide significant economic development, redevelopment, or other community benefits for Henrico, as determined by the County Manager's office.

An essential part of this expedited process is to establish a schedule both parties are committed to achieve. The milestones included in this Memorandum of Agreement (MOA) will provide the foundation for expedited project approval and are critical for allocation of applicant and County staff resources.

POD Project Name: _____
Case Number: _____
Fast Track Designation: _____

Henrico Fast Track Team Members

Deputy County Manager: _____
Plan Expediter: _____
Planning: _____
Public Utilities: _____
Public Works:
 Environmental: _____
 Traffic: _____
 Design: _____
 Construction: _____
Police: _____
Fire: _____
Other: _____

Applicant's Team

Developer: _____
Engineer: _____
Architect/Planner: _____
Other: _____

Fast Track Review and Approval Schedule:	Date:
Initial Submittal	
Plans routed, begin 6 or 9 day review	
Comments due to Applicant	
Staff/developer meeting	
Revised submittal due to County (if necessary)	
Planning Commission Hearing	
Construction Plans due to County	
Plans routed, begin 6 or 9 day review	
Comments due to Applicant	
2 nd submittal due to County (if necessary)	
Plans routed, begin 6 or 9 day review	
Comments due to Applicant	
Plans for Signature due to County	
Plans routed, begin 5 day signature process	
Plans Signed and Returned to Applicant	

Notes:

1. The commitments in this MOA will no longer be in effect if the Applicant fails to meet the agreed upon schedule.
2. County agencies are committed to meet this schedule. However, review timelines may be impacted by the requirements of State and Federal Agencies.

IN WITNESS WHEREOF, the Applicant and the County have caused this MOA to be executed and delivered on the dates noted below:

APPLICANT:

Developer

By: _____

Name: _____

Title: _____

Date: _____

COUNTY:

**HENRICO COUNTY, a political subdivision of the
Commonwealth of Virginia**

By: _____

Name: _____

Title: _____

Date: _____