

**VIRGINIA COMMERCIAL SPACE FLIGHT AUTHORITY
REQUEST FOR PROPOSAL (RFP)**

Issue Date: November 22, 2023

Subject: RFP #24.200300-040-015

Title: VCSFA MARS Pad 0D Foundations and Utilities

Issuing Organization: Virginia Commercial Space Flight Authority
101 W. Main Street, Suite 602
Norfolk, VA 23510

Location: Pad 0D Site
Mid-Atlantic Regional Spaceport
Wallops Island, VA 23337

Proposals will be received until December 20, 2023, 5:00 p.m. EST for furnishing the goods/services described herein.

Proposals shall remain valid for 30 days from the date submittals are due.

VCSFA is not obligated to pay any costs incurred by the Offeror in preparing or submitting an offer to this RFP.

All questions shall be e-mailed to Solicitations@vaspace.org by December 6, 2023. Please include RFP #24.200300-060-015 in the subject line of all inquiries.

Certification:

In compliance with this RFP and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and hereby certifies that all information provided below and in response to this request for proposal and any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

Authorized Signature/Title	Date	Printed Name
Email		Phone Number

Virginia Commercial Space Flight Authority
RFP #24.200300040-015
VCSFA MARS Pad 0D Foundations and Utilities

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Virginia Commercial Space Flight Authority does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE

The purpose of this Request for Proposal is to establish a contract through competitive negotiation for a project to construct pile supported foundations required to support inert gas tanks, lightning protection, and deluge containment; housekeeping pad to support a deluge fill skid along with water main tie-in, piping, fill skid fabrication, and 78" riser flange; lightning protection poles with FAA lighting, power distribution to site; and site work including an aggregate section and storm water connections.

The project is located on NASA Wallops Flight Facility, Wallops Island, VA

II. BACKGROUND

VCSFA is a political subdivision of the Commonwealth of Virginia, owns and operates the Mid-Atlantic Regional Spaceport (MARS), which is one of only four spaceports in the U.S. licensed by the Federal Aviation Administration (FAA) Office of Commercial Space Transportation for vertical launches to orbital trajectories and one of only three East Coast orbital launch sites with launch trajectories to achieve orbital inclinations between approximately 38° and 60°. MARS is located on the NASA Wallops Flight Facility (WFF) complex on the Eastern Shore of Virginia at Wallops Island. The spaceport includes three launch pads, an Unmanned Aircraft Systems (UAS) Airfield, a Payload Processing Facility (PPF), and an Integration and Control Facility (ICF).

VCSFA offers a competitive alternative for responsive, cost effective, reliable, and mission-capable space access. The launch pads and broad trajectory options at MARS provide access for small- and mid-class launch vehicles to the Earth's orbit and interplanetary missions. MARS also has the potential to support sun-synchronous orbit missions to satisfy key requirements for science and imagery missions, such as global coverage of nearly all latitudes. VCSFA personnel provide technical support to prepare, enhance, and operate the launch pads in support of rocket customers. We also provide payload processing support and rocket integration facilities supporting the entire value chain. The MARS UAS Airfield enables direct access to restricted airspace at a secure federal facility.

III. STATEMENT OF WORK

The Offeror shall perform all Work necessary or incidental for the proper execution and completion of pile supported foundations to support inert gas tanks, lightning protection, and deluge containment; housekeeping pad to support a deluge fill skid along with water main tie-in, piping, fill skid fabrication, and 78" riser flange; lightning protection poles with FAA lighting, power distribution to site; and site work including an aggregate section and storm water connections.

1. The Offeror's Work shall include all supervision, labor, materials, equipment, tools, hoisting, transportation, **licenses**, fees, taxes, bonds, warranties, guarantees and requirements necessary to furnish this scope of work complete in full compliance with the request for proposal and referenced bid documents.
2. All Drawings and Specifications referenced in the Proposal Documents are included in this scope. The Drawings and Specifications include Attachment C - Wallops Pad 0D Package 4 60% Design, and Attachment D - Wallops Pad 0D Phase 1a Composite Specifications.
3. Complete construction administration shall be the responsibility of the offeror.

4. Contractor shall be responsible for performing this scope of work per the attached drawings and specifications including but not limited to the following:
 - All layout and surveying to achieve elevations, design, and anchor bolt locations.
 - Coordinating pile installation, including but not limited to excavation, layout, and final elevations.
 - Pile program - driving piles to fixity and restriking piles as required. Quantity and lengths are included in the drawings.
 - Excavation, grading, sediment erosion control measures, offsite disposal of spoils produced from this scope, and returning grades to existing condition upon completion.
 - Coordinate site logistics with VCSFA prior to mobilization, leap frogging of work as required to support development.
 - All anchor bolts and embeds per the drawings.
 - Grounding conductor leads into foundations within this scope per Note 2 on E-121, but shall exclude the site grounding grid on E-121 from the base proposal.
 - Dewatering as required to perform this scope, water typically present at and below elevation of approximately 3'.
5. Offeror shall submit to VCSFA all required submittals per the spec book in a timely manner as to not delay schedule milestones.
6. Offeror shall maintain utility markings and coordinate work around existing utilities.
7. Complete management of all lower-tier subcontractors/trades (Requests for Information, submittals, safety meetings, requirements for the execution of all subtrades). All communication directed to VCSFA for the Project shall be coordinated through the general contractor.
8. Monthly Written Progress Reports to Owner with invoicing (schedule updates, technical and/or financial risks, major procurement updates, status of major milestones).
9. VCSFA will provide contacts for inspectors.
10. Offeror shall coordinate and schedule all inspections with third-party inspectors as required with adequate notice, minimum 24-hours prior, for required inspections including but not limited to inspection of pile installation, subgrade, rebar inspection, concrete sampling, etc.
11. Offeror shall coordinate Weekly Progress Meetings with VCSFA
12. Offeror shall be responsible for all layout and surveying, as required, to establish benchmarks, elevations, latitude/longitude, etc. to perform this scope of work in accordance with the plans.
13. Offeror shall be responsible for the implementation and management of the Stormwater Pollution Prevention Plan (SWPPP).
14. Offeror shall be responsible for utility locates, maintaining utility markings, and coordinating the implementation of this scope of work with existing utilities.

15. Exclusion-see markups on drawing package

- Water Tower Fill Pumps
- Inert Gas Tanks
- All communication scope
- All cable tray scope
- All lighting scope except lightning poles
- FAA lighting
- All systems scope
- All site lightning protection except scope pertaining to the 4 lightning protection masts at the launch mount
- Site Transformers and Switchboards MDP1/2 (See E-601 for scope delineation)
- Site grounding grid except conductor leads into foundations
- Launch Mount/Water Tower/LOX Tanks, stormwater ponds.

IV. SCHEDULE

1. Request for Proposal
 - a. Release of Solicitation: 11/22/23
 - b. Questions may be submitted no later than 12/5/23, 5:00 PM EST.
 - c. Proposals Due: 12/20/23, 5:00 PM EST.
2. Anticipated Construction Milestones
 - a. See Attachment F - Schedule
 - b. Entire Scope Completion: 09/30/24

An executed VCSFA Mutual Non-Disclosure Agreement (MNDA) will be required prior to receiving Wallops Pad 0D Package 4 60% Design, Attachment C, and Wallops Pad 0D Phase 1a Composite Specifications, Attachment D. Participation in the bidding of this solicitation is contingent on timely receipt of the MNDA. Request the MNDA at solicitations@vaspace.org and reference RFP #24.200300-040-015 in the subject line of the e-mail. The MNDA will be sent via DocuSign.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL REQUIREMENTS:

1. Response
 - a. In order to be considered for selection, Offerors must submit an electronic proposal by the date and time noted above and on the cover of this solicitation.
 - b. Receipt of an electronic proposal shall be used to determine timeliness.
 - c. Proposals must be submitted to solicitations@vaspace.org.
2. Proposal Preparation
 - a. Proposals must be signed by an authorized representative of the Offeror.
 - b. All information requested must be submitted. Proposals shall be organized as outlined. All pages of the proposal should be numbered, and each paragraph in the proposal should reference the page number and paragraph number (as appropriate) of the corresponding section of the RFP. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional

material. Proposals which are not organized in this manner risk elimination from consideration if VCSFA is unable to find where the RFP requirements are specifically addressed.

- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be placed on completeness and clarity of content.
- d. Proposal Preparation Costs: The Offeror is responsible for all costs of proposal preparation. VCSFA is not liable for any cost incurred by an Offeror in response to this RFP.

3. All proposals shall include:

- a. A separate Fixed price proposal. Do not submit the VCSFA RFP package.
- b. Breakdown pricing in accordance with Attachment E-Proposal Form.
- c. All assumptions or exclusions made on pricing as applicable.
- d. Proposed schedule for completion of work, including approximate mobilization date and duration to complete.
- e. Proposal shall include completed Attachment F-Schedule Form.
- f. Listing of proposed lower-tier subcontractors on any elements of work that will not be self-performed.
- g. Exceptions to Attachment G - VCSFA Terms & Conditions and Attachment H - Special Requirements and/or Terms & Conditions, as applicable shall be included in Attachment I – Exceptions.
- h. Fixed price proposal shall remain valid for thirty (30) days from date of submission.
- i. All requests for information and proposals shall be e-mailed to:
solicitations@vaspace.org in accordance with the deadlines stated above.

B. SPECIFIC PROPOSAL REQUIREMENTS

All proposals submitted in response to this solicitation must be as concise and detailed as possible so VCSFA may properly evaluate the Offeror's capabilities to provide the required services. Offerors must submit the following items as a complete proposal:

1. Include of the cover sheet of this RFP, signed and filled out as required.
2. All Offerors must complete the one-page VCSFA Business Certificate and W-9 and submit with the proposal, Attachments A and B respectively.

VI. EVALUATION AND AWARD CRITERIA

1. Submitted bids will be evaluated based on best overall value with the following order of priority: schedule, cost (lump sum as well as projected level of effort) and technical approach.
2. Proposals that are not in compliance with specifications will not be considered. Proposals shall be evaluated by VCSFA based on the above specific criteria and completeness, relevance, and quality of the Offeror's responses to the RFP and the specific proposal requirements.
3. VCSFA reserves the right to reject any and all proposals; or to select the proposal that in the VCSFA's judgment, best accomplishes the purpose of the request.

VII. GENERAL TERMS AND CONDITIONS

See the attached VCSFA Terms and Conditions, Attachment G and VCSFA Special Requirements, Attachment H.

VIII. OTHER TERMS AND CONDITIONS

1. If this contract is over \$10,000, during the performance of any resulting Contract and in accordance with the Virginia Fair Employment Contracting Act, Va. Code Sec. 2.2- 4200 et seq., the Contractor agrees as follows:
 - 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, including the names of all contracting agencies with which the Contractor has contracts of over \$10,000.
 - 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. However, 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.
 - c. If the Contractor employs more than five employees, the Contractor shall
 - (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
 - d. The Contractor shall include the provisions of subdivisions a, b, and c above in every subcontract or purchase order of over \$10,000, so that those provisions will be binding upon each subcontractor or vendor.

The Contractor agrees to comply with all applicable federal and state laws and regulations pertaining to information security and data privacy.

2. Request to Protect Records from Public Disclosure

Information which you desire to make available to VCSFA but which you believe should be exempted from disclosure, such as a trade secret, proprietary information, or other confidential information, should clearly be identified and designated as such, stating in writing why protection of that information is needed. The Respondent should make a written request to

solicitations@vaspace.org. The written request shall:

- a. Specify the applicable Code of Virginia exemption (such as Va. Code Sec. 2.2-3705.6(24)), upon the submission of the materials for which protection is sought;
- b. Identify specifically and conspicuously the data or other materials for which the protection is sought (requesting protection for the entire response does not comply with this requirement and such request will be rejected); and
- c. State the reasons why protection is necessary.

Failure to take such precautions prior to submission of information may subject confidential information to disclosure under the Virginia Freedom of Information Act.

IX. ATTACHMENTS

Attachment A - VCSFA Business Certification

Attachment B - W-9 form

Attachment C - Wallops Pad 0D Package 4 60% Design (MNDA required)

Attachment D - Wallops Pad 0D Phase 1a Composite Specifications (MNDA required)

Attachment E - Proposal Form

Attachment F - Schedule Form

Attachment G - VCSFA Terms and Conditions

Attachment H - VCSFA Special Requirements

Attachment I - Exceptions to VCSFA Terms and Conditions

Dear Valued Supplier,

We request that you complete the following information in order to be added the approved suppliers list with Virginia Commercial Space Flight Authority (VCSFA). Please return this form as soon as possible.

Company Addresses

Order to:

Remit to:

Company Name				Company Name			
Street Address				Street Address			
City				City			
State		Zip		State		Zip	
Telephone Number				Telephone Number			
Fax Number				Fax Number			

Pertinent Data

Principal product or service:	NAICS:	Cage Code	
Federal Tax I.D. Number:		Dun & Bradstreet Number:	
President:		CFO:	
Years in Business:		No. of Employees:	
If Subsidiary, name of Parent:			
Has your company ever filed for Bankruptcy?		If so, what year?	

Business Status

It is the policy of VCSFA that small businesses and companies owned by socially and economically disadvantaged individuals have the maximum opportunity to participate in the performance of contracts awarded by the Commonwealth of Virginia and U.S. Government Federal agencies. Eligibility as a small business is based upon the regulations issued by the Small Business Administration, per Rev. 13, part 121 of the SBA Rules and Regulations.

Small Business	Small Disadvantaged Business
Large Business	Women-Owned Small Business
Non-Profit Business	HUBZone Small Business
Foreign Business	Veteran Owned Small Business
Historically Black College & University or Minority Institution	Service Disabled Veteran Owned Small Business
Native American-Owned Small Business	Nonprofit Agency for Blind/Handicap

Export/Import Certification

ITAR 22 CFR 120.15 and EAR 15 CFR Part 772 define a U.S. person as a person who is a lawful permanent resident as defined by 8 U.S.C.1101(a)(20) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity.

- A. OFFEROR (___) is, (___) is not a "U.S. Person" as defined in the ITAR 22 CFR Part 120.15 and EAR 15 CFR 772.
- B. OFFEROR (___) is registered, (___) is exempt from registration, (___) is not registered with the U.S. Department of State, Directorate of Defense Trade Controls per ITAR 22 CFR Part 122.1 (a) and (b). Expiration Date of Registration (_____)
- C. OFFEROR (___) will obtain the necessary export authorization prior to the release of controlled technical data or other defense articles provided by VCSFA for the purpose of procurement to any Foreign Person in or outside of the United States.

In the event this effort contains controlled technical data within the definition of the International Traffic In Arms Regulations (ITAR), it is subject to the control laws of the U.S. Government. Transfer of this data by any means to a Foreign Person, whether in the United States or abroad, without an export license or other approval from the U.S. Department of State, is prohibited. Suppliers shall ensure any lower tier participants are made aware of this requirement. Additionally, for service type orders, the supplier is advised that due to the nature of work performed by Virginia Commercial Space Flight Authority, it is anticipated that any services performed under this contract may include exposure to defense articles. As such, only U.S. Persons may work on any resultant order. The supplier is responsible for ensuring compliance with this requirement, and for flowing down the requirement to lower tier participants.

OFFEROR (___) is, (___) is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

Does your organization hold any State or GSA Contracts? Yes No If yes, what is the Contract Number? _____

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

ORDERS MAY NOT BE PROCESSED UNTIL WE HAVE RECEIVED THE ABOVE INFORMATION

Internal Use Only

Vendor ID:		Classification:	_____
(Assigned by VCSFA POC)		(NAICS)	

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment E - Proposal Form

**VCSFA RFP# 24.200300-040-015
VCSFA MARS Pad 0D Foundations and Utilities**

Company Name:
Address:
Phone/Email:
Contact Name/Title:

Price Breakdown

<u>Element</u>	<u>Cost</u>
Piles	_____
Deluge Basin	_____
Inert Gas Foundations	_____
Lightning Protection Foundations and Poles	_____
Deluge Fill Skid Piping and Water Main Tie-In	_____
Water Tower Riser 78" Flange	_____
Electrical Scope	_____
Site Work	_____
Construction Subtotal	_____
<u>Adjustments</u>	
Bond	_____
LUMP SUM PRICE	_____
<u>Alternates</u>	
Pile Length Unit Rates per ft	
Add/Deduct for piles	_____
Add/Deduct for spliced piles	_____

Labor/Equipment Rates for Approved Changes (attach additional sheets as necessary)

Contractor shall provide standard and overtime rates for each classification of labor anticipated as well as hourly rate for each classification of equipment anticipated. All rates shall include overhead, profit, taxes, insurance, bonds, hourly minimums, etc.).

<u>Trade</u>	Rate	<u>REG</u>	<u>O.T.</u>
Superintendent		_____/hr.	_____/hr.
Equipment Operator		_____/hr.	_____/hr.
Laborer		_____/hr.	_____/hr.
Other _____		_____/hr.	_____/hr.
Other _____		_____/hr.	_____/hr.
Other _____		_____/hr.	_____/hr.

Equipment

Excavator		_____/hr.	_____/hr.
Bulldozer		_____/hr.	_____/hr.
Other _____		_____/hr.	_____/hr.
Other _____		_____/hr.	_____/hr.
Other _____		_____/hr.	_____/hr.

Attachment F - Schedule Form

**VCSFA RFP# 24.200300-040-015
VCSFA MARS Pad 0D Foundations and Utilities**

Company Name:
Address:
Phone/Email:
Contact Name/Title:

Milestones and Durations (required): Indicate in working days. Please provide expedited options for schedule with associated costs, not required to submit bid but highly recommended.

Scope	Start Date/ Site Ready	Requested Duration	Contractor Duration	Expedited Duration	Expedited Cost
Inert Gas Storage Foundations	NTP	45 Days			
Deluge Basin	4/22/24	90 Days			
Lightning Protection Foundations	4/22/24	20 Days			
Lightning Poles LEAD Times	NTP	80 Days			
Deluge Fill Skid and Piping	NTP	80 Days			
Electrical Scope	3/6/24	25 Days			
Site Work / Storm Water	TBD	25 Days			

Anticipated mobilization date _____

Projected completion date for All Scope _____

Schedule: Contractor shall attach a schedule detailing completion of this scope of work in their proposal response, in addition to the required information above, to indicate additional detail, major milestones, etc.

ATTACHMENT G

RFP#24.200300-040-015

VCSFA MARS PAD 0D Foundations and Utilities

VCSFA TERMS AND CONDITIONS

1. Definitions
2. The Work
3. Contract Documents
4. Submittals
5. Superintendence
6. Material and Workmanship
7. Progress and Completion
8. Mutual Responsibility
9. Changes
10. Delays
11. Default and Termination
12. Claims and Disputes
13. Regulatory Compliance, Inspections, and Testing
14. Environmental Protection
15. Safety
16. Safety Data Sheets
17. Substance Abuse
18. Indemnity and Insurance
19. Encumbrances
20. Warranties and Guarantees
21. Miscellaneous Requirements
22. Payments

1. DEFINITIONS

- A. In this Agreement, the word “**Work**” shall mean the work, labor, services, materials, and things required to be done and furnished by the Contractor under this Agreement. The word “**Project**” shall mean all work, labor, services, materials and things required to be done to construct the entire Project of which the Work under this Trade Contract is a part.
- B. The word “**Owner**” shall mean VCSFA.
- C. The words “**Architect/Engineer**”, “**Architect**” or “**Engineer**” shall mean the Architect or Engineer furnishing design services for the Project pursuant to agreement with the Owner.
- D. The words “**building**”, “**structure**”, or “**project**” shall also mean, and include, outside utilities, sidewalks, landscaping, roads, streets, and other subjects and objects of construction related to the Work being provided by Trade Contractor under this Agreement.
- E. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an officer or agent of the corporation for whom it was intended, or if delivered to or sent by Registered or Certified mail or by courier services to the last business address known to the party giving notice.

2. THE WORK

- A. The Contractor agrees to provide the Work required and will complete the Scope of Work as defined above, and will furnish all labor, materials, scaffolding, equipment, systems, machinery, tools, apparatus, and transportation necessary to complete the Work, as described herein and as described in “Attachment D, VCSFA Special Requirements”, including all required shop drawings and samples and shall, as often as directed by the Owner, completely clean all work and remove all contributing debris from the jobsite or to locations designated by the Owner, and perform all work necessary to complete the items of Work as stated in the Contract Documents.

3. CONTRACT DOCUMENTS

- A. The Contract Documents consist of this written Agreement between the Owner and the Trade Contractor including Attachments, all Drawings, Specifications, Addenda, Construction Schedule(s), Change Order(s), and written orders for minor changes in the Work issued by the Architect/Engineer and/or the Owner, all of which constitute one instrument.
- B. Except as modified by this Agreement, the Work shall be performed and completed in accordance with the Contract Documents, including addenda thereto, all of which the Trade Contractor acknowledges he has read and understands.
- C. The Contract Documents including the Attachments, Drawings, Plans, Specifications, Special Requirements and addenda thereto, shall be kept on file in the office of the Owner, and shall be considered as exhibits to this Agreement. Work shown on the drawings, but not specified, or in the Specifications, are to be construed as supplementing each other.
- D. Should the Owner not engage an Architect/Engineer on the Project, the rights of the Parties shall be determined without necessity of any certificate, determinations, or other function(s) to be performed by an Architect/Engineer.
- E. Trade Contractor hereby specifically acknowledges and declares the contract documents are sufficiently complete to have enabled it to determine the cost of work and that the Drawings and Specifications and all Addenda are sufficient to enable Trade Contractor to construct the work outlined therein in accordance with applicable laws and otherwise to fulfill all its obligations under the contract documents and to determine the cost of work. Trade Contractor shall report any discrepancy or omission, which it observes as such in the construction documents and request any need for clarification or interpretation to the Owner. If Trade Contractor performs any construction activity or if it knows that any contract document contains a recognized error, inconsistency, or omission and Trade Contractor fails to report such a condition then said Trade Contractor shall be responsible for such performance and shall bear the cost of correction thereof.
- F. The Trade Contractor, upon execution of this Agreement, shall be bound to the Owner by the terms of all the Contract Documents. This Agreement shall preserve and protect the rights of the Owner with respect to the Work to be performed by the Trade Contractor so that contracting thereof will not

prejudice such rights. The Trade Contractor shall require each lower-tier Sub-Contractor to enter into the same Agreement.

- G. In the event of any conflict or discrepancy in the provision of the Contract Documents, the Documents shall be interpreted on the basis of the following order of priority:
 - a) The Agreement between the Owner and Trade Contractor including properly signed Change Orders thereto;
 - b) Addenda, with later date having greater priority;
 - c) Specifications;
 - d) Drawings;
 - e) Large scale detail(s) and/or schedule(s)
 - f) Small scale detail(s).
- H. The organization of the Specifications into Divisions, Sections, and Articles, and the arrangement of the Drawings, shall not control the Trade Contractor in dividing the Work among Subcontractors or establishing the extent of the Work to be performed by any Trade.

4. SUBMITTALS

- A. Submittal data shall be prompt and complete to ensure scheduled delivery of such equipment and/or materials so as not to delay the progress of either the Trade Contractor's Work or the work of others. Adequate copies of such data shall be submitted, plus the number of copies desired by the Trade Contractor for its use. Trade Contractor agrees to keep the Owner fully informed regarding its delivery schedule, and will immediately advise the Owner should any delay be anticipated. A complete, up-to-date Procurement Schedule will be submitted on forms acceptable to the Owner upon request. The Procurement Schedule and Construction Schedule shall be compatible.
- B. As-built documents and data shall be maintained and recorded daily by the Trade Contractor as applicable to its Work and will be available for review by the Owner monthly, concurrently with the Trade Contractor's request for progress payments. The maintenance of the "as-built" documents by the Trade Contractor on a daily basis is a condition precedent to receiving payment each month.
- C. Approval of any drawing shall not relieve the Trade Contractor of any duty and responsibility to perform the Work in the manner necessary to produce the results required by the Contract Documents.
- D. The Trade Contractor shall prepare a Material Status Report in a form acceptable to the Owner no later than ten (10) calendar days after the Contract is awarded. The report shall include a complete list of suppliers, fabricators and/or manufacturers, the items to be purchased from the suppliers, fabricators and/or manufacturers, the time required for fabrication and delivery of each item, the original contracted delivery date(s) and revised delivery dates(s), if any, for each item. This report shall be updated monthly, and submitted with the Trade Contractor's monthly pay application, or more frequently as required by the Owner.

5. SUPERINTENDENCE

- A. The Trade Contractor shall provide adequate, competent, and experienced full-time, on-site supervision (satisfactory to the Owner) during the performance of the Work to be performed under this Agreement. Such supervision shall have the authority to carry out directions from the Owner relating to the Trade Contractor's Work or responsibility.
- B. The Trade Contractor shall provide technical services, as required, to effect the operation of equipment and/or material furnished under this Agreement, including performance of specific testing, if any, and shall instruct the Owner's personnel in the operation, maintenance and control of such equipment.

6. MATERIAL AND WORKMANSHIP

- A. All Work shall be to the final approval of the Owner, and the decision as to the performance of the Work in accordance with the Plans and Specifications and the true constructive meaning of the Plans and Specifications shall be final, subject to the limits stated in the Contract Documents.
- B. The Trade Contractor shall provide safe and sufficient facilities at all times for inspection of the Work by the Owner.
- C. Should the Owner condemn or fail to approve any Work and/or materials to be furnished under this Agreement, the Trade Contractor shall, within twenty-four (24) hours after receiving written notice from

the Owner of such determination, proceed promptly to take down all portions of the Work and remove from the grounds and buildings all materials, whether worked or unworked, which are subjected to condemnation or disapproval, and shall promptly make good all such Work and all other work damaged or destroyed in removing or making good said condemned Work.

- D. Trade Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer to illustrate the Work to be done, subject to the provisions of paragraph 9 – Changes.
- E. Prior to starting any work, Trade Contractor shall review all job conditions and shall immediately notify Owner in writing of any interferences, unacceptable conditions, or prior defective work by others that would affect the proper and timely execution of Trade Contractor's Work. Trade Contractor shall be barred from making any claims and shall be responsible for any damages caused by the redoing of his Work.
- F. Trade Contractor shall field dimension the Work in any instance that accurate dimensions of fabricated components are required to guarantee a complete, high quality and compatible installation of the Trade Contractor's Work as required to meet the intent of Contract Documents and details provided. Trade Contractor shall immediately notify Owner in writing of any variances or irregularities in field conditions that will affect the functional or aesthetic integrity of the Trade Contractor's Work. If the Trade Contractor fails to field dimension or fails to notify Owner of irregularities or variances, the Trade Contractor will pay all costs associated with the removal and replacement of its Work and all associated costs of Work of others required by Trade Contractor's rework.
- G. It is agreed and understood that any field modifications performed without the approval from VCSFA shall be the responsibility of this Trade Contractor and may result in installed materials being rejected as noted in the Contract Documents. Furthermore, any cost associated to correct these field modifications, including replacement due to rejection by VCSFA, will be the responsibility of this Trade Contractor.
- H. Trade Contractor agrees to perform repairs due to own negligence throughout the course of the installation process. Furthermore, this Trade Contractor includes all touch-up, final adjustments, and cleaning required ensuring that all work is turned over to VCSFA without damage and deterioration.
- I. Trade Contractor shall be responsible for the protection of any work that has been previously installed by another Trade Contractor when work is being performed on, over, or near such work. This protection shall include visqueen, paper, plywood or any other means necessary to provide a complete protection system.
- J. Trade Contractor shall be responsible for furnishing, coordination of delivery, unloading, storing, handling, taking inventory, installing, and protecting all materials related to this scope of work. It is agreed and understood that the Trade Contractor will coordinate with Owner to accomplish this. Furthermore, these responsibilities are agreed to be in place during normal working hours and off hours required for a complete scope of work.
- K. All Trade Contractors shall be responsible for removing all trash and debris from the Project on a daily basis. Failure to do so will result in the Owner performing the Work and deducting all costs from the Trade Contractor amount.
- L. Regarding clean-up of work only, if Trade Contractor fails, within eight (8) hours of receipt of written notice to the Trade Contractor's field supervisor, to correct its failure to properly clean-up and dispose of all trash and waste materials created by the Trade Contractor, the Owner shall have the right to perform such clean-up for Trade Contractor, and the Trade Contractor hereby agrees to pay Owner fifty (\$50.00) dollars per labor hour for the time required, plus transportation and dumping costs, all as the agreed costs for the Owner to perform the clean-up work. Clean-up of the Work, and the daily removal of debris from the areas of the Work, is mandatory. Each day, all trash and debris are to be removed from the Project to an acceptable location. Fire exits, corridors and doorways as applicable shall be clear of debris and open to pedestrian and wheelchair traffic at all times, specifically including nights and weekends.

7. PROGRESS AND COMPLETION

- A. The Owner shall coordinate all Work, and unless otherwise expressed or provided, the Trade Contractor shall begin Work covered by this Agreement as soon as the Project is ready for such Work, or

immediately upon verbal or written notice by the Owner, and shall carry on said Work efficiently and at a rate that will not cause delay in the progress of the work of others.

- B. The Trade Contractor shall at all times, supply and promptly pay for, adequate tools, appliances, equipment, a sufficient number of properly skilled workers, and a sufficient amount of materials and supplies of specified quality to efficiently and properly prosecute the Work in accordance with the Project Schedule, and any modifications thereto, in order to achieve a project completion date established by the Owner with due consideration that other work is dependent upon the Work of this Agreement for proper and timely completion.
- C. The Trade Contractor is to employ workers who will work in harmony with those employed by the Owner, and other Trade Contractors, and should the Owner's or other Trade Contractor's work for any reason be stopped, or materially delayed, in the judgment of the Owner, due to the Trade Contractor not having proper workers, then the Owner shall have the right, in addition to any and all other rights provided in this Agreement, forty-eight (48) hours after written notice to the Trade Contractor, to employ such workers to complete the requirements of this Agreement, who will work in harmony with the employees of the Owner and other Trade Contractors, and the cost of completing the Work shall be charged to the Trade Contractor.
- D. It is further understood that contracts will be awarded and labor employed upon the job without discrimination as to whether the employees of the Owner or Trade Contractor are members, or are non-members, of any labor organization. The Trade Contractor agrees that in the event of a work stoppage resulting from a labor dispute directed at the Trade Contractor, the Owner shall have the right to proceed as set forth herein including, but not limited to, employing such workers as Owner deems appropriate to complete the requirements of this Agreement, and the cost of said completing the Work shall be charged to the Trade Contractor.
- E. If, in the opinion of the Owner, the Trade Contractor falls behind in the progress of the Work to be done under this Agreement, the Owner may, upon seventy-two (72) hours written notice, direct the Trade Contractor to take such steps as the Owner deems necessary to improve the rate of progress, including requiring the Trade Contractor to increase the labor force, number of shifts and/or overtime operations, days of work, amount of plant or other remedies, and to submit for approval an outline schedule demonstrating the method under which the required rate of progress will be regained, without additional costs to the Owner. The Owner may, upon reasonable notice, require the Trade Contractor to prosecute in preference to other parts of the Work, such parts as the Owner may specify. If Trade Contractor fails to comply with the requirements of this subparagraph to Owner's satisfaction, in addition to any other right or remedy Owner may have under this Agreement, the Owner may employ such workers and purchase and lease such materials and equipment as Owner deems necessary in order to regain the proper rate of progress with respect to the Work. All costs incurred by Owner in so regaining the proper rate of progress for the Work shall be charged to the Trade Contractor.
- F. In performing this Agreement, the Trade Contractor agrees that it will not discriminate against any employee or applicant because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status or any other basis prohibited by state law relating to discrimination in employment, in the manufacture, assembly, delivery, erection and installation of materials and performance of the Work covered by this Agreement.
- G. The construction time allotted for each phase or portion of the Project will be as stipulated in the Contract Documents. Date of commencement of the Work to be performed under this Contract shall be in accordance with Attachment E, Schedule. Substantial completion shall be as stipulated in this Agreement. Trade Contractor shall furnish to the Owner insurance certificate(s), surety bonds, (if required) and an executed (signed) contract within seven (7) calendar days of the issuance of this Agreement. Should the Trade Contractor fail to furnish these required documents within seven (7) calendar days as stated above, the Owner may elect to proceed against the bid security (if provided) and award the Contract to another Trade Contractor.
- H. Trade Contractor understands and recognizes that the system being installed under this Trade Agreement is to be 100% complete and ready for use by the Owner immediately upon completion of said Trade Contractor's scope of work. Any incidental or miscellaneous equipment necessary for a complete installation is to be provided under this Trade Agreement.

- I. The Date of Substantial Completion of the Work or designated portion thereof is the date when the scope of this contract is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.
- J. The Construction Schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Trade Contractor. The Construction Schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules, submittals and material delivery schedules.

8. MUTUAL RESPONSIBILITY

- A. The quantity and Scope of Work required herein is directed by the whole of the Contract Documents, and the Trade Contractor acknowledges its obligations under this Agreement to coordinate its Work with materials and/or equipment to be furnished by others to ensure a completely compatible system. Accordingly, the Trade Contractor shall review the fabrication drawings and the product data of all items requiring integration and compatibility with the Work required hereunder.
- B. The Trade Contractor shall review the surfaces provided by others to which its Work is to be applied, and shall notify the Owner of any known defect or condition detrimental to proper procedures, prior to the commencement of its Work; otherwise, it shall be deemed that the Trade Contractor has accepted the conditions of such surfaces and shall be liable for all consequences resulting therefrom.
- C. Trade Contractor shall be liable for any damages to adjacent surfaces caused by its Work, including damages resulting from Trade Contractor's cleaning of such surfaces.
- D. The Owner, at their discretion, may make available within reasonable limits, temporary services for the benefit of Trade Contractor as described in Attachment D, VCSFA Special Requirements #4, Temporary Facilities, Services and Site Utilization Plan. Litter containers shall not be utilized for the deposit of scrap or waste construction materials. Trade Contractor hereby agrees to constantly maintain proper housekeeping controls for construction debris and litter arising from its operations and shall clean on a daily basis, all debris and foreign material contributory to its operation.
- E. Trade Contractor shall provide, maintain and remove from the Project site, on completion of Work, all its temporary offices (if required), structures for the use of its employees, sheds and storage facilities, complete with all necessary utilities, gas, telephone and water. Storage areas for the use of the Trade Contractor shall be designated by the Owner, and no materials or equipment shall be stored by the Trade Contractor except in areas approved by the Owner. Such storage areas shall be maintained in an orderly condition by the Trade Contractor.
- F. The Trade Contractor shall provide and be responsible for layout, including the accuracy thereof, necessary for the performance of the Work covered by this Agreement.
- G. The Trade Contractor shall perform all cutting, fitting, patching, sleeving, grouting and sealing of its Work that may be required to fit it to, receive, or be received by the work of others as shown, or reasonably implied by the Contract Documents, or as required, or reasonably implied by the rules and regulations, codes and requirements of all regulatory agencies having jurisdiction over the project; or as required or reasonably implied to achieve consistency and compatibility with the design of elements being penetrated.
- H. The Trade Contractor shall pay to the Owner the reasonable value for the use of any of the Owner's equipment which the Owner may permit the Trade Contractor to use.
- I. Anchoring devices required for the Work to be built into concrete or masonry shall be furnished by the Trade Contractor with accompanying location drawings. All anchoring devices will be installed by the Trade Contractor unless otherwise agreed to by the Parties hereto.
- J. The Trade Contractor represents that it has investigated, examined, inspected, and thoroughly familiarized itself with the Contract Documents, the site, and adjoining premises in connection with which the Work covered by this Agreement is to be performed, and that it has thoroughly informed itself as to any difficulties in connection therewith, and that the Owner has made no representation of any kind or nature with referenced thereto not contained in this Agreement. Commencement of this Work, or any portion thereof, by the Trade Contractor shall be conclusive, evidence that the jobsite or that part thereof at which such Work is being installed, is in proper condition for the reception and installation of the Work.
- K. No action or failure to act by the Owner shall constitute a waiver of any right or duty afforded any of

them under the Contract. Nor shall any such action, or failure to act constitute an approval of, or acquiescence in any breach thereunder, except as may be specifically agreed in writing, or where time limit for performance or action is specified in the Contract Documents

9. CHANGES

- A. In the event the Owner requests the Trade Contractor to review a proposed modification to the Project which may affect the Trade Contractor's Work, the Trade Contractor shall respond in writing within seven (7) calendar days after receipt of such request, or other reasonable time limits as the Parties may agree, stating the effect of the proposed modification upon its performance, including details of cost and time thereof. Otherwise, the Trade Contractor shall accept the determination of the Owner as to the effect of the proposed modification or change.
- B. The Owner may at any time, without notice to the Surety of this Agreement, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of this Agreement.
- C. Additions to, or changes in this Agreement shall be made only upon written order, approved by the Owner. Should the Parties hereto be unable to agree as to the value of such Work to be added or omitted, the Trade Contractor shall proceed under the written order of the Owner, from which order the stated value of the Work shall be omitted. The value of the Work shall be determined in accordance with the following paragraph.
- D. In the event the Trade Contractor is required by the Owner to perform additional Work for which the amount of compensation is not previously agreed upon, the Trade Contractor shall prepare and submit to the Owner a proposal describing the estimated quantities and cost involved. The Trade Contractor shall keep accurate detailed and itemized records of the costs of any such change and shall report such costs to the Owner. The Trade Contractor shall, if requested, furnish each day to the Owner certified copies of all time sheets, receiving and inspection reports and all other basic documents required by the Owner to evidence the expenditures of the Trade Contractor as a result of such change. The Trade Contractor's application to the Owner for payment shall be accompanied by certified copies of all payrolls, invoices, and vouchers relating to the additional Work. The Owner's receipt or acknowledgment of the Trade Contractor's Change Order claims, or any other alleged claim, or any notice or report, including reports of cost and time, or any payments made, shall not be construed as the Owner acknowledgment or acceptance of the accuracy and validity of any portion thereof, until such time as final Change Order amounts are determined and the signature of the Owner is attached thereto.
- E. All claims for adjustment of contract price and/or extension of time shall be made to the Owner within five (5) calendar days of the first occurrence of the event giving rise to such a claim. Trade Contractor acknowledges that failure to respond in a timely manner may cause said Trade Contractor to lose its right to claim for additional monies which might otherwise be owed Trade Contractor as a result of the changed conditions. All claims for adjustment of contract price and/or extension of time shall be submitted on a form provided to the Trade Contractor by the Owner.
- F. See Contractor Attachment D, Special Requirement # 5, Allowable Markup for Changes, for information concerning allowable markup rates for payroll burden, overhead and profit.
- G. Unless specified otherwise in the Contract Documents or the Scope of Work, should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions exist below the surface of the ground, or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made within seven (7) days after the first observance of the conditions. Failure to serve written notice within seven (7) days of encountering the changed conditions shall constitute waiver and abandonment of any such claim.
- H. The Trade Contractor shall include in the contract sum all allowances, if any, stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as approved by the Owner unless otherwise provided for in the Contract Documents. Allowances will be handled as follows, unless otherwise provided for in the Contract Documents:

- a) These allowances shall cover the cost to Trade Contractor (less any applicable trade discount) of the material and equipment required by the allowance, delivered at the site including all applicable taxes.
- b) The Trade Contractor's costs for unloading and handling on-site, labor, material and equipment installation costs, overhead, profit and other expenses contemplated for in the original allowance shall be included in the Contract Sum and not in the allowance.
- c) Whenever the cost is more or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order. The amount will recognize changes, if any, in handling costs on the site, labor installation costs, overhead, profit and other expenses. All costs must be substantiated for the Owner by certified payrolls, invoices, receipts, or any other supportive cost data required by the Owner, regardless of whether or not the actual cost is greater or less than the allowance.

10. DELAYS

- A. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work for any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Trade Contractor of its duty to perform or give rise to any rights, damages or additional compensation from Owner. Trade Contractor's sole remedy shall be the right to seek an extension to the time fixed for the completion of the Work in accordance with subparagraph C below. This subparagraph A shall expressly apply to claims for early completion, as well as to claims based upon late completion.
- B. The Trade Contractor shall be liable to the Owner for any and all loss or damage to the Owner, or to the Owner for which Owner may be liable, including liquidated damages, as a result of any delay on the part of the Trade Contractor in the prosecution or completion of the Work, or for any delay to the completion of the entire Project attributable to Trade Contractor, with due allowances being made for contingencies provided for herein.
- C. Should the Trade Contractor be delayed in the prosecution of the Work by any act, neglect or default of the Owner or by any damage caused by fire, lightning, earthquake, hurricane, or any other cause for which the Trade Contractor is not responsible, either in whole or in part, then the time fixed for the completion of the Work pursuant to the terms of this Agreement shall be extended for a period equivalent to the time lost by reason of the cause aforesaid. However, no time extension shall become operative unless a notice of claim therefore is presented in writing to the Owner within seventy-two (72) hours of the first occurrence of the delay and such claim is subsequently approved in writing by the Owner. Trade Contractor agrees that such extension of time for completing the Work precludes, satisfies and cancels any and all other claims Contractor may have against the Owner on account of such delay. Permitting the Trade Contractor to continue after the time to complete the Work has expired, shall not be construed as a waiver by Owner of any claims for loss or damage for breach by Trade Contractor of one or more of the provisions of this Agreement.
- D. In the event the Trade Contractor's failure to meet the Project Schedule results in costs for acceleration of the other Trade Contractors' work and/or premium time costs, as determined and directed by the Owner, such costs shall be deducted from monies then due, or to become due, the Trade Contractor.
- E. The Trade Contractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or attributable to the Owner, and including claims based on breach of contract or negligence, shall be an extension of its contract time. Trade Contractor expressly waives the right to bring against Owner, or anyone employed by same on the Project any claim for damage for delay, acceleration, interference, extra work resulting from such delay, extended overhead, wage escalation, overtime wage provisions, lost opportunity, consequential damages, or lost profit or financial impact on Trade Contractor's other projects.

11. DEFAULT AND TERMINATION

- A. Should the Trade Contractor fail, in the opinion of Owner, at any time to supply a sufficient number of properly skilled workers or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to correct defective Work promptly, or fail in the performance of any of the requirements herein, the Owner may, at its option,

provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to Trade Contractor. Owner shall provide seventy-two (72) hour prior notice to Trade Contractor of such failure and Owner's decision to so provide such labor, materials and equipment, except in an emergency.

- B. If Trade Contractor at any time shall refuse or neglect to supply sufficient, properly skilled workers or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any action or omission the stoppage or interference with the Work of other Trade Contractors, or fail in the performance of any of the covenants herein contained, or be unable to meet its debts as they mature, the Owner may, at its option any time after serving three (3) days written notice of such default terminate Trade Contractor's employment by delivering written notice of termination to Trade Contractor. Thereafter, Owner may take possession of the plant and Work, materials, tools, appliances and equipment of Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Contractor's Work, on such terms and conditions as shall be deemed necessary by Owner, and shall deduct the cost thereof, including all charges, expenses, losses, costs damages and attorneys' fees, incurred as a result of Trade Contractor's failure to perform, from any money then due or thereafter to become due to Trade Contractor. If Owner so terminates the employment of Trade Contractor, Trade Contractor shall not be entitled to any further payments under this Agreement until the Work has been completed and accepted by Owner. In the event that the unpaid balance due exceeds Owner's cost of completion, the difference shall be paid to Trade Contractor after the expiration of all applicable warranties; but if such expense exceeds the balance due, Trade Contractor agrees promptly to pay the difference to Owner.
- C. Additionally, Owner shall have the right to terminate this Trade Contractor, by written notice, without Trade Contractor being at fault, for any cause or for its own or the Owner's convenience, and require Trade Contractor to immediately stop work. In such event, Owner shall pay Trade Contractor for that portion of the Work actually performed in an amount proportionate to the total Contractor Price including Trade Contractor's Fee, if any, on Work performed. Owner shall not be liable to Trade Contractor for any other costs nor for prospective profits on Work not performed. In the event any termination of Trade Contractor for cause under this Contractor is later determined to have been improper, the termination shall be automatically converted to a termination for convenience, and the Trade Contractor shall be limited in its recovery strictly to the compensation provided for in this Section.

12. CLAIMS AND DISPUTES

- A. Trade Contractor shall make all claims to the Owner for extras and extension of time timely and in the manner provided for in the Contract Documents.
- B. Except as otherwise provided for in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not resolved shall be decided by the Owner, who shall reduce its decision to writing and furnish a copy thereof to the Trade Contractor. The decision of the Owner shall be final and conclusive unless within twenty (20) calendar days from the date of receipt of such decision, the Trade Contractor makes written demand to the Owner contesting same. If Trade Contractor fails to contest Owner's final decision within said twenty (20) calendar day period, it shall be deemed to have waived any right to contest that decision. The Trade Contractor shall carry on the Work and maintain the Progress Schedule during any dispute or legal proceedings, unless otherwise agreed in writing by the Parties hereto.
- C. In the event the Trade Contractor is desirous of pursuing an appeal of an adverse final decision rendered by the Owner that affects the Trade Contractor's interest, the Trade Contractor agrees to bear the full cost thereof and sole responsibility for prosecuting such appeal. In the meantime, the Trade Contractor shall carry on the Work and maintain the progress schedule, unless otherwise agreed to in writing by the Parties hereto.
- D. The Trade Contractor shall notify the Owner of any claim, dispute or other matter in question between the Owner and the Trade Contractor relating to this Agreement within ten (10) calendar days of events giving rise to such claim or dispute. Failure to comply with this notice provision constitutes waiver of any and all rights to said claim by the Trade Contractor. All claims and disputes shall be governed by the laws of the State of Virginia. The venue in all events shall be in the City of Norfolk, Virginia.

- E. Any claim for extension of time shall be made, in writing, to the Owner not more than three (3) calendar days after the cause of the delay; otherwise, it shall be waived. In the case of a continuing delay, one (1) claim is necessary. The Trade Contractor shall provide an estimate of probable effect of such delay on the progress of the Work. The Trade Contractor's claim that insufficient time was specified for the Work or for an item of Work, is not a valid reason for an extension of time.
- F. The Owner and Trade Contractor waive claims against each other for consequential damages arising out of or relating to this Contract, including without limitation, any consequential damages due to either party's termination, except Owner's right to seek liquidated or delay damages from Trade Contractor.

13. REGULATORY COMPLIANCE, INSPECTIONS AND TESTING

- A. Trade Contractor's attention is directed to the compliance requirements of the Contract Documents, and the Trade Contractor shall comply therewith as applicable. Specific references made, but not necessarily limited to:
 - a) Apprenticeship trainee requirements.
 - b) Equal Opportunity Employment requirements.
 - c) Special trade permits and connection permits or fees.
 - d) Compliance with employee wage rate determinations required by governing authorities and specified within the Contract Documents.
 - e) Insurance provisions.
 - f) Environmental controls.
- B. The Trade Contractor shall comply fully, and cause and require all of its Sub-Trade Contractors and Trade Suppliers to comply fully in the Work with all applicable federal, state and local laws, acts, rules, regulations, standards, codes and ordinances.
- C. The Trade Contractor shall comply with the requirements of the applicable building authorities, and comply with all other laws and ordinances, and save the Owner from all annoyances and fines having reference to the Work, and give proper authorities all requisite notices relating to the Work, and procure and pay for all necessary official licenses or permits to carry on the Work.
- D. It is agreed that federal, state and local tax laws, social security laws, and unemployment compensation laws are made a part of this Agreement and the Trade Contractor agrees to comply therewith.
- E. In the event of the Trade Contractor's violation of the above, the Trade Contractor shall bear all costs resulting from such violation and shall indemnify and hold the Owner harmless from any damages (including attorney's fees), claims, and causes of action arising from such violation.
- F. Unless otherwise specified in the Contract Documents, the Owner shall secure and pay for the building permit and impact fees, and the Trade Contractor shall secure and pay for all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time bids are received.
- G. The Trade Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.
- H. It is not the responsibility of the Trade Contractor to make certain that the Contract Documents are in accordance with the applicable laws, statutes, building codes and regulations. However, if the Trade Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate notification.
- I. If the Trade Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Owner, Trade Contractor shall bear all costs attributable thereto.
- J. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Trade Contractor shall give the Owner timely notice of its readiness so the Owner may observe such inspection, testing or approval.
- K. If the Owner determines that any Work requires special inspection, testing or approval, Owner will instruct the Trade Contractor to order such special inspection, testing or approval, and the Trade Contractor shall give notice as provided above. If any such special inspection or testing reveals a failure

of the Work to comply with the requirements of the Contract Documents, Trade Contractor shall bear all costs thereof, including compensation for the Owner's additional services made necessary by such failure.

- L. Required certificates of inspection, testing or approval shall be secured by the Trade Contractor and promptly delivered by him to the Owner.
- M. If the Owner is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and where practicable, at the source of supply. Specific tests and mill certifications normally provided by vendors free of charge will be submitted to the Owner, without cost.
- N. An independent testing laboratory under separate contract to the Owner will make soil compaction tests, pavements tests and concrete tests as required. The results obtained by the above referenced independent testing laboratory will, in all cases, govern the acceptability of the Work. Trade Contractor will reimburse Owner for the costs of all subsequent testing as a result of failure of the initial tests requested by the Trade Contractor.
- O. Where testing agency standards are referenced, all materials shall be tested and certified by an approved, independent testing company.
- P. If any portion of the Work should be covered contrary to the request of the Owner, or contrary to requirements specifically expressed in the Contract Documents, it must, if required in writing, be uncovered for their observation and shall be replaced at the Trade Contractor's expense.
- Q. If any other portion of the Work has been covered which the Owner have not specifically requested to observe prior to its being covered, either may request to see such Work and it shall be uncovered by the Trade Contractor. If such Work is found to be in accordance with Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Trade Contractor shall pay such costs.
- R. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ENVIRONMENTAL PROTECTION

- A. Trade Contractor shall be responsible for compliance with all applicable environmental protection requirements, codes, and regulations, and shall recognize the environmental requirements of the Project.
- B. Disturbed areas shall be strictly limited to boundaries established by the Owner. Particular attention is called to the preservation of specific trees and other growth and to the avoidance of any pollution of "on-site" sewers, wells, or other water sources.
- C. All Work shall be performed in such a manner as may be required to avoid pollution of the air by dust or other contaminants and also to control noise.
- D. Trade Contractor shall prevent erosion of soil and run-off of surface or subsurface water during the construction period and shall construct temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions and shall legally dispose of all solid waste materials and other materials to be removed from the site, in the manner(s) prescribed by local authorities.
- E. Should the Trade Contractor be negligent in its responsibilities to preserve and protect these existing lands and waters as required by law, it will be solely responsible for paying any fines, penalties, fees, replacement/restoration costs, or any other costs or damages associated with satisfying governing authorities.

15. SAFETY

- A. Prohibited drugs, drug paraphernalia, alcoholic beverages, firearms, explosives and weapons shall not be allowed in any office, work location, vehicle or vessel, or facility of Owner, Trade Contractor(s), lower tier Trade Contractor(s). As a safety precaution, entry into or upon any office or work location of Owner is conditioned upon the Owner right to search the person and personal effects of any entrant for prohibited drugs and drug paraphernalia, alcoholic beverages, firearms, explosives or weapons. Searches may be made by authorized personnel from time to time without prior announcement.

- B. Trade Contractor shall comply with all applicable laws, rules, and regulations relating to safety. Trade Contractor shall comply with all safety standards, rules and regulations relating to safety, cleanliness and sanitation established by Owner for the Project as a whole and by the Owner of the facility at which the Work is performed. Trade Contractor shall immediately stop work and take corrective action when directed by Owner because of any unsafe condition or practice. Trade Contractor shall be responsible for the safety of its workers and the Work and shall not create hazards for others or the work of others. Trade Contractor shall provide first aid and ambulance facilities for its workers to the extent sufficient facilities are not provided for the Project as a whole by Owner. In case of an emergency, Owner may direct Trade Contractor's personnel and resources for the protection of life and property.
- C. Trade Contractor shall promptly submit to Owner's safety coordinator at the site a written report covering all injuries to the employees of Trade Contractor or its lower tier Trade Contractors occurring on the site. This report must include the following information:
 - a) Name and address of the injured employee.
 - b) Name and address of Trade Contractor's liability insurance carrier.
 - c) A detailed description of the accident and whether any of Owner's equipment, tools, materials or personnel were involved.
 - d) Dated copy of Trade Contractor's report of injury to Owner's insurance carrier.
 - e) Any other information reasonably requested by Owner.
- D. The Trade Contractor shall be fully aware of all the latest OSHA regulations and shall maintain on site, a complete copy of all the updated OSHA requirements. Furthermore, all requirements covered by OSHA will be adhered to at all times and non-compliance will be cause to stop the Work.
- E. Trade Contractor shall submit to the Owner, not later than ten (10) working days after the date of this Agreement, or not later than the actual date Work commences, whichever is sooner, a written Safety Program. The Safety Program document shall outline the policies and practices by which the Trade Contractor will operate while performing the Work, including, but not limited to, the following items:
 - a) Method of providing all necessary personal protective equipment to employees;
 - b) Provisions to immediately notify Owner of all OSHA reportable accidents, injuries and illness as set forth in CFR 1926;
 - c) Provisions to furnish Owner with a copy of all accident reports, as well as copies of all Notices of Injury filed with the State, Department of Labor and Employment Security, Division of Workers' Compensation;
 - d) Affirmation that weekly safety meetings are mandatory for all Trade Contractor employees and lower tier Trade Contractor employees and that these meetings will be conducted by the person designated by the Trade Contractor. Minutes of these meetings shall be provided to the Owner no later than five (5) working days after the meetings;
 - e) Provisions for regular safety inspections by the Trade Contractor's safety representative.
- F. Trade Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a) All employees on the Project and all other persons who may be affected thereby;
 - b) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, or under the care, custody or control of the Trade Contractor or any of the Trade Contractor's lower tier Trade Contractors.
 - c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - d) The work of others.
- G. Trade Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- H. The Trade Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent utilities.
- I. When the authorized use or storage of hazardous materials or equipment is necessary for the execution

of the Work, Trade Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

- J. Trade Contractor shall designate a responsible member of its organization at the site whose duty shall be the maintenance and enforcement of Trade Contractor's Safety Program and Owner's Safety Program in accordance with existing laws and regulations and the prevention of accidents. This person shall be Trade Contractor's superintendent unless otherwise designated by the Trade Contractor in writing to the Owner.
- K. Trade Contractor shall not load or permit any part of the Project to be loaded so as to endanger its safety of lives and property in proximity to the Project.
- L. Trade Contractor shall meet the following noise abatement performance standards for de-watering pumps, air compressors, and other construction equipment as required for the execution of the Work. If mufflers cannot achieve the necessary noise reduction, noise abatement shall be accomplished by Trade Contractor's installation of 3/4" plywood baffles, positioned to break line-of-site from the noise source to affected residences and/or commercial structures.
 - a) Between the Hours of 6:00 a.m. and 6:00 p.m., noise levels shall not exceed eighty (80) decibels at the nearest residential or commercial property line.
 - b) Operation of equipment should be avoided between 6:00 p.m. and 6:00 a.m. but, if required, the noise level shall not exceed sixty-five (65) decibels.
- M. Trade Contractor shall be responsible for compliance with all applicable environmental protection requirements, codes and regulations, and shall recognize the environmental requirements of the Project.
- N. In any emergency affecting the safety of persons or property, the Trade Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Trade Contractor on account of emergency work shall be determined in accordance with the change order provisions of this Agreement.
- O. Trade Contractor will cooperate in allowing the safety representative of the Owner to monitor Trade Contractor's safety program. Failure to comply with the approved safety program will delay all progress payments until any and all deficiencies are corrected to the satisfaction of the Owner. Owner may inspect the entire construction area of the Trade Contractor's responsibility. A report shall be sent to the Trade Contractor noting the following items:
 - a) Safety Deficiencies noted as related to Trade Contractor's operation;
 - b) Corrective actions to be taken.
- P. During the conduct of the Work, the Trade Contractor shall take immediate corrective action as required upon receipt of the report mentioned.
- Q. The Trade Contractor shall immediately notify the Owner of all accidents and submit a written report describing in detail the circumstances of all accidents within twenty-four (24) hours.
- R. Trade Contractor shall advise the Owner in writing of all unusual flammable or toxic materials which the Trade Contractor plans to store and use on site and shall obtain the Owner's written approval prior to any such storage or use.
- S. Trade Contractor shall provide, erect, maintain, dismantle and remove any and all barricades, railings, covers and safety netting required to complete its Work and in accordance with OSHA and all other applicable code requirements. Trade Contractor shall at no time remove, alter, or render ineffective any barricades, railing or cover on the Project without written permission of Owner.
- T. Trade Contractor shall strictly enforce compliance to all OSHA requirements.

16. SAFETY DATA SHEETS

The Trade Contractor shall comply fully with the OSHA Hazard Communication Standard, 29 CFR 1910.1200 and 1926.59 regarding container labeling, warning notices, supply of Safety Data Sheets (SDS), and training as detailed therein, to include but not be limited to, the following specific requirements:

- A. Chemical Manufacturers or Importers (or their Distributors) shall provide the SDS and any supplemental information required and shall properly label, tag or mark all containers.
- B. Any Trade Contractor causing any hazardous chemical or substance to be introduced on site shall be responsible for proper tagging and warning labels being affixed to the containers and shall have on record all required SDS with copies being readily available to Trade Contractor site personnel (and

copies shall be submitted to Owner upon request). Trade Contractor shall inform Owner of any precautionary measures that need to be taken to protect Owner during normal operating conditions and in foreseeable emergencies at the jobsite.

- C. Unless expressly exempted, Trade Contractor is to supply with its equipment or material all required SDS and associated information for Trade Contractor's scope of supply. It is the responsibility of Trade Contractor to ensure the complete and proper submittal of such documents from its lower-tier suppliers and lower-tier Trade Contractors.
- D. Trade Contractor agrees to indemnify and hold harmless Owner against any loss, cost, damage or liability, including attorney's fees, arising from Trade Contractor's failure to comply with the foregoing.

17. SUBSTANCE ABUSE

- A. Trade Contractor and its employees, and the employees and agents of its lower-tier Contractors, shall not perform services hereunder while under the influence of alcohol or any controlled substance, or while a measurable presence of alcohol or such substances has been or can be shown by a urine or blood test. Controlled substances include, among others: marijuana, hashish, cocaine, hallucinogens, depressants and stimulants (except to the extent prescribed for current personal treatment by a licensed physician).
- B. Trade Contractor's bid for the Work shall include the cost of drug testing of its employees and of the employees of its lower tier Contractors, of periodic random drug testing of same after assignments to the Work, if such testing(s) is directed by the Owner.
- C. Trade Contractor certifies that its employees and the employees of its lower-tier Contractors will be drug free on their first assignment to the Work. Failure of Trade Contractor to comply with any provision of this section shall constitute a material breach of this Agreement.
- D. Possession or consumption of alcoholic beverages, drugs or other noxious behavior on Project site is strictly prohibited. Violators shall be promptly and permanently discharged from the site at the direction of the Owner.
- E. Trade Contractor shall comply with all applicable laws, rules and regulations in the adoption, implementation and enforcement of its own substance abuse policy.

18. INDEMNITY AND INSURANCE

- A. The Trade Contractor shall secure and pay for the following insurance in accordance with the provisions of this Agreement from an insurer acceptable to the Owner in such amounts as required by this Agreement but not less than that required by the Contract Documents, and such other insurance coverages as may be required by the Contract Documents as applicable to the Work required under this Agreement.
 - a) Workers' Compensation and Employer's Liability Insurance to cover all employees engaged in the Work of a type and in an amount to meet all Commonwealth of Virginia statutory requirements and regulations to provide all benefits to which employees may be entitled, including Employers Liability, with limits no less than \$1,000,000 bodily injury by accident or disease, each employee.
 - b) Comprehensive General Liability insurance, including coverage for Broad Form Contractual, Premises/Operations, Product and Completed Operations, Independent Contractor's Liability, and Personal Injury Liability, with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, applicable on a per-project basis.
 - c) Automobile Liability Insurance with a limit of not less than \$1 million combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned, hired and borrowed vehicles, whether on-Site or off-Site.
 - d) With the exception of Workers' Compensation insurance, Virginia Commercial Space Flight Authority (VCSFA), and their officers, employees and agents shall be named as additional insureds on all policies.
 - e) All insurance coverage shall be considered primary and non-contributory with respect to other insurance that might be available to the Contractor, A/E or VCSFA.

- f) All insurers shall waive rights of subrogation against the Commonwealth of Virginia and VCSFA for any claims covered by the insurance required herein.
- g) All deductibles or self-insured retentions shall be the sole responsibility of the Contractor.
- h) No insurance will be canceled, dropped, replaced, or materially changed without at least thirty (30) Days' prior written Notice to and consent of the VCSFA.
- i) Contractor shall require each Subcontractor to carry the same insurance, and in the same amounts, required above. The Contractor shall not allow any Subcontractor to commence Work on the Project until all insurance required of the Subcontractor has been obtained by the Subcontractor and approved by the Contractor.
- j) Prior to award of the Contract, the Contractor shall submit a Certificate of Coverage verifying Workers' Compensation insurance is in place. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation insurance from each Subcontractor and shall provide a copy to VCSFA prior to the Subcontractor beginning Work at the Project.

"ALL-RISK" BUILDER'S RISK INSURANCE TO INCLUDE AN INSTALLATION FLOATER

1. The Contractor shall procure and maintain, at its cost, "all-risk" Builder's Risk insurance with minimum coverage and limits as follow:
 - a) New Construction, Addition, or Major Renovation: When the Work is new construction, addition, or Major Renovation, The Trade Contractor shall maintain "all-risk" Builder's Risk insurance for the Work and the entire structure or structures, if any, on which the Work is to be done with a minimum limit of not less than the insurable value of the structure(s) plus one hundred percent (100%) of the Contract Price and the value of all Change Orders, to represent the total value of the structure(s) and the Work on the replacement cost basis.
 - b) Limited Renovation: When the Work is Limited Renovation to an existing structure, the Trade Contractor shall maintain "all risk" Builder's Risk insurance in an amount equal to one hundred percent (100% of the Contract Price and the value of all Change Orders, to represent the total value of the Work on a replacement cost basis.
2. Builder's risk insurance shall be provided on an 'all risk' or equivalent policy form and shall include, without limitation, insurance against all perils. The insurance shall cover the costs of debris removal, temporary buildings, legal requirements, and compensation for A/E services and Contractor services required following an insured loss. The insurance shall cover portions of the Work stored off-Site, Work in transit, and all materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project. The policy shall include coverage for mold resulting from a covered peril, property in transit or temporary storage, equipment breakdown/comes of construction, and soft costs within the aggregate or blanket limit of the policy. If not otherwise covered by the Builder's Risk policy, Trade Contractor shall provide an installation floater to cover all equipment and materials intended for installation at the Project. In the event the policy includes any coverages where the limit is less than the aggregate or blanket limit of the policy (sub limits), the coverage shall be no less than the stated minimum sub-limits for the following perils
 - Flood \$2,000,000
 - Earth Movement \$2,000,000
 - Debris Removal \$2,000,000
 - Extra or Expediting Expense \$250,000

- Interior Water Damage \$2,000,000
- Loss of Income/Extra Expense 12 months
- Soft Costs Blanket or Aggregate Limit / 14 Day Waiting Period

The certificate of Insurance provided to VCSFA shall disclose all sub-limits, stating the peril and limit applying to each. In the event that the aggregate policy limit is less than the sub-limits identified above, coverage for all perils must be provided within the aggregate or blanket limit of the policy.

3. Builder's risk insurance may include a deductible provision if VCSFA so provides in the Trade Contract Special Requirements, in which case the Trade Contractor will be liable for such deductible whenever a claim arises. Any loss payable under the Builder's Risk insurance shall be payable to VCSFA, in accordance with its interests, as they may appear, and then to any other persons insured thereunder.

Written evidence of this insurance and a copy of the policy shall be provided to VCSFA no later than seven (7) Days following the award of the Trade Agreement. The policy shall not be cancelled, dropped, replaced, or materially changed without at least thirty (30) Days' prior written Notice to and consent of VCSFA.

4. Builder's risk insurance shall include the interest of the Trade Contractor, VCSFA, the Commonwealth, and all lower-tier contractors. Trade Contractor shall maintain the builder's risk insurance until Final Payment by VCSFA or until no person other than VCSFA has an insurable interest in the Work, whichever is later.
 - a) It is expressly agreed that One Hundred Dollars (\$100.00) of the amount to be paid the Trade Contractor pursuant to this Agreement is given as separate consideration for the covenant of indemnification contained within this subparagraph "B," as well as being separate consideration for any other indemnification provided by Trade Contractor in this Agreement. Trade Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Trade Contractor's performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Trade Contractor, anyone directly or indirectly employed by the Trade Contractor or anyone for whose acts the Trade Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
 - b) The Trade Contractor hereby indemnifies and holds harmless the Owner, its agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Trade Contractor and persons employed or utilized by the Trade Contractor in the performance of the construction contract.

19. ENCUMBRANCES

- A. The Trade Contractor shall turn the Work over to the Owner in good condition and free and clear of all claims, encumbrances, or other liens and shall protect and save harmless the Owner from all claims, encumbrances or liens growing out of the performance of this Agreement, and the Trade Contractor will, at its own cost and expense (including attorney fees), defend all suits to establish such claims, and pay any such claims or liens so established. In the event of failure by the Trade Contractor to comply with this requirement, the Owner may, at its sole discretion, bond off any liens. All costs of such action

will be for the account of the Trade Contractor.

- B. The Trade Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Trade Contractor, with their names and addresses and amounts due or to become due each of them. Like statements may, at Owner's option, be required from any lower tier Contractor or supplier of the Trade Contractor.
- C. The Trade Contractor shall furnish the Owner, if requested, evidence of the payment of all bills and expenses incurred by the Trade Contractor for labor, services, equipment and materials used by the Trade Contractor, in any way in connection with the Project., and written releases, in form acceptable to the Owner, from all persons, firms, or corporations that may have furnished to the Trade Contractor any services, equipment and materials on or for the Project, and written releases of lien from all persons, firms and corporations that may have had any dealing or agreements in connection with the Work or the Project under this Agreement.
- D. Any and all transportation tax, sales tax, use tax or any other tax that might accrue through purchase of materials or amounts paid for labor by the Trade Contractor or occasioned by performance of this Agreement, shall be borne and paid for by the Trade Contractor.
- E. The Trade Contractor agrees that payment due hereunder is not assignable and that no part of this Agreement can be assigned, except by and in accordance with the written consent of the Owner.

20. WARRANTIES AND GUARANTEES

- A. All manufacturers' warranties associated with new components will be passed directly to Owner.
- B. Trade Contractor warrants that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Trade Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment installed.
- C. Trade Contractor agrees to promptly make good, without cost to Owner, any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period(s) established in the Contract Documents, and if no such period(s) be stipulated in the Contract Documents, then such guarantee shall be for a period of one (1) year from the date of substantial completion of the Project. Trade Contractor further agrees to execute any special guarantees as required by law. Trade Contractor shall require similar guarantees from all vendors and lower tier Contractors.
- D. Trade Contractor shall pay for all changes to the Trade Contractor's Work or the work of others resulting from defects in Trade Contractor's workmanship or materials, as well as all expenses necessary to replace or repair either the Trade Contractor's Work or the work of others, including that damaged or disturbed by making replacements or repairs. This guarantee is in addition to all other guarantees, warranties and rights contained in the Contract Documents.
- E. All warranties and guarantees shall be in writing on vendor's/manufacturer's stationery or official forms, as designated in the specifications, signed by a responsible company official. Three (3) copies of each warranty, guaranty, certificate, etc., as required by the Contract Documents, shall be submitted in full to the Owner by the Trade Contractor. Owner shall review for compliance with the Contract Documents and upon acceptance, shall forward the warranties and guarantees to the Owner. Trade Contractor hereby agrees to provide written assignment to the Owner of all warranties and guarantees.
- F. If, within any warranty/guarantee period, repairs or changes are required in connection with Work, which in the opinion of the Owner and/or Certifying Agent is made necessary as a result of materials, equipment or workmanship which are defective, or not in accordance with the terms of the Contract Documents, Trade Contractor shall, promptly upon receipt of notice, and at its expense, proceed to:
 - a) Place in satisfactory condition and correct all defects in every particular, all such warranted or guaranteed Work.
 - b) Make good all damage to the structure or site or equipment or contents which, in the opinion of the Owner, Certifying Agent, is the result of the use of materials, equipment or workmanship not in accordance with the terms of the Contract Documents.
 - c) Make good any Work, materials, equipment, contents of structures, or site disturbed as a result of

- fulfilling any such warranty/guarantee.
- G. Defects within the warranty/guarantee period shall be immediately remedied. Notification by the Owner of defects shall suspend the warranty/guarantee period. The warranty/guarantee period for that replaced or restored Work shall be extended by the length of time from notice to completion of the remedial work.
 - H. Failure to respond to warranty/guarantee Work within forty-eight (48) hours written notice and to diligently pursue corrective measures shall be considered a Trade Contractor breach of its warranty/guarantee. The Owner may have the defects corrected, and the Trade Contractor and the Trade Contractor's Surety shall be liable for all expenses incurred therefore.
 - I. All warranties/guarantees shall become effective on the date of Project substantial completion unless a later date is required by the Contract Documents. Extended warranties needed to supplement the use of equipment prior to substantial completion for start-up, completion of the Work, etc. shall be the Trade Contractor's responsibility.
 - J. Each Trade Contractor shall document through the Owner the turnover to the Owner of space, stock of material, spare parts, accessories and special tools.

21. MISCELLANEOUS REQUIREMENTS

- A. Trade Contractors shall adhere to the Construction Schedule, a copy of which is displayed in the Owner's Field Office.
- B. Trade Contractor shall be represented by person or persons authorized to represent the Trade Contractor at weekly Safety and Contractor Meetings, commencing two weeks prior to the start date of the Work covered by this Agreement. Attendance is mandatory.
- C. Location of employee parking, equipment parking, material storage, and temporary trailers will be subject to approval by the Owner.
- D. In the event the Trade Contractor wishes to contract with a lower tier Contractor for any portion of the Work covered by this Agreement, prior written approval of the Owner must be obtained.
- E. The headings provided in this Agreement are for ease of reference only. The headings form no part of the Agreement between the Parties and shall be given no weight in the interpretation or construction of this Agreement.
- F. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity and enforceability of any other section or part hereof.
- G. The failure of the Owner to enforce, at any time or any period of time, any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- H. Trade Contractor shall be responsible to the Owner for the acts and omissions of its employees and all its lower tier Contractors and their agents and employees and other persons performing any of the Work under a contract with the Trade Contractor.
- I. The Trade Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them. The Owner shall have the right to require any person to be removed from the site for cause.
- J. The Trade Contractor shall furnish to the Owner a Contractor's Daily Report on forms furnished to the Contractor by the Owner. The daily report will summarize the following:
 - a) Manpower breakdown, per labor class and per building.
 - b) Deliveries of material or equipment.
 - c) Work activities started, ongoing and completed.
 - d) Problem areas/delays.
 - e) Tests and inspections.These Trade Contractor Daily Reports must be submitted to the Owner on a daily basis and are a prerequisite to the Trade Contractor receiving monthly progress payments.
- K. All requests for information or clarification shall be made to the Owner in writing for response.
- L. Trade Contractor and all lower-tier subcontractors shall be licensed contractor(s) in the Commonwealth of Virginia.
- M. Trade Contractor acknowledges that all work is subject to approval by the Owner.

- N. The Trade Contractor shall not be relieved from its obligations to comply with the Construction Documents by reason of any approval by the Architect of Shop Drawings, Product Data, and Samples.
- O. The Trade Contractor shall promptly correct the Work rejected by the Owner as defective or failing to conform to the requirements of the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Trade Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's services and expenses made necessary thereby.
- P. Trade Contractor shall promptly notify the Owner in writing if Trade Contractor determines that hazardous material or toxic substances have been specified or approved for incorporation in the Work. Trade Contractor shall not incorporate or install in the Work any materials or products which are designated by any Governmental Authority to be hazardous materials or toxic substances or which Trade Contractor knows or should know are hazardous materials or toxic substances, including without limitation, asbestos, asbestos products, and polychlorinated biphenyl (PCB).

22. PAYMENTS

- A. It is agreed and understood that prices are effective for the duration of the project.
- B. The Trade Contractor shall submit for approval within ten (10) calendar days hereof and prior to any payment being made, a schedule of values with respective quantities illustrated, in accordance with the divisions illustrated by the Uniform Construction Index (UCI) or approved alternate format as approved by the Owner.
- C. It is expressly agreed that time is of the essence of the Agreement, and that the payment of the consideration is conditioned upon completion of this Agreement and completion of the Work as herein specified.

A condition precedent to the Trade Contractor's receiving monthly payments after starting Work is the delivery by the Trade Contractor to the Owner each month, (regardless of whether any Work was performed), waivers of lien from the Trade Contractor and all lower tier Contractors and suppliers who have filed Notices to the Owner. Forms for use in this connection will be supplied by the Owner.

- D. The Owner agrees to pay the Trade Contractor for the Work the amount described on the first page of this Agreement. The sum shall be paid by the Owner to the Trade Contractor as follows:

PROGRESS PAYMENTS

- a) As the Work progresses, an amount equal to one hundred (100%) of the value of Work completed from month to month, including the materials which are intended to be incorporated in the Work and which are properly stored on the site and meet specification requirements, all as certified by the Owner, will be paid provided that:
 - (a) Such payment is conditioned upon the Trade Contractor's delivery to the Owner on the thirtieth (30th) day (or such other day as the Owner may stipulate) of the preceding thirty (30) calendar days, the Trade Contractor's approved Schedule of Values as referred to herein, describing the Trade Contractor's Work performed during the month, including materials stored on the site, as previously defined, for which payment is requested, and provided further that:
 - (b) Payment for stored materials shall be made as stipulated by the Contract Documents, and such requests for payments for stored materials shall be accompanied by vendor invoices, itemizing respective quantities and unit costs of such stored material. At its option, the Owner may make payment for stored material by joint check to the Trade Contractor and vendor and/or require, as a condition precedent to payment for stored materials, proper insurance and a waiver of lien, effective as of the date of the payment. It is further understood and agreed that material stored on the site, for which payment is requested, shall be in the care and custody of the Trade Contractor, and shall not be removed from the site without the written consent of the Owner.
- b) No request for payment will be processed unless the Trade Contractor has furnished the Owner the following:
 - (a) An executed (signed by both Parties) Contractor Agreement;
 - (b) Current insurance certificate approved by Owner;
 - (c) Schedule of Contract Values approved by Owner;

- (d) Previous payment and current payment request on proper form;
- (e) Waiver of liens from all material suppliers and/or lower tier Contractors;
- (f) Proof of up-to-date OSHA files;
- (g) Trade Contractor Safety Program acceptable to the Owner;
- (h) Current As-built drawings for Owner's review;
- (i) Labor and Material Payment Bond and associated Surety's Bond Affidavit on a form approved by the Owner from a surety acceptable to the Owner if required.
- (j) Performance Bond and associated Surety's Bond Affidavit on a form approved by the Owner from a surety acceptable to the Owner, if required.
- (k) Monthly material status report.
- (l) Monthly Injury & Illness Report on forms furnished by the Owner.
- (m) Certified Payrolls in accordance with Davis Bacon Wage Act requirements, if required.
- c) No progress payment under this Agreement shall be conclusive evidence of the performance of this Agreement in whole or in part, and no payment shall be construed as acceptance of defective Work or improper materials.
- d) The Trade Contractor shall pay for all materials and labor used in connection with the performance of this Agreement through the period covered by previous payments received from the Owner, and furnish satisfactory evidence, when requested by the Owner, to verify compliance with the above requirements.

FINAL PAYMENT

- e) The final payment shall be made thirty (30) calendar days after completion of The Project upon issuance of acceptance by Owner that the Project has been done to its satisfaction and that the Project has attained substantial completion.
- f) Final payment is further subject to the Owner's prior receipt from the Trade Contractor of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees and warranties and bonds relating to the Work, a final waiver of lien, complete releases, and a certificate of insurance covering the duration of the time of the warranty.
- g) At the time of final payment, Trade Contractor agrees to furnish to the Owner the following:
 - (a) An affidavit on a form furnished by the Owner certifying to the Trade Contractor's payment in full for all items relating to the cost of the Work hereunder.
 - (b) A final waiver of lien from all lower tier Contractors on forms furnished by the Owner.
 - (c) A final waiver of lien and complete release from the Trade Contractor on forms furnished by the Owner.
 - (d) Consent of Surety to final payment. (If bonds required)
- E. If at any time there shall be evidence of lien or claim for which, if established, Owner might become liable, and which is chargeable to Trade Contractor, or if Trade Contractor shall incur any liability to Owner, or Owner shall have any claim or demand against Trade Contractor of any kind or for any reason, whether or not reduced to judgment or award, the Owner shall have the right to retain out of any payment due or to become due under this Agreement or any other agreement between the Owner and the Trade Contractor, an amount sufficient to indemnify Owner and against such lien or claim, and to compensate Owner for and fully satisfy such liability, claim, or demand, and to charge or deduct all costs of defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made, the Trade Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such claims or liens, and all costs incurred in collecting said monies from the Trade Contractor.
- F. The Owner may decline to certify payment and may withhold the Certificate in whole or in part to the extent necessary to reasonably protect the Owner if the Owner is unable to make representations that the request is certifiable. If the Owner is unable to make representations in order to certify payment in the amount of the Trade Contractor's Pay Application, the Owner will notify the Trade Contractor. If the Trade Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Project Certificate for Payment for the amount for which the Owner is able to make such representations to the Owner. The Owner may also decline to certify payment or because of subsequently discovered evidence or subsequent observations, and the Owner may nullify the whole, or any part of any Project

Certificate for Payment previously issued to such extent as may be necessary, in the Owner's opinion, to protect the Owner from loss because of:

- a) Defective work not remedied.
- b) Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c) Failure of Trade Contractor to make payments properly to lower tier Contractors, or for labor, materials or equipment.
- d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum.
- e) Damage to Owner or another Trade Contractor.
- f) Reasonable evidence that the Work will not be completed within the Contract time.

END OF DOCUMENT

**ATTACHMENT H
VCSFA SPECIAL REQUIREMENTS**

**VCSFA RFP#24.200300-040-015
VCSFA MARS Pad 0D Foundations and Utilities**

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1. Construction Schedule
2. Performance and Payment Bonds
3. Temporary Facilities, Services, and Site Utilization Plan
4. Submittals
5. Allowable Mark-Up for Changes
6. Hours of Work
7. Miscellaneous Requirements

SPECIAL REQUIREMENT #1
CONSTRUCTION SCHEDULE

This Trade Contractor acknowledges that:

1. Total duration of the Work/Period of Performance under this Agreement shall be from contract effective date through the period of performance.
2. This Trade Contractor is to be prepared to modify Start Dates of Work activities if Project conditions and progress permit.
3. Period of Performance indicates the maximum, possible duration for Work activity completion.
4. Submittals are to be issued in a timely manner as to not delay the overall schedule of work and shall be in coordination with the schedule set forth in the agreement.
5. Close-out documents are due in our office prior to submission of final pay application.
6. A complete Schedule of Values shall be submitted and approved prior to commencement of any Work under this Agreement.
7. A detailed Construction Schedule shall be submitted for this Work with the Schedule of Values and will outline all submittals, construction activities, outages, and durations and shall be incorporated into the executed agreement.
8. All field work shall be scheduled with Owner a minimum of two (2) working days prior to the requested timeframe.
9. Trade Contractor shall become familiar with the overall project to coordinate and schedule their activities. Trade Contractor further acknowledges that the project schedule is of utmost importance. Trade Contractor shall carefully review the project schedule and be aware of the sequencing of their work activities and the critical milestone dates.
10. Trade Contractor acknowledges there may be numerous mobilizations required to complete the work within the project schedule, at no additional cost.

SPECIAL REQUIREMENT #2
PERFORMANCE AND PAYMENT BONDS

- A. Trade Contractor shall provide Performance and Payment Bonds, each in the full amount of 100 percent of the value of this Agreement, from a Surety acceptable to Owner and licensed in the state where the Project is located. Bonds shall be provided to the Owner within ten (10) calendar days of issuance of this Agreement.
- B. Commencement of Work by the Trade Contractor without having provided said bonds shall not be considered a waiver, or release by the Owner of the above requirement for bonds, and Trade Contractor shall have proceeded with the Work at its own risk and shall not be entitled to payment hereunder until such bonds are delivered to the Owner.
- C. Conditional Payment Bond shall not be acceptable.
- D. Proper Power of Attorney shall accompany said bonds.

SPECIAL REQUIREMENT #3
TEMPORARY FACILITIES, SERVICES, AND SITE UTILIZATION PLAN

A. Temporary Power Service

- a. Temporary power for Trade Contractor's Work and/or field office will be the responsibility of the Trade Contractor including all secondary poles, hook-ups, metering fees, and consumption costs.
- b. Trade Contractor shall include generators to power their own tools and comply with fueling requirements.

B. Temporary Light

- a. If a Trade Contractor requires lighting for construction areas, the lighting installation and maintenance will be the responsibility of the Trade Contractor.
- b. The temporary lighting system will be installed to meet OSHA standards.
- c. Power consumption for the temporary lighting system will be paid for by the Trade Contractor.

C. Temporary Toilet Facilities

- a. The Trade Contractor will provide and pay for the temporary toilet facilities in the construction area.
- b. If the Trade Contractor set up a field trailer at the jobsite, any temporary toilet facilities for the field trailer will be the responsibility of the Trade Contractor.

D. Temporary Potable Water

- a. Temporary Potable Water will not be provided on the construction site. If it is required for construction activity it shall be furnished and maintained by the Trade Contractor.
- b. Each Trade Contractor will be responsible for its' own drinking water and ice.

E. Trash Dumpsters

- a. The Trade Contractor will provide centrally located dumpsters for their own use. It is the responsibility of each Trade Contractor to deposit its waste into these dumpster stations on a daily basis.
- b. No concrete, steel, masonry, demolition material or hazardous waste shall be placed in the dumpsters. These types of materials will be the responsibility of each Trade Contractor to **LEGALLY** dispose of off-site on a daily basis.

F. Temporary Heat / Ventilation

- a. If temporary heat and/or ventilation is required to properly execute this Work it shall be the responsibility of each Trade Contractor.

G. Temporary Storage Facilities/Jobsite Trailers

- a. Temporary storage facilities will be the responsibility of each Trade Contractor.
- b. No material shall be stored on the construction site unless coordinated and approved by the Owner.
- c. If material is allowed to be stored on the site, material must be installed within two (2) weeks of delivery so as not to unduly hamper site construction.
- d. Trade Contractor includes all costs for tool storage facilities and a material staging area as required for its work. On-site trailers shall be limited due to allowable space. All jobsite trailers shall be approved in advance by the Owner for size and location.

Any other temporary facilities / utilities / meter / lines, etc., required to perform the Work contained herein, shall be the responsibility of each Trade Contractor.

Each Trade Contractor shall submit to the Owner, for approval, all facilities, storage, parking and staging areas prior to Trade Contractor mobilization.

SPECIAL REQUIREMENT #4
SUBMITTALS

- A. Shop drawings are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Trade Contractor or any lower-tier Trade Contractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

Unless other provided in the Contract Documents, shop drawing submittals shall consist of the following:

1. Digital files, submitted electronically
2. The Trade Contractor shall provide all additional copies required for its suppliers and/or fabricators, proper execution of the Work, and/or maintenance manuals.
3. Reproduces of shop drawings will be returned to the Trade Contractor with the Architect's/Engineer's review action.

- B. Samples are physical examples which illustrate material, equipment, or workmanship, and establish standards by which the Work will be judged. Unless otherwise provided in the Contract Documents, three (3) samples must be submitted for review and approval.

The Trade Contractor shall be responsible for providing all additional copies required for its suppliers and/or fabricators, proper execution of the Work, and/or maintenance manuals.

- C. All submittals shall be completely checked and stamped by the Trade Contractor and submitted to the Owner. Submittals shall include:

1. Date and Revision Date
2. Project Title and Number
3. The names of:
Architect/Engineer
Owner
Trade Contractor
Supplier
Manufacturer
Separate detailer when pertinent
4. Number of each shop drawing product date and sample submitted (numbering system to be established by the Construction Manager)
5. Identification of product and/or material and reference to the pertinent Specification Section
6. Relation to adjacent structure or materials
7. Field dimensions, clearly identified as such
8. Specification Section number and paragraph
9. Applicable standard, such as ASTM number or federal specification
10. A blank space, minimum of 3" x 4", for the Architect/Engineer's stamp
11. Identification of deviations from Contract Documents

12. Other pertinent data

- D. Trade Contractor is required to submit Three (3) completed sets of close-out documents and As-Built Drawings within 10 days after the date of Substantial Completion or before, depending on the completion of this Trade Contract. These documents shall be provided in hardcopy AND electronically.

SPECIAL REQUIREMENT #5
ALLOWABLE MARKUP FOR CHANGES

- A. For any change in the Work, the total Trade Contractor's material, labor and Trade Contractor cost shall be marked up at the following maximum rates:

Overhead	<u>10%</u>
Profit	<u>5%</u>

- B. Material costs subject to mark-up shall be defined as only those items which become a permanent part of the Work.

Labor costs subject to mark-up shall be defined as the direct wages of field personnel from foreman down, required to put the Work in place.

The percentage markup for overhead and profit includes all warranty costs and any additional bond and insurance costs.

All other costs will be accounted for in the allowable mark-ups shown above.

SPECIAL REQUIREMENT #6
HOURS OF WORK

- A. Work hours are 0700 to 1700 (dependent on launch schedules and mission interruptions of NASA), Monday through Friday. Any work beyond these hours must have prior approval by the Owner.
- B. Holidays will be observed as follows (or similar; will be updated to reflect 2024 dates as holiday schedule is released):
1. New Year's Day – January 1, 2024
 2. Martin Luther King, Jr Day – January 15, 2024
 3. Memorial Day – May 27, 2023
 4. Fourth of July – July 4, 2023
 5. Labor Day – September 2, 2024
- C. If the Trade Contractor may be required to work overtime to maintain the project schedule, Trade Contractor shall schedule this work with the Owner and shall provide same at no additional cost. Approval to work outside normal work hours must be approved by the Owner before starting.
- D. The Trade Contractor shall schedule deliveries of materials to the site between the hours of 7:00 am and 5:00 pm, unless otherwise approved by the Owner.

SPECIAL REQUIREMENT #7
MISCELLANEOUS REQUIREMENTS

- A. Trade Contractor agrees to attend a Pre-installation Conference prior to starting work to review the Trade Agreement and requirements.
 - B. Owner shall have sole ownership of all total and/or free float. Float shall be used at the discretion of Owner.
 - C. Trade Contractor shall be responsible for coordinating all tests, inspections, adjustments, 'As-Built' drawings, etc. as required for complete and operable systems. The Owner will hire third party testing directly.
 - D. Trade Contractor will be furnished one (1) full set of electronic contract drawings and specifications. Any additional copies of the contract documents will be furnished at the Trade Contractor's expense.
 - E. Trade Contractor shall provide all hoisting and horizontal transfer of all materials, equipment, debris, etc. required to perform this scope of work. Trade Contractor shall include all scaffolding, cranes and any other heavy machinery required for this scope of work.
 - F. Trade Contractor will be provided reasonable access to the Jobsite. Trade Contractor understands there may be clears and other conflicts that could periodically prevent site access.
 - G. Trade Contractor shall be required to follow all provisions of the Davis Bacon Wage Act. Certified payrolls shall be submitted monthly with pay applications.
 - H. Trade Contractor shall be required to submit a Temporary Worker Form for Island Access/badging within (5) business days advance notice for workers needing site access for 30 days or more.
 - I. Trade Contractor shall be required to submit the following within (1) business days advance notice for workers needing site access for less than 30 days:
 - Full Legal Name (as it appears on your driver's license)
 - MARS POC
 - Purpose of Visit
 - Company Affiliation
 - Date and Duration of Visit
 - Facility/Building Visiting
 - Mobile Phone Number
- Submit the above information to badging@vaspace.org a minimum of five days in advance of needing site access.
- J. Deliveries directly to Wallops Island Facilities (32477 Causeway Road Wallops Island, VA 23337) shall require the delivery driver to possess a Bill of Lading (BOL) containing the following information: Date of Delivery, POC, Specific MARS Facility the item is being delivered to and a brief description of what is being delivered. The Island Gate Officer will issue a Drop Off badge to the driver after they have verified the bill of lading and the truck has been inspected by K-9. When the truck arrives K-9 will be contacted to come to the Island gate for the inspection. Escort is required from Island gate for pick-up from the Island even if a specific destination is on the BOL. Vendors on a schedule or those with frequent deliveries and any driver without a BOL will be required to report to N-1 for escort. All vehicles are subject to inspection.

**EXCEPTIONS TO VCSFA TERMS AND CONDITIONS AND SPECIAL REQUIREMENTS FOR VCSFA MARS PAD 0D FOUNDATIONS
AND UTILITIES**

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	RFP Section #, Page #	Exception Describe nature of the Exception	Explanation of why this is an issue	Your alternative to meet VCSFA needs
1				
2				
3				
4				
5				