

PROJECT TITLE
ADDITIONAL TITLE INFO
IF REQUIRED
BUILDING NAME

Project Code 214-xxxxx

Longwood University
Farmville, Virginia

MEETING DATE AND TIME

OWNER:

LONGWOOD UNIVERSITY

Capital Design & Construction
201 High Street
Farmville, VA 23909
(434) 395-2123
(434) 395-2978 (FAX)

ARCHITECT/ENGINEER:

xxxxxxx Architects

Address
Address
Phone number (Office)
Phone number (Fax)

CONTRACTOR:

xxxxxxx

Address
Address
Phone number (Office)
Phone number (Fax)

I. PROJECT COMMUNICATION AND CORRESPONDENCE

A. With the Contractor

1. The Contractor's Project Manager will be xxxxxxx.
2. All correspondence shall be addressed to the Project Manager, xxxxxxx.
3. The Contractor's Superintendent will be xxxxxx.

B. With the Architect

1. The Architect's Construction Administrator will be **name, phone number, fax number, address, email**.
2. All Contractor correspondence, **excluding submittals**, shall be addressed to the Construction Administrator at **name, phone number, fax number, address, email**.
3. All **submittals** shall be addressed to **name, phone number, fax number, address, email**.
4. In their absence for all correspondence, first contact Mr. **_____**, Project Architect, or second, Mr. **_____**, Principal-in-Charge, at (xxx) xxx-xxxx.

C. With the Owner

1. The Owner's Project Manager is **xxxxxxx** (434) 395-**xxxx**, Fax (434) 395-2978, E-mail **xxxxxxx@longwood.edu**
2. The Owner's Construction Inspector is **xxxxxxx** (434) 395-**xxxx**, Fax (434) 395-2978, E-mail **xxxxxxx@longwood.edu**
3. All communications with the Owner by the Contractor shall be through the Owner's Architect, Project Manager, and the Construction Inspector.
4. Copies of all correspondence shall be forwarded to the Owner's Project Manager and the Construction Inspector.

D. With Subcontractors and Suppliers: Unless otherwise directed, all communication with the Owner or the Architect from subcontractors and suppliers shall be through the Contractor.

E. All Submittals and Correspondence including electronic correspondence must include the Project Name and Number as shown below:

Building Name – Project Title
Project Title-214-xxxxx

Electronic correspondence is preferred.

F. Engineering Consultants:

G. Standard Project Forms

1. Copies of the following Contractor-generated standard Commonwealth of Virginia forms are bound within the Project Manual. Copies of the forms may be downloaded from BCOM Website, URL <http://forms.dgs.virginia.gov>.

CO-9a	Worker's Compensation Certificate of Coverage
CO-10	Standard Performance Bond
CO-10.1	Standard Labor and Material Payment Bond
GC-1	General Contractor Estimate for Change Order
SC-1	Subcontractor Estimate for Change Order
SS-1	Sub- Subcontractor Estimate for Change Order
CO-12	Schedule of Values and Certificate for Payment
CO-13	Affidavit of Payment of Claims
CO-13.2	Certificate of Completion by Contractor
CO-13.2a	Certificate of Partial or Substantial Completion by Contractor

2. The Contractor will submit the current version of Form CO-12. The Contractor shall indicate on the form the use of any SWAM subcontractors.
3. The Contractor's Request for Information form and numbering system will be used on this project.
4. Copies of the following Architect-generated standard Commonwealth of Virginia forms are bound within the Project Manual. Copies of the forms may be downloaded from BCOM Website, URL <http://forms.dgs.virginia.gov>.

CO-11	Change Order Blank
CO-13.1	Certificate of Completion by Architect/Engineer or Project Manager
CO-13.1a	Architect/Engineer's Certificate of Substantial Completion
CO-13.1b	Final Report of Structural & Special Inspections

II. STATUS OF CONTRACTOR, ARCHITECT AND OWNER DURING CONSTRUCTION – AUTHORITY, DUTIES AND RESPONSIBILITIES

A. Contractor

1. General: Refer to Sections 3, 4, 17, 18, 19, and 37 of the General Conditions of the Construction Contract (Form CO-7, DGS-30-054) hereafter called General Conditions.
2. Highlight of Specific Duties and Responsibilities
 - a. Shall maintain at all times during the progress of the Work a competent resident project superintendent who shall have authority to act of behalf of the Contractor [Sec. 17, Para. (a)].
 - b. Shall be solely responsible for the means, methods, techniques, sequences and procedures, for scheduling and coordinating all portions of the Work, and for all

safety and worker health programs and practices [Sec. 17, Para. (a); Sec. 18, Para. (a); Sec. 19, Para. (a); and Sec. 34].

- c. Shall enforce strict discipline and good order among the workers and shall not employ any person who is unfit, not skilled in the work assigned to him, or will not work in harmony with others [Sec. 17, Para. (b)].
- d. Shall be fully responsible to the Owner for all acts and omissions of all succeeding tiers of Subcontractors and Suppliers [Sec. 9, Para. (d)].
- e. During the progress of the Work, shall keep the site free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, shall leave the site clean and ready for use by the Owner. [Sec. 31].
- f. Shall conduct, record principle discussions, and distribute meeting notes for all meetings other than the regularly scheduled job site progress meetings.
- g. Shall require all Subcontractors and Suppliers to communicate with the Architect through the Contractor.
- h. Shall maintain at the site a complete and up-to-date set of "As-Built" Contract Documents [Sec. 23, Para. (g)].
- i. Shall provide Architect and Longwood University's Construction Inspector timely notice of readiness of the Work for all required inspections, tests or approvals.
- j. Shall be responsible for site security.

B. Architect

- 1. General: Refer to Section 15 of the General Conditions and Section 7.15 of the Construction and Professional Services Manual, 2012 edition (CSPM).
- 2. Highlight of Specific Authority, Duties and Responsibilities:
 - a. Shall determine the progress and quality of the Work [Sec. 15, Para. (a)].
 - b. Shall interpret the requirements of the plans and specifications [Sec. 15, Para. (a)].
 - c. Shall issue Field Orders as may be required [Sec. 15, Para. (a)].
 - d. Shall have the authority to inspect the Work and to reject non-conforming work [Sec. 15, Para. (a) and (f), and Sec. 16, Para. (a)].
 - e. Shall provide a written site visit report to the Owner and Contractor after each site visit [Sec. 15, Para. (f)].
 - f. Shall conduct, record principle discussions, and distribute meeting notes for regularly scheduled semi-monthly job site progress meetings [Sec. 50, Para (d)].

- g. Shall approve or take other appropriate action on Contractor submittals [Sec. 24, Para. (b), (i), and (j)].
 - h. Shall determine amounts owed to the Contractor and recommend payments to the Contractor in such amounts [Sec. 36, Para. (a)] with the approval of the Longwood University's Project Manager and Project Inspector.
 - i. Shall conduct inspections to determine Substantial Completion and Final Completion of the Work [Sec. 44].
3. Limitations on Architect's Authority and Responsibilities
- a. Shall not supervise, direct, control or have authority over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or for Contractor's safety precautions and programs [Sec. 15, Para. (g)].
 - b. Shall not have authority to approve or order changes in the Work which result in an extension of the Contract Time or a change in the Contract Price [Sec. 15, Para. (b)].
 - c. Shall have the authority to reject, but not approve, Contractor proposed deviation from the Contract requirements [Sec. 24, Para. (i)].

C. Owner

1. General
- a. Owner's Right to Terminate the Contract for Cause [Sec. 41].
 - b. Owner's Right to Terminate the Contract for Convenience [Sec. 42].
2. Highlight of Specific Authority and Responsibilities
- a. Shall have the authority, but not the duty, to countermand any decision of the Architect and to follow or reject the advice of the Architect [Sec. 15, Para. (c)].
 - b. Shall transmit all orders to the Contractor through the Architect or shall inform the Architect of any order given directly to the Contractor [Sec. 15, Para. (d)].
 - c. Shall have the authority to inspect the Work and to reject non-conforming Work [Sec. 16, Para. (a)].
 - d. Shall have the authority to require the Contractor to remove from the Work any employee deemed to be incompetent, careless, not working in harmony with others at the site, or otherwise objectionable [Sec. 17, Para. (c)].
 - e. Shall have the sole authority to approve Contractor proposed deviations from the Contract requirements [Sec. 24, Para. (i)].
 - f. Shall have the authority to reject Contractor proposed "or-equal" material, device or equipment [Sec. 26, Para. (b)].

- g. Shall make payments to the Contractor promptly when they are due [Sec. 36, Para. (a) and (h)].
- 3. Limitations on Owner's Authority and Responsibilities: The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures; for coordinating all portions of the Work under the Contract; and for all safety and worker health programs and practices. [Sec. 17, Para. (a) and Sec. 18, Para. (a)].

D. Owner's Construction Inspector

- 1. General: Refer to Section 16 of the General Conditions, and Section 7.17 and Appendix N of the CPSM.
- 2. Highlight of Specific Duties and Responsibilities
 - a. Shall inspect all materials, equipment and supplies used in the construction to ensure compliance with the Contract Documents.
 - b. Shall inspect workmanship incorporated into the Work to ensure compliance with the Contract Documents.
 - c. Shall evaluate payment applications jointly with the Architect.
 - d. Shall discuss clarification issues in the field with Contractor, receive copies of all clarification requests submitted by the Contractor to the Architect, and determine the necessity for the Architect and/or his consultants to make additional site visits beyond contractual obligations.
- 3. Limitations on Construction Inspector's Authority and Responsibilities: Has no authority to and shall not:
 - a. Authorize deviations from Contract Documents.
 - b. Issue directives relative to any aspect of construction means and methods, or in regard to safety precautions or programs.

III. GENERAL DISCUSSION OF CONTRACT

A. Bonds and Insurance

- 1. It shall generally be the responsibility of the Contractor to provide any required notice to any surety due to changes affecting the general scope of the Work or the provisions of the Contract Documents (including Contract Price or Contract Time) [Sec. 38, Para. (e)(4)].
- 2. Should the date of expiration of any bond or Certificate of Insurance required to be provided by the Contract Documents be earlier than the date of final payment or as otherwise required by the Contract Documents, it shall be the responsibility of the party required to provide such bond or insurance to provide evidence of renewed and continuing coverage to all affected parties on or before such date of expiration.

B. Initiating Construction

1. Award (DGS Form CO-9.1, Notice to Award) does not constitute authorization to commence work; work may not begin until authorized by the Notice to Proceed (DGS Form CO-9.2). **Notice to Proceed date is _____.**
2. Before starting any work at the site, the Contractor must deliver to the Owner the required certificates of insurance [Sec. 11 and 12], and performance, labor, and material bonds [Sec. 8]. The Power of Attorney must be recorded in the City of Richmond, Commonwealth of Virginia.
3. Before undertaking each part of the Work, the Contractor shall carefully review the Contractor Documents and shall check and verify all applicable field measurements. The Contractor shall promptly report in writing to the Architect any conflict, error, ambiguity or discrepancy that the Contractor may discover.

C. Contract Time - Form of Agreement between Owner and Contractor (DGS Form CO-9)

1. The project shall be "substantially complete" on **xxxxxxx**.
2. The work shall be complete, including site clean-up and the completion of all punch list items, within 30 consecutive calendar days from substantial completion.

IV. SCHEDULE, ESTIMATES, CHANGE ORDERS AND TIME EXTENSIONS

A. Project Progress Schedule

1. Preliminary Progress Schedule [Sec. 19, Para. (a)], is due within two weeks after the Contract is signed by the contractor. **Contract date is _____**. **Preliminary Schedule is due _____**.
2. Fully Complete Project Schedule [Sec. 19, Para. (a)], is due within 60 days after the Contract is executed. **Final Schedule is due _____**. The final schedule must be approved prior to the processing of the second pay application.
3. Refer to Sec. 19, Para. (c) for scheduling requirements using the Critical Path Method (CPM). The Contractor's proposed construction schedule and monthly updates shall be submitted in paper form.
 - a. No work will be allowed during the following periods
 - i. Convocation ceremony **date**
 - ii. Commencement ceremony **date**
 - b. Advance coordination of work and deliveries shall occur during the following periods
 - i. Student move-in **dates**
 - ii. Student move-out **dates**
 - iii. Student study period and final examinations (fall) **dates**
 - iv. Student study period and final examinations (spring) **dates**
 - v. **Special events dates if required**

4. Submit updated Progress Schedule with each monthly Application for Payment [Sec. 19, Para. (d)].
5. Refer to Specification Section **xxxxx** “Construction Progress Documentation”, for additional schedule requirements.

B. Schedule of Values (DGS Form CO-12)

1. Preliminary Schedule of Values [Sec. 20, Para. (a)] shall be submitted to the Architect and the Longwood University’s Project Manager and Construction Inspector, prior to the first Application for Payment. **Maximum cost breakdown and labor and materials must be separate.**
2. Approved Schedule of Values will serve as basis for progress payments.
3. Use current edition of Form CO-12. Indicate on the Form the portion of work performed by SWAM subcontractors.

C. Monthly Requests for Payment [Sec. 36]

1. Closing Date, Payment: On or about the 25th day of each month, the Contractor shall submit his Application for Payment to the Architect. The Owner will review the Application for Payment with the Contractor and Architect at the monthly pay meeting. Thirty (30) days after receipt and acceptance of the Contractor’s Application for Payment by the Owner and the Architect, the amount recommended will become due [Sec. 36, Para. (h)]. **Monthly meetings are scheduled for the 2nd and 4th xxxxxxxx of every month at xxxxxxxx.**
2. Format: Contractor’s Application for Payment shall be DGS Form CO-12, Schedule of Values and Certificate for Payment, and shall be submitted in four (4) copies, all with original signatures.
3. Preliminary approvals: Prior to submitting his monthly Application for Payment, the Contractor shall review his draft Application for Payment with the Owner’s Field Engineer and the Architect’s Construction Administrator.
4. Contractor shall fax draft monthly Request for Payment to the Owner and A/E **xxx** days prior to the scheduled end of month site visit/pay meeting.
5. Work Due and Materials on Hand: In preparing estimates, the Contractor may include the value of material delivered and stored on-site which are scheduled for incorporation into the work within the following six months within his Application for Payment. However, if the Contractor intends to bill for stored materials, his Schedule of Values for the applicable trades must be divided into labor and materials. Refer to Section 36, paragraph (a), of the General Conditions for procedures for payment for materials stored off-site within the Commonwealth of Virginia. **Specific insurance documentation must be provided including the project name and number.**

D. List of Subcontractors [Sec. 9, Para. (a)]

1. The contractor shall notify the Owner and Architect in writing of the names, addresses, phone numbers and facsimile numbers of Subcontractors and Suppliers proposed for the principal parts of the work, as soon as practicable after signing the Contract. ***A list will be provided within xxxxxx weeks.***
2. The Contractor shall not employ any subcontractor that the Owner may, within a reasonable time, object to as unsuitable [Sec. 9, Para. (a)].

E. Change Orders

1. General: Refer to Section 38, Changes in the Work, and Section 39, Extras, of the General Conditions.
2. Request for Proposal (RFP); Response and Acceptance:

The typical Change Order process will be as follows: The Architect will issue a request for proposal (RFP) to the Contractor for a change under consideration for incorporation into the Work. The Contractor shall forward its proposal, including any request for addition/subtraction to the Contract Price and the Contract Time, within ten (10) calendar days upon receipt of the RFP, or as otherwise directed. The Owner and Architect will review the Contractor's proposal and will respond within fifteen (15) days. If accepted by the Owner, a Change Order will be issued for execution by the Owner, Architect, and Contractor. The cost of changed work may not be included in the Contractor's Application for Payment until after the Change Order has been executed by both the Owner and the Contractor.

3. Revisions to the Contract Drawings will typically be made by 8-1/2" x 11" drawings ("sketches").
4. Change Orders are not official until executed by both Contractor and Owner.
5. Per Section 38, para. (a)(3) of the General Conditions the Owner has the right to order the Contractor to proceed with a change to the work on a "time and materials" basis prior to agreement on the cost or time impact of the changed work. ***Keep T & M work daily and separate for other documents.***

F. Time Extensions (Other Than Change Orders)

1. Delays [Sec. 43, Para. (b), (c), and (d)].
2. Notice Requirements: If the alleged delay is the result of action or inaction on the part of the Owner, the Architect, separate contractor employed by the Owner, any party for whom the Contractor deems the Owner responsible, or an agent or employee of any of them, the Contractor shall inform the Owner and the Architect immediately at the time of the occurrence and shall give written notice within two (2) working days. The Owner shall then have three (3) working days to respond. ***Signed by PM and weather delays can be delivered 30 days after notification by the contractor.***

3. Claimed delay must directly affect the critical path of the approved CPM schedule, and “float” has been consumed.

V. CONTRACTOR’S SCHEDULE OF SUBMITTALS AND SUBMITTAL REVIEW PROCEDURES

- A. Schedule of Submittals [Sec. 24, Para. (a), and Specification Section **xxxxx**]: Submittal log shall be submitted to Architect for review.
- B. Submittal Procedures: Refer to Sec. 24 of the General Conditions and to Specification Section **xxxxx** for submittal procedures.
- C. Contractor’s Duties and Responsibilities: Contractor is responsible for prior review, approval and certification, and requirement for specified written notification of any variations [Sec. 24].
- D. Grouping of Submittals: All required submittals for each individual specification section shall be grouped together into one package to the greatest extent possible. Thus product data, shop drawings, test reports, certifications, samples, etc., for each specification section shall be submitted as a complete package.
 1. One exception to this requirement would be where one or more submittals must be reviewed and initial approval and/or selections made by the A/E before subsequent submittals that depend on the A/E review or selection(s) can be submitted. An example would be samples for initial color selection purposes, which would then be followed by larger samples for verification purposes.
 2. A second exception would be items that cannot be submitted until the affected work is completed, such as executed Warranties, As-Built Record Documents, or Operation and Maintenance Manuals.
- E. Submittal Packages: Shall be organized such that each package includes the required submittals for only one specification section to the greatest extent possible. Submittals shall be marked to clearly identify the specification section number(s), CSI division, and supplier/subcontractor where applicable.
- F. Number of Copies: The number of copies to be submitted is dependent upon the number of reviewed copies the Contractor wishes to have returned. For all submittals, the Owner will receive two (2) reviewed copies, the Architect will retain either one (1) copy (if reviewed by the Architect only) or two (2) copies (if also reviewed by a consultant), and the remainder shall be returned to the Contractor. The *maximum* number of copies of any individual submittal the Architect will accept for review is nine (9).
- G. Color Selections: Refer to Specification Sections **xxxxx** and **xxxxx**. All required samples for interior finish materials and equipment must be received before color selections will be made. (Typically the architect will review and return submittals [but retain samples] with the notation that color selection(s) will follow after receipt of all required samples.)

1. Throughout the Project Manual, numerous specification sections require the submittal of actual color samples for materials. For example, refer to Specification Section xxxxx, which requires actual wood samples (8” X 10”) for flush wood doors. In such cases color selections will not be made from photographically reproduced color charts.
 2. Once all samples are received, the architect has to assemble a proposed color scheme package for review and approval by the Owner before the color selections can be issued to the Contractor. Thus the Contractor should anticipate in his construction schedule approximately **30 days** between the delivery of the set of required samples that are approved by the Architect and the issuance of the color schedule.
- H. Submittal “Previews”: Given the complex nature of some aspects of this project, the Architect is willing to meet with suppliers/subcontractors in the architect’s office once prior to the formal submittal of shop drawings, product data, etc. to confirm the intent of the contract documents and/or discuss any “special” [or potential problem] conditions and/or contractor suggestions for alternate details or systems.
- I. Additional Reviews: The Contractor shall reimburse the Owner for costs incurred by the Architect in reviewing Contractor proposed substitutions, in reviewing third or later submissions of required submittals due to no fault of the Owner or Architect, in reviewing submissions other than those required by the Contract Documents for the benefit of the Contractor or any Subcontractor or Supplier, or in processing more than the required number of shop drawings, catalog cuts, and related materials specified in Specification Section **xxxxx** at the request of and/or for the benefit of the Contractor or any Subcontractor or Supplier.

VI. CONSTRUCTION

A. Use of premises and removal of debris [Sec. 31]

1. Staging area(s): Contractor Staging Area. Contractor shall have full use of premises for construction operations, including use of Project site, during construction period, except as specified herein. Contractor’s use of premises is limited only by Owner’s right to perform work or to retain other contractors on portions of Project. Refer to the “project limit lines” indicated on the drawings. Confine operations to areas within limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed unless written permission is received from the Owner. Keep driveways, sidewalks, and areas adjacent to the premises clear and available for use by the Owner and the Owner’s employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. During the academic year, construction activity will not be permitted to disturb or interrupt the normal functioning of the University or any student services or needs. ***Maintain all accessible routes and notify thru signage of any proposed changes. High visibility and density area – contractor must maintain site diligently. Storage either inside fence or at the remote site. Notify deliveries so as not to obstruct roadways or endanger University personnel.***

- B. Project Sign [Sec. 33]
 - 1. Location and design for all “temporary” signs (Contractor, subcontractors) must be approved by the Owner prior to erecting.
- C. Temporary Facilities and Utilities [Sec. 25]. Refer also to Specification Section **xxxxx**.
 - 1. Field Office: Refer to Specification Section **xxxxx**.
 - 2. Perimeter Site Fencing: Refer to Specification Section **xxxxx**.
- D. Protection of Persons and Property [Sec. 34]: The Contractor is solely responsible for all safety precautions and programs.
- E. Quality Control
 - 1. Tests - as required by specifications
 - 2. Certificates - as required
 - 3. Standards for Materials Installation and Workmanship [Sec. 29]
- F. Site Visits by Architect and On-site Monthly Progress Meetings: The Architect will visit the site at least twice each month to observe the progress and quality of the work. At least once each month, during a scheduled progress meeting with the Contractor, the following items will be discussed:
 - 1. Progress Schedule - CPM
 - 2. Contractor's Application for Payment
 - 3. Status of Contractor's submittals
 - 4. Status of Contractor's record documents
 - 5. Contractor Requests for Information.
 - 6. Requests for Proposals
 - 7. Change Order work
 - 8. Running Punch List
 - 9. As-built drawings will be reviewed for currency at each meeting.

VII. DISPUTES AND CLAIMS

A. Extras [Sec. 39]

1. Contractor shall give written notice to the Owner and the Architect within fourteen (14) days of receipt of instruction requiring him to perform extra work.
2. If Owner agrees that instruction given involves extra work, a Change Order will be issued and any additional compensation to be paid therefore shall be determined by one of the three methods provided in Section 38 of the General Conditions, as selected by the Owner.

B. Contractual Disputes

1. Contractor shall submit written notice of its intent to file a claim at the time of occurrence or beginning of the Work upon which the claim is based; in no event shall a written claim be submitted more than sixty (60) days after final payment.
2. The Owner shall issue its written decision upon Contractor's claim within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required and requested by the Owner.
3. The Contractor may initiate legal action upon the Owner's failure to respond to his claim within 120 days.
4. Any decision of the Owner on a Contractor claim shall be conclusive unless the Contractor initiates legal action within six (6) months of the date of the final decision.

VIII. PROJECT CLOSEOUT

A. General: Refer to Specification Section **xxxxx.**

B. Substantial Completion Inspection [Sec. 44]

1. Certificate of Partial or Substantial Completion by Contractor, DGS Form CO-13.2a.
2. The Architect will conduct only one (1) inspection to determine Substantial Completion of the Work as part of its basic services to the Owner. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, the Contractor shall reimburse the Owner of all costs of reinspection or, at the option of the Owner, the costs may be deducted from payments due to the Contractor.
3. ***Representatives from the Bureau of Capital Outlay Management (BCOM) will be invited to participate in the Substantial Completion inspection.***

C. Final Completion Inspection [Sec. 44]

1. The Architect will conduct only one (1) inspection of the work to determine Final Completion of the Work as part of its basic services to the Owner. If this inspection determines that the work is not complete, either because of major items not completed or an excessive number of punch list items, the Contractor shall reimburse the Owner of all costs of reinspection or, at the option of the Owner, the costs may be deducted from payments due to the Contractor.

D. The following items must be completed for project closeout and final acceptance.

1. Final clean-up
2. Warranties and Guarantees [Sec. 45]
3. "As-Built" Drawings [Sec. 23, Para. (g) and (h)]
4. Affidavit of Payment of Claims, DGS Form CO-13
5. Certificate of Completion by Contractor, DGS Form CO-13.2
6. Final Payment [Sec. 36, Para. (f) and (j)]

IX. ADDED COMMENTS BY ARCHITECT

X. ADDED COMMENTS BY OWNER

A. Site Regulation. Longwood University expects that all construction workers will maintain proper behavior for a university setting. Workers not maintaining proper decorum will be directed to leave university property.

B. Smoking. Smoking on campus is permitted in designated areas only. Workers must smoke only in designated areas within the construction site.

C. Stormwater Management and Erosion and Sediment Control.

1. General
 - a. Longwood University has the overall responsibility for meeting all applicable federal, state, and local requirements for stormwater management (SWM) and erosion and sediment control (ESC).
 - b. The Contractor is responsible for obtaining all applicable DEQ and Town of Farmville permits, and for providing and properly displaying the Storm Water Pollution Prevention Plan (SWPPP).
 - c. University personnel will conduct ESC site inspections.

- d. The Contractor is responsible for conducting SWM inspections.
- e. DEQ and University personnel will conduct random inspections of the SWPPP.

2. Personnel

- a. The Longwood University E&S inspector is **xxxxx**
- b. The Contractor's Responsible Land Disturber is **xxxxx**
- c. The Contractor's Responsible Person for the SWPPP is **xxxxx**

XI. ADDED COMMENTS BY CONTRACTOR