

Eric S. Lammers
Shareholder
Admitted: VA, DC, MD

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January 16, 2024

NOTICE OF CLAIM

VIA FEDERAL EXPRESS
AND EMAIL (SROSENBERG@ALBERMARLE.ORG)

Albemarle County Board of Supervisors
c/o Office of the County Attorney
Albemarle County
301 McIntire Rd., Suite 325
Charlottesville, VA 22902

Attention: Steve Rosenberg, Esq., County Attorney

Re: Notice and Presentation of Claim to Albemarle County Board of Supervisors

Contract No. 2021-069B-IFB-03153 ("Contract")
Project: Ivy Road Sidewalk Improvements
Contractor: S.L. Williamson Company, Inc.
Owner: Albemarle County

Dear Mr. Rosenberg:

Pursuant to Virginia Code § 15.2-1248, S.L. Williamson Company, Inc. ("SLWCO" or "Contractor") presents its claim to the governing body of Albemarle County. Please accept this letter as SLWCO's notice and presentation of its claim, as required by the statute.

SLWCO further requests that the Board of Supervisors schedule a hearing or presentation date on which this claim will be presented in person so that SLWCO can provide further detail regarding the claim and answer any questions or respond to any requests for additional information or clarification by the Board of Supervisors.

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A brief summary of the Claim is set forth below. By way of summary, SLWCO claims entitlement to additional compensation in the total amount of \$238,207.29. SLWCO is entitled to this additional compensation because the County has, to date, refused to properly pay the Contractor for additional costs incurred due to the County's delay in allowing the work at issue to commence. The County further required that SLWCO perform additional work, which was not warranted either contractually or from an economic standpoint, after the Project was completed, resulting in SLWCO incurring further costs.

1. Background; Contract Execution

SLWCO is a contractor that performed services for Albemarle County pursuant to the Contract referenced above. Without limitation, the Contractor provided construction services to asphalt milling, buildup, and/or overlay along Ivy Road (VDOT Project 0250-002-R98, C-501). SLWCO bid on this Project in March 2021, and the Contract was executed in July of that same year. A copy of the Contract is attached as Exhibit 1.

This Contract was unusual in that the Project previously was bid three times as a standard GC (General Contractor) bid. Presumably, all of those bids were over the County's budget, because the County ultimately separated the Project into several parts and bid each part separately. The first such contract included road widening, concrete and pavement markings and signage. The second part, which was the Contract awarded to SLWCO, consisted of asphalt paving.

2. Delay in Commencement; Increased Costs; Completion of the Project

Although the Contract specified that the work was to be substantially completed in June 2022, the Contractor was not permitted to even begin paving until the Fall of 2022 because of delays in the first part of the work (Contract 1, above, for widening/markings/signage). SLWCO, of course, had no part in any such delays, as it was not involved with the Contract 1 work. Nonetheless, the County (through its Senior Project Manager, Walter Harris) was not advised that work could begin until late Fall, and work ultimately could not commence until December 2022, six full months from when the work was supposed to have been completed.

By preventing the Contractor from beginning its work until six months after the scheduled completion date, the County substantially increased the Contractor's costs of performing this work. In addition to the escalation in material and labor costs that took place over the more than two years that transpired from the time the work was bid until the County allowed it to be performed, the work that had been planned for the summer was pushed into a less favorable paving season, with shorter days and colder weather. Because the work had been bid on a lump sum basis, the County's delay in allowing work to proceed had a significant and

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detrimental impact of SLWCO to the extent that SLWCO was not compensated for these substantial increased costs. Unlike the typical VDOT project, the Contract did not include the standard provision for asphalt adjustment. SLWCO understood it was taking the risk of increases in labor and material costs when it bid the job in 2021 expecting completion by June 2022. SLWCO did not understand, nor should it have, that it would be required to bear, without compensation, the burden of increased costs through nearly two years (and, as it turned out, even longer, as addressed below) after the Project was bid.

Prior to beginning work, the Contractor advised the County of the late start and requested additional funds to compensate the Contractor for the increased costs of labor, liquid asphalt, fuel adjustment and tack. A copy of this request is attached as Exhibit 2. Although SLWCO had no part in and was not responsible for the delay, the County declined to compensate the Contractor for *any* of these additional costs.

Despite the County's failure to acknowledge the increased costs and unfavorable conditions, SLWCO chose not to delay the Project further and instead, in December of 2022, promptly mobilized and timely completed the work the Contract required.

The roadway on which SLWCO was contracted to perform its asphalt paving work (a portion of Route 250) had very poor drainage in the eastern section (near the light at Ivy Provisions) with a cross slope varying from .33% to 1% (as opposed to a standard slope of 2% for a VDOT roadway). The Plans called for variable depth milling plus variable depth buildup (asphalt) plus a 1.5-inch asphalt overlay. In an effort to substantially improve the existing poor drainage, the Contractor reduced some of the full depth milling and did edge milling and buildup with the goal, which was achieved, of providing a proper slope for the roadway.

Significantly, the County's representative (and, presumably, VDOT) oversaw and inspected SLWCO's work on this Project. At no point during the work did any representative of either the County or VDOT identify any issue with milling depth (which, of course, was readily observable) or any other aspect of SLWCO's work. The Contractor completed its work and left the job, confident that it had provided a good product to the County and that it would be fully compensated for its work. Unfortunately, that turned out not to be the case.

3. County Identifies Markings Error; Requires SLWCO to Re-Do Existing Work

After SLWCO completed its work, the pavement marking contractor laid down lines in the wrong location, putting them in the original location, and not in the new location shown on the Plans. The Plans provided for a bike lane that varies in width from 4 to 5 feet. While there was not room on the roadway for a full-size bike lane, SLWCO understands that this smaller lane was included to provide some additional room for cyclists. At some point after the markings



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were laid down, the County noticed the error in bike lane placement. SLWCO believes that the decision was made that simply eradicating the markings would be unsightly and that, instead, the asphalt would need to be replaced and the markings re-applied on this new asphalt.

In 2023, the County contacted the Contractor and took the position that SLWCO's work on the Project had been deficient because SLWCO had not milled to a full depth of 1.5 inches throughout the entirety of the roadway. A copy of the County's letter relating to this issue is attached as Exhibit 3. The County never provided any evidence supporting its observation, apparently relying upon the opinions of the very same County representatives that had observed the Contractor's work but declined to raise any issue regarding that work while it was actually underway. Needless to say, doing so would have saved the Contractor a significant amount of time and money.

Taken aback, SLWCO engaged in many communications with the County in an attempt to understand and respond to the County's assertions. When it became clear that the County was not only taking this position, but intended to use it to get the Contractor to re-mill and re-pave the roadway at the Contractor's cost, SLWCO provided the County with notice of the Contractor's intent to make a claim for all of the increased costs and time associated with the County's decision. A copy of SLWCO's notice is attached as Exhibit 4.

4. SLWCO's Position; Explanations of Why the County was Wrong and Re-Work was Just Not Required, but Counter-Productive

Throughout the first half of 2023, SLWCO engaged in numerous communications and several meetings with the County in an attempt to explain to the County why the work the County was requiring (re-milling to a standard depth and then re-paving to a set height) was not just unnecessary, but would result in a significantly worse product because of the resulting detrimental impact on roadway drainage. During these many communications, SLWCO pointed out all of the following to the County:

- a. The Contract did not support the County's position. The Contract states that the Contract shall take precedence over other Contract Documents, and the Contract describes the work at issue as follows: "asphalt milling, buildup, *and/or* overlay along Ivy Road...." (Emphasis added.) Similarly, the IFB, which also takes precedence over other Contract Documents similarly defines the work as "asphalt milling, buildup *and/or* overlay along Ivy Road...." (Emphasis added.) The use of "and/or" is an express acknowledgement that milling would not be required along the entirety of the road, as consistent with standard practice. SLWCO has worked on many VDOT and other road projects and it has not been the practice on those projects to require milling of the entire roadway before paving. On this Project, SLWCO acted consistent with its prior practice on those



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roadway projects, as well as what it believes is standard practice in the industry: milling the areas necessary to achieve the best product and meet all performance requirements.

- b. The County essentially approved the milling performed by failing to note any discrepancies or disagreements (despite the milling depths being obvious and directly observable by the County's representatives). As noted above, the County's inspectors were able to observe the entirety of the work being performed and personally oversaw and inspected the work as it was being performed. Those inspectors, along with other County representatives, never indicated that there was any required milling that was not being performed, although the extent of milling was, of course, perfectly observable. It was entirely unreasonable for the County to sit back and watch the entire road being paved without comment or criticism, and then much later contend that it needs to be re-done because an obvious part of the work, such as milling, allegedly was not performed throughout the entire roadway. The representatives' failure to note any defect in milling during the entire milling and paving process was, at the very least, an acknowledgement that the Contract Documents did not require milling of the entire roadway, as well as an equitable waiver of any right the County otherwise may have had to contest the milling depths. It was unconscionable for the County to do what it eventually did here: observe the work being performed, say nothing about any alleged deficiency, and then at the end of the project proclaim that the milling failed to comply with the Plans – particularly where this claim was based upon nothing more than the observations of the same people that chose to say nothing while the work was being performed.
- c. The Contractor performed as it did, with the County's full knowledge, in order to provide a better-quality product with improved drainage. As also addressed above, SLWCO did not mill down to a uniform depth throughout the entire roadway because doing so would have resulted in a lesser-quality product. Specifically, SLWCO milled and re-paved the roadway to improve drainage. Had SLWCO performed as the County claimed it should have, the roadway would have had inferior drainage, worse performance, and be a lesser-quality product. This is because the existing roadway had very poor drainage. Milling down to a set depth and then applying new asphalt to a set height, as the County claimed was required by the Plans, would have simply replicated that poor drainage on the otherwise refreshed roadway. In other words, SLWCO's work improved the roadway. The work that the County claimed was necessary would have made it worse.
- d. The Work required by the County was economically wasteful. Even if the County was correct regarding the milling depths required by the Plans, mandating that SLWCO mill down the new pavement it installed so that the roadway could be further milled and then paved again, constituted economic waste. Pursuant to the doctrine of economic waste, the Contractor should not be required to perform such "repairs" where the cost of the



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work is far beyond the value of any marginal improvement that may be achieved. With respect to this Project, the roadway SLWCO milled and paved met or exceeded all performance requirements. In fact, as previously noted, it was a better product with improved drainage. In contrast, neither the County nor VDOT ever substantiated any deficiency with respect to the expected performance of that roadway as initially paved by SLWCO. Likewise, the County required re-milling, but never identified any quality or performance standard that the existing roadway did not meet or that would be improved by requiring the Contractor to bear the excessive cost of milling and re-paving the roadway or even the portions not previously milled to the depths that the County claimed were necessary. Accordingly, the re-milling and re-paving work required by the County was economic waste. Notably, the Contractor did offer to compensate the County for any perceived loss in value of the roadway due to any lack of full milling, but the County repeatedly refused to accept or even really acknowledge that proposal.

- e. SLWCO should not have been required to bear the cost of the striping contractor's errors. As also previously addressed, SLWCO understands that the County contended that the striping contractor failed to properly perform its striping work, and that eradication of the existing markings would require removal of paving and then re-paving before the new markings were applied. The County asserted that SLWCO should bear the cost of the milling and re-paving and the striping contractor should bear the cost of the re-striping of the roadway. Given what ultimately transpired on this Project, it appears highly likely that the real reason the County wanted the road milled down and re-paved was to allow for re-marking of the roadway on fresh pavement rather than eradication (which presumably was viewed as unsightly). SLWCO should not have had to bear the costs of that work.

SLWCO raised these and other points with the County repeatedly, in advance of the work being performed. SLWCO sought meetings with the County, which were only occasionally and grudgingly granted, to discuss the above points, to no avail. SLWCO even went so far as to seek the aid of the County's Board, prior to the work being performed, again to press why the work that the County was mandating was not only not required and unnecessary, but would result in a worse roadway for the County's residents. SLWCO repeatedly told the County, and even this Board, that if forced to proceed with the County's work, SLWCO would make a claim seeking compensation for all of the costs and time associated with that work and would pursue the matter in litigation if necessary. None of these efforts ultimately proved successful.

While it is impracticable to include all of SLWCO's and the County's communications prior to and during the County's work being performed, the Contractor has attached as Exhibits 5 through 7 some of the many letters, emails and other communications exchanged as part of this process. Those communications leave no doubt that the County was fully apprised of the

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Contractor's position, the likely costs of the work being mandated by the County, and the Contractor's intention to claim all of those costs as additional work – from the time that the County first raised this issue until the Contractor ultimately performed the work, under protest and subject to a full reservation of rights.

5. SLWCO performs the work required by the County; the County does not require full-depth milling but instead opts to improve drainage

In July 2023, SLWCO mobilized and performed the work required by the County. Prior to that work being performed, SLWCO provided a Corrective Action Plan attempting to incorporate the County's demands, which was revised and ultimately approved by the County. SLWCO requested that a unilateral work order be issued directing the work, and repeatedly stressed that the work was being performed under protest and with the full understanding that SLWCO would claim all costs and time associated with the work as additional costs.

The County's representatives were in attendance and directed SLWCO's work in July. Although the County had repeatedly stated that the work was required because SLWCO purportedly had not milled down 1.5 inches uniformly throughout the roadway and then built up and applied another 1.5 inches of asphalt, the County during the July work acknowledged the drainage problems that this re-work would create. Instead, the County directed SLWCO to mill and re-pave to varying depth/heights in order to improve the roadway drainage and avoid the exact problem that had led SLWCO to not perform full, uniform milling in the first place. After months of repeatedly claiming that SLWCO needed to re-mill to a uniform depth because that is what the Plans required, the County instead directed that SLWCO adapt the milling depths to improve roadway drainage, just as SLWCO previously had done. In other words, the County ended up with a product similar to what SLWCO previously had provided, albeit at great expense to the Contractor.

6. SLWCO claims the costs of the re-work; the County rejects the Claim

After the work was performed, the Contractor compiled and submitted its costs in a claim to the County. A copy of the Claim is attached as Exhibit 8. As set forth therein, SLWCO claimed payment in the amount of \$238,207.29 for the work that the County had wrongly required. The Claim includes a breakdown of all of those costs. Notably, the cost of this work was less than had previously been estimated by the Contractor. See Exhibit 8.

On December 11, 2023, the County finally issued a decision on the Claim. In that decision, the County denied the Claim in its entirety. A copy of the decision is attached as Exhibit 9.



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Presentation of Claim to the Board of Supervisors

For all of the foregoing reasons, the County's decision was in error, and should be reversed by the Board of Supervisors:

- First, the uniform milling was not clearly required by the Plans and, even if it had been, would have resulted in a lesser-quality product – a roadway with poor drainage. Accordingly, the July work was additional work, not included in the Contract, for which SLWCO is entitled to be compensated.
- In addition, requiring SLWCO to perform this work was economic waste, work for which the County has never identified either any performance issue caused by the work as originally performed or any performance benefit that would have been obtained by uniform milling throughout the entire roadway. Under the legal doctrine of economic waste, SLWCO again must be compensated for the cost of the economically wasteful work.
- Further, as it appears that the July work was motivated by the perceived need to re-stripe on new asphalt, rather than any actual problems with SLWCO's work, SLWCO cannot be penalized for another contractor's error and again must be compensated for the additional work that the County nonetheless required.

Accordingly, the Contractor is entitled, and hereby demands payment of, \$238,207.29 in additional compensation due to the costs that Contractor incurred in connection with the July work.

Pursuant to Virginia Code § 15.2-1248, SLWCO requests that the Board review this Claim and direct payment to Contractor in the amount of \$238,207.29. In addition, as previously stated, Contractor requests a hearing and/or presentation date to respond to any questions or concerns by the County. To the extent that the Board declines to hear this claim, or refuses to direct the additional payment as set forth herein, SLWCO expects to file a lawsuit to enforce its rights and obtain the payment due to it, and expressly reserves all rights with respect thereto. Further, nothing herein should be deemed a waiver of such rights.

On behalf of S.L. Williamson Company, Inc., I would like to thank the Albemarle County Board of Supervisors for its consideration of this Claim. I look forward to being able to




Rees Broome, PC

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speak to the Board in person, and more fully explain the equitable and legal bases supporting the company's entitlement to payment as set forth in this Notice/Presentation.

Sincerely,

REES BROOME, PC

By: 
Eric S. Lammers

Enclosures

cc: S.L. Williamson Company, Inc.

CONTRACT #2021-069B-IFB-03153

S.L. Williamson Co. Inc.
1230 River Road
Charlottesville, VA 22901
a Virginia Corporation
(Contractor)

Project name: Ivy Road Sidewalk Improvements

A/E, if applicable: Kimley-Horn and Associates, Inc.

A/E contract #: 2011-12163-10

Project Mgr: Walter Harris IV

COUNTY OF ALBEMARLE, VIRGINIA

401 McIntire Rd.
Charlottesville, Virginia 22902
a political subdivision of the Commonwealth of Virginia,
(County or Owner)

This Agreement ("Agreement" or "Contract") made and entered into on this 17th day of ~~June~~ ^{July}, 2021, between the Contractor as identified above and the County (collectively, the Parties), hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** The Contractor shall furnish all labor, equipment, and materials and perform all work for the project as described in the IFB # 2021-069-IFB-03153, p. 3 of 162 and the Owner's plans and specifications, including all work described in the Bid Form as Base Bid plus additives, (collectively, the Work) in strict accordance with the Contract Documents. In brief, the Contractor shall provide construction services to asphalt milling, buildup, and/or overlay along Ivy Road (VDOT Project 0250-002-R98, C-501) including maintenance of traffic to provide a complete project in accordance with the Plans and Specifications.
2. **Incorporation of documents and Order of Precedence:** To the extent that they do not conflict with the terms of this Agreement, the following documents are incorporated by reference in their entirety:
 - the Invitation to Bid, #2021-069-IFB-03153;
 - the Bid Form submitted by the Contractor;
 - the County of Albemarle Construction Contract General Conditions, as included in the IFB;
 - the Supplemental General Conditions, if any;
 - the Owner's Project Plans and Specifications dated February 9, 2021, and modifications shown as Addenda #1 dated 3/5/2021; and
 - the Project Manual dated February 9, 2021 (which may include some or all of the above documents).

In the event that a conflict or ambiguity exists or is created between this Agreement, the IFB, and/or the Contractor's submitted Bid Form, the terms of this Agreement first and the IFB second, if necessary, shall govern and supersede any such conflicting or ambiguous terms. The Supplemental General Conditions shall thereafter take precedence over the General Conditions.

3. **Payment/Consideration Schedule:** In consideration of the Work to be performed by Contractor, as set forth in the section entitled, "Scope of Work," the County agrees to pay Contractor for completed and accepted work the total sum Three Hundred Three Thousand and 00/100 Dollars (\$303,000.00) as calculated below:

Base Bid Item 2:	<u>\$303,000.00</u>
Total:	<u>\$303,000.00</u>

EXHIBIT

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4. Term: The Work shall be commenced on a date to be specified in a written order of the Owner and shall be Substantially Completed on or before June 1, 2022. The Work shall be finally completed within 30 days after the date of Substantial Completion of the Work. Time is of the essence.
5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 (the end of the County's fiscal year) of any year, is subject to its approval and ratification by the Albemarle County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. If sufficient funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.
6. Preconditions to Obligation: The County shall not be obligated to purchase or pay for goods, services, or materials under this Agreement unless the County has ordered such goods, services, and/or materials and until the Contractor has delivered any ordered goods, services, and/or materials. The County may increase or decrease quantities of ordered goods, services, and materials as required and in its discretion.
7. Faith-based Organizations: The County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: Pursuant to Virginia Code §§ 2.2-4201 and 2.2-4311, during the performance of this Contract, Contractor agrees as follows:
 - A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. 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 over \$10,000;
 - B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that Contractor is an equal opportunity employer;
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: Pursuant to Virginia Code Section § 2.2-4312, during the performance of this Contract, Contractor agrees to:
 - A. Provide a drug-free workplace for Contractor's employees.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. Compliance with Immigration Laws: Contractor does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, pursuant to Virginia Code §2.2-4311.1.
11. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
12. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of a required registration to the County. Additionally, if required, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or canceled at any time during the term of the Agreement.
13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the County, and provisions herein with respect to opportunity to cure default shall not be applicable.

17. Termination without Cause: The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the County, at the time of termination. If the County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to the County any work completed or in process for which payment has been made.
18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. Indemnification and Hold Harmless: Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor shall indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the County, its agents, volunteers, servants, employees, or officials.
20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked no later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice. Alternatively, notice can be sent electronically to the parties and email addresses listed below.

Notices for the County shall be addressed as follows:

Walter Harris IV
Senior Project Manager, Facilities Planning & Construction
401 McIntire Rd., Room 420
Charlottesville, VA 22902
wharris@albemarle.org

With a copy to:

Allison McNally
Chief Procurement Officer
401 McIntire Rd.
Charlottesville, VA 22902
amcnally@albemarle.org

Notices for Contractor shall be addressed as follows:

Ethan Hensley
Project Manager, S.L. Williamson Co. Inc.
1230 River Road
Charlottesville, VA 22901
ethan@slwilliamson.com

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. Independent Contractor: Contractor shall be at all times an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of the County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. Contract Claims by Contractor: Prompt knowledge by the County of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the County and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the County with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the County or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the County, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The County will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
27. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the County shall promptly review any claim for extra compensation. If a claim is accepted by the County, it shall be

paid as extra work under the terms of a supplemental agreement executed by the parties *before such work is begun*. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the County to analyze the need for the extra work and the costs claimed for the work.

28. **Payments to Subcontractors:** Pursuant to Virginia Code Section 2.2-4354, Contractor shall pay all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
29. **Insurance:** Contractor shall purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies protecting from claims which may arise out of or result from Contractor's performance or non-performance of services under this Contract or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by Contractor or for whose acts it may be liable. Such policies shall remain in full force and effect at all times during the term of this Agreement and shall contain the types of coverages and minimum limits which are required by the Supplemental General Conditions or General Conditions, which shall, for this provision "Insurance" only, take precedence (in order of precedence as listed here) over this Agreement and other documents incorporated by reference. A certificate of insurance conforming to the requirements of the Supplemental and General Conditions shall be submitted prior to the execution of this Agreement.
30. **Payment/Performance Bonds:** Contractor shall furnish to the County a payment bond and a performance bond on forms provided by the County in conformity with Virginia Code §§ 2.2-4337 and 2.2-4339 each payable to the County and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Agreement, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia. The performance and payment bonds shall be amended if necessary, as determined by the County, to reflect changes to the scope of the Work created by Change Orders and any amendments to this Agreement.

COUNTY OF ALBEMARLE, VIRGINIA
SIGNATURE Allison McNally
NAME Allison McNally
TITLE Chief Procurement Officer
DATE 17 July 2021

S.L. WILLIAMSON CO. INC.
SIGNATURE [Signature]
NAME (type/print) BLAIR K. WILLIAMSON
TITLE PRESIDENT
DATE _____

ELECTRONIC TRANSACTION AUTHORIZATION: Contract 2021-069B-IFB-03153 Ivy Rd Sidewalk Improvements

Electronic Transaction Authorization: By signing here, I, BLAIR K. WILLIAMSON (typed/written name), agree that all transactions acts, and notices for S.L. Williamson may be carried out by electronic means, unless the context would not permit a transaction, act, or notice to occur electronically.

BID FORM

DATE: 3/15/21

PROJECT TITLE: IVY ROAD SIDEWALK IMPROVEMENTS
IFB No. 2021-069-IFB-03153

TO: County of Albemarle, Virginia,
Purchasing Office – Room 248
Albemarle County Office Building
401 McIntire Road
Charlottesville, VA 22902

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated February 9, 2021, and the Addenda noted below, as prepared by Kimley-Horn & Associates, Inc., Richmond, Virginia for the consideration of the following amount:

BASE BID ITEM 1 – SIDEWALK AND RELATED IMPROVEMENTS (including the following parts but excluding work in Additive Bid Items):

PART A.

Lump sum price for construction of the sidewalk improvements along Ivy Road (VDOT Project 0250-002-R98, C-501) west of Station 129+80.53 including, but not limited to clearing, grading, storm sewer, underdrain, concrete sidewalk, concrete curb, erosion and sediment control, water line relocation, maintenance of traffic, signage, pavement markings, and all appurtenances in accordance with the Plans and Specifications. Base Bid Item 1 excludes any asphalt milling, buildup, and/or overlay.

PART A = N/A Dollars (\$ N/A)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

PART B. EXCAVATION OF ADDITIONAL UNSUITABLE MATERIAL

Excavation of unsuitable material, where authorized or directed, below or in addition to the levels required for the work in PART A, place geotextile fabric and backfill with compacted material per specifications. Unit price shall include proper disposal off-site of unsuitable material. (Price shall be per cubic yard.) Final amount shall be adjusted upward or downward based on actual quantity authorized. See VDOT 2020 Road and Bridge Specifications Section 303 and attached SPCN for description, materials, procedures, measurement, and payment.

Estimated quantity of 232 cy @ \$ N/A per cy = N/A

PART B = N/A Dollars (\$ N/A)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BF-1 of 8

Bid Form
October 2015

PART C. EXCAVATION OF ROCK MATERIAL

Excavation of ROCK material, where authorized or directed, and proper disposal off-site of excess material, complete per specifications. (Price per cubic yard.) Final amount shall be adjusted upward or downward based on actual quantity authorized. See VDOT 2020 Road and Bridge Specifications Section 303 and attached SPCN for description, materials, procedures, measurement, and payment.

Estimated quantity of (25) cy @ \$ N/A per cy = N/A

PART C = N/A Dollars (\$ N/A)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

PART D. EXCAVATION OF ROCK MATERIAL AT TRENCHES

Excavation of ROCK material, where authorized or directed, proper disposal off-site of excess material and backfill with compacted trench fill material per specifications. (Price per cubic yard.) Final amount shall be adjusted upward or downward based on actual quantity authorized. See VDOT 2020 Road and Bridge Specifications Section 303 and attached SPCN for description, materials, procedures, measurement, and payment

Estimated quantity of 106 cy @ \$ N/A per cy = N/A

PART D = N/A Dollars (\$ N/A)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

TOTAL BASE BID ITEM 1 AMOUNT (For PARTS A, B, C, & D) IS:

N/A Dollars (\$ N/A)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ADDITIVE BID ITEM 1 – SIDEWALK AND RELATED IMPROVEMENTS :

Lump sum price for construction of the sidewalk improvements along Ivy Road (VDOT Project 0250-002-R98, C-501) east of Station 129+80.53 including but not limited to clearing, grading, storm sewer, concrete sidewalk, concrete curb, erosion and sediment control, maintenance of traffic, pedestrian traffic signals, signage, pavement markings, and all appurtenances to provide a complete project in accordance with the Plans and Specifications. Additive Bid Item 1 excludes any asphalt milling, buildup, and/or overlay.

N/A Dollars (\$ N/A)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BASE BID ITEM 2 – PAVEMENT MILL, BUILDUP, OVERLAY, AND RELATED IMPROVEMENTS (including the following parts but excluding work in Additive Bid Items):

Lump sum price for construction of asphalt milling, buildup, and/or overlay along Ivy Road (VDOT Project 0250-002-R98, C-501) including maintenance of traffic to provide a complete project in accordance with the Plans and Specifications.

THREE HUNDRED THREE THOUSAND DOLLARS AND ZERO CENTS Dollars (\$303,000.00)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Bidders may choose to bid on one of both Base Bid Items. The County reserves the right to award multiple contract(s) to multiple contractor(s) or a single contract to a single contractor. Contract award for each Base Bid Item will be based on the TOTAL BASE BID AMOUNTS shown above (including any properly submitted bid modifications) plus any Additive Bid Items as the Owner in its discretion decides to award to the lowest response, responsible bidder(s) whose Bid(s), whether combined or separately, provide the lowest total project cost to the Owner.

The Owner and Engineer will work with the Contractor(s) of the awarded Base Bid Items to establish practical Start and Substantial Completion dates, but the Substantial Completion date shall be on or before June 1, 2022. Contractor(s) will provide a schedule in accordance with General Condition 19 as modified by the Supplemental General Conditions and based on the agreed upon Start and Substantial Completion dates and will maintain progress on the awarded Base Bid Items(s) according to approved schedule. The undersigned understands that time is of the essence and agrees that that Substantial Completion of the awarded Base Bid Items(s) shall occur on the agreed upon date, and Final Completion, as determined by the A/E, shall be achieved within 30 consecutive calendar days after the date of Substantial Completion.

Acknowledgment is made of receipt of the following Addenda:

ADDENDUM #1 - DATED 3/5/21

If notice of acceptance of this bid is given to the undersigned within 60 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form (County of Albemarle Contract Between Owner and Contractor, Form AC-9) within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The undersigned certifies that it does not and will not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

CERTIFICATION OF NO COLLUSION: The undersigned does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is incorporated that:


This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that they are fully authorized to sign the proposal on behalf of the firm listed and to all conditions and provisions thereof. The firm name given below is the true and complete name of the bidder and the bidder is legally qualified and licensed by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No. 2701-001740A

Bidder S.L. WELLSAMSON CO. INC.
(Name of Firm)

Contractor Class A- SPEC. H/H

By 
(Signature)

Valid Until 4/30/2021

ETHAN HENSLEY
(Typed Name)

FEIN/SSN: 54-0491737

Title PROJECT MANAGER

If Partnership (List Partner's Names)

If Corporation, affix Corporate Seal & list
State of Incorporation
State: _____
(Affix Seal)

Business Address:

1230 RIVER ROAD
CHARLOTTESVILLE, VA 22901

Telephone No.: 434-295-6137

Fax No.: 434-977-7852

Email: ETHAN@SLWELLSAMSON.COM

CHANGE ORDER PRICES**Base Bid Item 1**

Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans and accompanying bid documents. The Lump Sum price provided by the bidder includes all material quantities required to perform the Base Bid Item 1 of the project. With the exception of Part B, Part C, and Part D in the Bid Form, material quantities will not be tracked and used as justification for payment during construction. Items include in Part B, Part C, and Part D of the Bid Form are intended to represent conditions expected to be encountered in the project. The quantities will be tracked, and the Owner will pay extra for or be provided a credit for the over-runs or under-runs of these items at the unit prices quoted herein.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these quantities are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order as defined in Section 38. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract and will be utilized as defined in Section 38(a)(2).

Albemarle County reserves the right to reject an individual unit price included herein prior to award of the contract. Items listed below may or may not be on the bid plans. Unit prices shall be provided for each item, except those clearly labeled as not applicable (N/A). If a change order is required during construction that utilizes an item denoted as N/A or a unit price that is otherwise rejected, the price for that work will be determined based on Section 38. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form.

<u>Line No.</u>	<u>VDOT Spec No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
1-1	513	MOBILIZATION	LS	N/A
1-2	517	CONSTRUCTION SURVEYING (CONSTRUCTION)	LS	N/A
1-3	301	CLEARING AND GRUBBING	LS	N/A
1-4	308	AGGR. BASE MATL. TY. I NO. 21B	TON	\$ N/A
1-5	303	MINOR STRUCTURE EXCAV. PIPE CULVERT	CY	\$ N/A
1-6	506	RETAINING WALL EXCAVATION	CY	\$ N/A
1-7	305	GEOTEXTILE SUBGRADE STAB.	SY	\$ N/A
1-8	ATTD	BEDDING MATL. AGGR. NO. 57	TON	\$ N/A
1-9	ATTD	CONSTRUCTION RECORD DOCUMENTS	LS	N/A
1-10	501	UNDERDRAIN UD-4	LF	\$ N/A
1-11	501	OUTLET PIPE	LF	\$ N/A
1-12	302	15" CONC. PIPE	LF	\$ N/A
1-13	302	18" CONC. PIPE	LF	\$ N/A
1-14	302	24" CONC. PIPE	LF	\$ N/A
1-15	302	30" CONC. PIPE	LF	\$ N/A
1-16	302	36" CONC. PIPE	LF	\$ N/A
1-17	302	48" CONC. PIPE	LF	\$ N/A

Ivy Sidewalk Improvements

1-18	302	DROP INLET DI-3B, L=8'	EA	\$	N/A
1-19	302	DROP INLET DI-3B, L=14'	EA	\$	N/A
1-20	302	DROP INLET DI-3B, L=16'	EA	\$	N/A
1-21	302	DROP INLET DI-4B, L=16'	EA	\$	N/A
1-22	ATTD	DETENTION STRUCTURE (NS MOD. DI-4E, L=18')	EA	\$	N/A
1-23	ATTD	DETENTION STRUCTURE (NS MOD. DI-4E, L=16')	EA	\$	N/A
1-24	302	DROP INLET DI-4EE, L=16'	EA	\$	N/A
1-25	302	DROP INLET DI-7	EA	\$	N/A
1-26	302	MANHOLE MH-1 OR 2	LF	\$	N/A
1-27	302	MANHOLE MH-2	LF	\$	N/A
1-28	302	FRAME & COVER MH-1	EA	\$	N/A
1-29	308	AGGR. BASE MATL. TY. I NO. 21B	TON	\$	N/A
1-30	315	NS SAW-CUT ASPH CONC	LF	\$	N/A
1-31	315	ASPH CONC. TY. SM-9.5A	TON	\$	N/A
1-32	315	ASPH. CONC. TY. BM-25.0A	TON	\$	N/A
1-33	506	RETAINING WALL RW-3	CY	\$	N/A
1-34	401	POROUS BACKFILL	CY	\$	N/A
1-35	502	STD. CURB CG-2	LF	\$	N/A
1-36	502	RADIAL CURB CG-2	LF	\$	N/A
1-37	502	STD. COMB. CURB & GUTTER CG-6	LF	\$	N/A
1-38	502	RAD. COMB. CURB & GUTTER CG-6	LF	\$	N/A
1-39	504	CG-12 DETECTABLE WARNING SURFACE	SY	\$	N/A
1-40	504	HYDR. CEMENT CONC. SIDEWALK 4"	SY	\$	N/A
1-41	508	DEMO. OF PAVEMENT FLEXIBLE	SY	\$	N/A
1-42	520	1" WATER SERVICE LINE	LF	\$	N/A
1-43	520	2" WATER SERVICE LINE	LF	\$	N/A
1-44	520	4" DI WATER MAIN	LF	\$	N/A
1-45	520	6" DI WATER MAIN	LF	\$	N/A
1-46	520	8" DI WATER MAIN	LF	\$	N/A
1-47	520	4" GATE VALVE & BOX	EA	\$	N/A

1-48	520	6" GATE VALVE & BOX	EA	\$	N/A
1-49	520	8" GATE VALVE & BOX	EA	\$	N/A
1-50	520	ADJUST EXIST. VALVE BOX	EA	\$	N/A
1-51	520	10"x 8" TAPPING SLEEVE VALVE & BOX	EA	\$	N/A
1-52	520	8"x 6" TAPPING SLEEVE VALVE & BOX	EA	\$	N/A
1-53	520	FIRE HYDRANT	EA	\$	N/A
1-54	520	5/8" WATER METER & BOX	EA	\$	N/A
1-55	520	1" WATER METER & BOX	EA	\$	N/A
1-56	520	ADJUST EXIST. WATER METER BOX	EA	\$	N/A
1-57	520	1.5" WATER METER & VAULT	EA	\$	N/A
1-58	520	ADJUST EXIST. FRAME & COVER	EA	\$	N/A
1-59	520	1" AIR RELEASE VALVE & BOX	EA	\$	N/A
1-60	509	FLOWABLE BACKFILL UTILITY	CY	\$	N/A
1-61	700	CONC. SIGN FOUNDATION STP-1, TYPE A	EA	\$	N/A
1-62	700	CONC. SIGN FOUNDATION STP-1, TYPE B	EA	\$	N/A
1-63	700	SIGN POST STP-1, 2", 14 GAGE	LF	\$	N/A
1-64	700	SIGN POST STP-1, 2 1/2", 10 GAGE	LF	\$	N/A
1-65	700	SIGN POST STP-1, 2 1/2", 12 GAGE	LF	\$	N/A
1-66	701	SIGN PANEL	SF	\$	N/A
1-67	510	REMOVE EXIST. 1 POST SIGN STRUCT.	EA	\$	N/A
1-68	704	TYPE B CLASS I PVMT LINE MRKG 4"	LF	\$	N/A
1-69	704	TYPE B CLASS I PVMT LINE MRKG 6"	LF	\$	N/A
1-70	704	TYPE B CLASS I PVMT LINE MRKG 8"	LF	\$	N/A
1-71	704	TYPE B CLASS I PAVE. LINE MARKING 24"	LF	\$	N/A
1-72	ATTD	INLAID PAVEMENT MARKER ASPHALT	EA	\$	N/A
1-73	704	PVMT SYMB MRKG BICYCLIST THRU ARROW TY B, CL I	EA	\$	N/A
1-74	704	PVMT SYMB MRKG HELMETED BICYCLIST TY B, CL I	EA	\$	N/A
1-75	704	PVMT SYMB MRKG SGL TURN ARROW TY B, CL I	EA	\$	N/A
1-76	511	ALLAYING DUST	HR	\$	N/A
1-77	512	TEMPORARY (CONSTRUCTION) SIGN	SF	\$	N/A

1-78	512	GROUP 2 CHANNELIZING DEVICES	DAY	\$	N/A
1-79	ATTD	NS UNIFORMED FLAGGER	HR	\$	N/A
1-80	512	FLAGGER SERVICE	HR	\$	N/A
1-81	512	ERADICATION OF EXIST. LINEAR PVMT MARKING	LF	\$	N/A
1-82	512	ERADICATION OF EXIST. NONLINEAR PVMT MRKG	EA	\$	N/A
1-83	512	TEMP. PVMT MRKG, TY. A, 4"	LF	\$	N/A
1-84	512	TEMP. PVMT MRKG, TY. A, 8"	LF	\$	N/A
1-85	512	TEMP. PVMT MRKG, TY. A, 24"	LF	\$	N/A
1-86	512	TEMP. PVMT SYMBOL MRKG SINGLE TURN ARROW, TY. A	EA	\$	N/A
1-87	512	TEMP. PAVE. MARKER 2 WAY	EA	\$	N/A
1-88	700	PEDESTRIAN ACTUATION PA-2	EA	\$	N/A
1-89	700	PEDESTAL POLE, PF-2 10'	EA	\$	N/A
1-90	700	PEDESTAL POLE, PF-2 12'	EA	\$	N/A
1-91	700	CONC. FOUNDATION PF-2	EA	\$	N/A
1-92	700	14/4 CONDUCTOR CABLE	LF	\$	N/A
1-93	700	14/1 ENCLOSED COND. CABLE	LF	\$	N/A
1-94	700	14/7 CONDUCTOR CABLE	LF	\$	N/A
1-95	700	14/2 CONDUCTOR CABLE SHIELDED	LF	\$	N/A
1-96	700	HANGER ASSEMBLY SMB-1, ONE WAY	EA	\$	N/A
1-97	700	HANGER ASSM. SMB-3, ONE WAY	EA	\$	N/A
1-98	700	INSTALL SIGN	EA	\$	N/A
1-99	700	PEDESTRIAN SIGNAL HEAD SP-8	EA	\$	N/A
1-100	700	CONDUCTOR CABLE, NO. 8 EGC	LF	\$	N/A
1-101	700	2" PVC CONDUIT	LF	\$	N/A
1-102	700	BORED CONDUIT 2"	LF	\$	N/A
1-103	703	LOOP SAW CUT 3/8"	LF	\$	N/A
1-104	700	JUNCTION BOX JB-S2	EA	\$	N/A
1-105	703	TRAF. SIG. HEAD SEC 12" LED	EA	\$	N/A
1-106	701	SIGN PANEL	SF	\$	N/A
1-107	700	TRENCH EXCAVATION ECI-1	LF	\$	N/A

Ivy Sidewalk Improvements

1-108	516	NS CLEARING OF PARCEL NO. 01	LS	<u>N/A</u>
1-109	516	NS CLEARING OF PARCEL NO. 02	LS	<u>N/A</u>
1-110	516	NS CLEARING OF PARCEL NO. 03	LS	<u>N/A</u>
1-111	516	NS CLEARING OF PARCEL NO. 04	LS	<u>N/A</u>
1-112	602	TOPSOIL CLASS A 2"	ACRE	\$ <u>N/A</u>
1-113	602	REGULAR SEED	LB	\$ <u>N/A</u>
1-114	603	OVERSEEDING	LB	\$ <u>N/A</u>
1-115	603	TEMPORARY SEED	LB	\$ <u>N/A</u>
1-116	603	FERTILIZER NITROGEN - N	LB	\$ <u>N/A</u>
1-117	603	FERTILIZER PHOSPHOROUS - P	LB	\$ <u>N/A</u>
1-118	303	FERTILIZER POTASSIUM - K	LB	\$ <u>N/A</u>
1-119	606	LIME	TON	\$ <u>N/A</u>
1-120	303	EROSION CONTROL MULCH	SY	\$ <u>N/A</u>
1-121	606	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 4	SY	\$ <u>N/A</u>
1-122	606	ROLLED EROSION CTRL PRODUCT EC-3 TYPE 3	SY	\$ <u>N/A</u>
1-123	303	INLET PROTECTION, TYPE A	EA	\$ <u>N/A</u>
1-124	303	INLET PROTECTION, TYPE B	EA	\$ <u>N/A</u>
1-125	303	TEMP. SILT FENCE TYPE A	LF	\$ <u>N/A</u>
1-126	303	CHECK DAM, ROCK TY. I	EA	\$ <u>N/A</u>
1-127	303	SILTATION CONTROL EXCAVATION	CY	\$ <u>N/A</u>

Base Bid Item 2

Bids shall be LUMP SUM and shall include ALL WORK necessary to complete the project to the full intent of the plans and accompanying bid documents. The Lump Sum price provided by the bidder includes all material quantities required to perform the Base Bid Item 2 of the project. Material quantities will not be tracked and used as justification for payment during construction.

In the event that a Change Order becomes necessary during the life of the project, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of the unit prices quoted herein; these quantities are not to be used for routine over-runs or under-runs, unless the change is so significant as to justify a Change Order as defined in Section 38. Prices shall include all overhead, profit, labor, materials, equipment and incidental work and shall be the sum total compensation payable or creditable for such items of work in place. These unit prices shall be good for the duration of the contract and will be utilized as defined in Section 38(a)(2).

Albemarle County reserves the right to reject an individual unit price included herein prior to award of the contract. Items listed below may or may not be on the bid plans. Unit prices shall be provided for each item, except those clearly labeled as not applicable (N/A). If a change order is required during construction that utilizes an item denoted as N/A or a unit price that is otherwise rejected, the price for that work will be determined based on Section 38. Bids may be deemed unresponsive if a unit price is not provided for every item listed on the bid form.

<u>Line No.</u>	<u>VDOT Spec No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
2-1	513	MOBILIZATION	LS	N/A
2-2	515	FLEXIBLE PAVE. PLANING 0"-2"	SY	\$ 3.75
2-3	515	FLX. PAV. TIE-IN PLANING 0"-2"	SY	\$ 5.50
2-4	315	NS SAW-CUT ASPH CONC	LF	\$ 3.00
2-5	315	ASPH CONC. TY. SM-9.5A	TON	\$ 82.00
2-6	315	ASPH. CONC. TY. BM-25.0A	TON	\$ 84.00
2-7	512	TEMPORARY (CONSTRUCTION) SIGN	SF	\$ 25.00
2-8	512	GROUP 2 CHANNELIZING DEVICES	DAY	\$ 2.00
2-9	512	FLAGGER SERVICE	HR	\$ 25.00

wh4
6/17/21

COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL BIDDERS)

PROJECT NO. 0250-002-R98,C-501 CONTRACT I.D. NO. UPC 105806
FHWA NO. _____ DATE SUBMITTED 3/15/21

All bidders, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested in this form within ten (10) **business** days after the opening of bids.

The bidder certifies this form accurately represents its solicitation and utilization or non-utilization, as indicated, of the firms listed below for performance of work on this contract. The bidder also certifies he/she has had direct contact with the named firms regarding participation on this project.

BIDDER S.L. WILLIAMSON COMPANY, INC. SIGNATURE 

TITLE PROJECT MANAGER

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONTRACTOR/SUPPLIER	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)
5026	SLURRY PAVERS, INC.	804-264-0707	Non-DBE	Y

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

BIDDER MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

From: Ethan Hensley <ethan@slwilliamson.com>
Date: Wednesday, November 2, 2022 at 12:31 PM
To: Walter Harris <wharris@albemarle.org>
Cc: Oliver, Jonathan <Jonathan.Oliver@kimley-horn.com>
Subject: Re: Ivy Road Sidewalk Improvements Project (UPC 105806) - Increased Costs

Walter,

I have attached the workup for adjustments (fuel/asphalt and tack) based on VDOT specifications, as well as various letters from Luck Stone relaying cost increases on material and trucking of that material.

Breakdown for increased costs below:

- Fuel/Asphalt/Tack Adjustment - \$77,420.24
- Increase in cost of Labor - \$7,125.80
 - Original budget for the project was approx. \$86,900.00 – using the CPI-U index through September 2022 to get an 8.2% increase over the previous year.
- Increase in Aggregates – \$6,356.38
- Total – Approx. \$91k

Please let me know if I can provide further information, this does not capture all of the cost increases on our end but obviously this is the bulk of it.

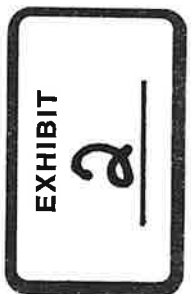
Thanks,

Ethan Hensley
Project Manager

S.L. WILLIAMSON
COMPANY, INC.
UTILITY PAVING AND ROAD CONSTRUCTION, LLC

1230 River Road
Charlottesville, VA 22901
Phone: 434-295-6137
Fax: 434-977-7852
Cell: 434-981-3484
Ethan@slwilliamson.com
www.slwilliamson.com

Check out our high performance cold mix patch
Material! www.aquaphalt.com



IVY ROAD SIDEWALK IMPROVEMENTS

Estimate	PROJECT	ITEM	ASPHALT INDEX	MONTH	MONTHLY	DIFFERENCE	PLACED IN MONTH	AC %	TONS AC	\$ AMT
	Ivy Road Sidewalk Improvements	SM-9.5A	440.50	22-Nov	678.75	238.25	1,087.00	6.00%	65.22	\$15,538.67
		BM-25.0A	440.50	22-Nov	678.75	238.25	2,484.00	5.20%	129.17	\$30,774.28
								MONTHLY	TOTAL	\$46,312.94

Estimate	PROJECT	ITEM	BID DATE FUEL INDEX (GAL)	MONTH	MONTHLY INDEX (GAL)	DIFFERENCE	UNITS PLACED IN MONTH	FUEL FACTOR	CALC FUEL	\$ AMT
Ivy Road Sidewalk Improvements	Asphalt (SM & BM)	2.60	22-Nov	4.84	2.24	3,571.00	3.50	12,498.50	\$27,996.64	
	Tack Coat	2.60	22-Nov	4.84	2.24	2,078.00	0.016	33.25	\$74.48	
	Flexible Pavement Planing 0"-2"	2.60	22-Nov	4.84	2.24	10,390.00	0.071	737.69	\$1,652.43	
							MONTHLY	TOTAL	\$29,723.54	

Estimate	PROJECT	GAL	Residual PCT	Liquid Factor	Application Rate	Adjusted Qty	Bid Price	Current Price	Price Difference	Asphalt Adj.
	Ivy Road Sidewalk Improvements	2,078.00	65	0.0043%	0.00	5.80801	\$ 440.50	\$678.75	\$238.25	\$1,383.76
								MONTHLY	TOTAL	\$1,383.76

Subject: Luck Stone - 2022 Mid-Year Price Increase

Date: Monday, May 2, 2022 at 10:10:24 AM Eastern Daylight Time

From: Luck Stone

To: Ethan Hensley

Dear Valued Customer,

Thank you for your continued partnership and the trust you place in Luck Stone. As we look ahead to the remainder of the year, we are optimistic about construction demand and are working diligently to ensure a consistent supply of our products and services.

Ongoing inflationary pressures continue to impact us all. The current environment has prompted us to evaluate pricing for the remainder of 2022.

Effective immediately, we will increase pricing by 6%-10%. Exact prices will reflect regional product and inflation considerations. These changes will not affect any current purchase orders or unexpired quoted work.

As we work together to navigate the uncertainty of historically high inflation, we will continue to evaluate and communicate pricing on a semi-annual basis.

Please contact your account manager with any questions regarding this update.

Thank you for your business and continued partnership.

Luck Stone Regional Sales Managers,

Harry Bryant

Central South Region
(804) 641-8855
hbryant@luckstone.com

Allen Beasley

Central Region
434.531.7366
abeasley@luckstone.com

Thomas Quinton

Eastern Region
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Trevor McLouth

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Abe Ismael

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Hugh Stevens

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540.905.0671
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Jimmy Rodgers
Luck Ecosystems
(540) 295-5307
jrogers@luckecosystems.com

Luck Stone | 515 Stone Mill Drive, Manakin Sabot, VA 23103

[Unsubscribe ethan@slwilliamson.com](#)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by sales@luckstone.com in collaboration with

Try email marketing for free today!

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Subject: Luck Stone - Fuel Surcharge Notice

Date: Monday, March 14, 2022 at 9:05:16 AM Eastern Daylight Time

From: Luck Stone

To: Ethan Hensley

Dear Valued Customer,

We would like to express our gratitude for your continued partnership and the trust you place in Luck Stone.

We are all currently experiencing the highest fuel rates in US history. As a result, we have been prompted to make changes that ensure we maintain the partnership, service and simplicity you expect from us.

Effective March 16, 2022 Luck Stone will implement a fuel surcharge on all delivered materials. Fuel rates will be reviewed at the beginning of each billing cycle (1st and 16th of the month) and surcharges will appear on invoices as a separate line item. The fuel surcharge is applied to the haul rate only and goes directly to haulers.

How will fuel surcharges be calculated?

The fuel surcharge will be variable and determined based on the U.S. Energy Information Administration's (EIA) Diesel Fuel Index for the East Coast, Lower Atlantic (PADD 1C). Please visit www.eia.gov/petroleum/gasdiesel/ for weekly EIA updates.

Fuel surcharges will be determined by the table below:

- 0.75% of the haul rate for each \$0.10 increase in fuel price over \$4.00 per gallon.
- Example: A 22-ton truck with a \$4.50 per ton haul rate = \$99 (total hauling \$)
At \$5.00 per gallon, and 8.25% Fuel Surcharge, or \$8.17 for the load, will be added.

--	--

Fuel Rate	Fuel Surcharge
\$4.00-4.09	0.75%
\$4.10-4.19	1.50%
\$4.20-4.29	2.25%
\$4.30-4.39	3.00%
\$4.40-4.49	3.75%
\$4.50-4.59	4.50%
\$4.60-4.69	5.25%
\$4.70-4.79	6.00%
\$4.80-4.89	6.75%
\$4.90-4.99	7.50%
\$5.00-5.09	8.25%
\$5.10-5.19	9.00%
\$5.20-5.29	9.75%
\$5.30-5.39	10.50%
\$5.40-5.49	11.25%
\$5.50-5.59	12.00%
\$5.60-5.69	12.75%
\$5.70-5.79	13.50%
\$5.80-5.89	14.25%
\$5.90-5.99	15.0%

Please contact your account manager with any questions you may have regarding this update.

With appreciation for your business, feedback and continued partnership,

Luck Stone Regional Sales Managers

Harry Bryant

Central South Region
(804) 641-8855
hbryant@luckstone.com

Thomas Quinton

Eastern Region
(804) 240-9262
tquinton@luckstone.com

Abe Ismael

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Trevor McLouth
Southeast Region
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Hugh Stevens
Northern Region
540.905.0671
hstevens@luckstone.com

Jimmy Rodgers
Luck Ecosystems
(540) 295-5307
jroddgers@luckecosystems.com

Luck Stone 1 515 Stone Mill Drive Manakin Sabot VA 23103

Se

with



Subject: 2021 Mid-Year Price Increase

Date: Tuesday, June 22, 2021 at 8:39:00 AM Eastern Daylight Time

From: Luck Stone Sales

To: Ethan Hensley

Dear Valued Customer,

As we approach the midpoint of 2021, we would like to express our gratitude for your business and support for our partnership. As we plan for the remainder of the year, we are optimistic about the positive economic conditions in the aggregates industry and elevated demand for Luck Stone's products and services. To better serve the demands of our markets, we continue to invest in our operations by attracting and developing our people, increasing capacity, enhancing product quality, and growing our land reserves. These investments, on top of the unprecedented inflationary pressures have prompted us to revisit our pricing for 2021.

Effective immediately we will be increasing prices by 5-10%; exact increases will reflect regional product availability. The mid-year increases will not affect any current purchase orders or unexpired quoted work.

Please contact your account manager with any questions regarding this communication and to confirm product availability.

With appreciation for your business and continued partnership,

Luck Stone Regional Sales Managers

Harry Bryant

Central Region Sales Manager
(804) 641-8855
hbryant@luckstone.com

Rick Rowland

Eastern Region Sales Manager
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rrowland@luckstone.com

Jimmy Rodgers

Luck Ecosystems Sales Manager
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jrogers@luckecosystems.com

Abe Ismael

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Trevor McLouth

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Allen Beasley

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Hugh Stevens

Northern Region Sales Manager
(540) 905-0671
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FOLLOW US

515 Stone Mill Drive, Manakin-Sabot, Virginia, 23103
[Unsubscribe](#)



COUNTY OF ALBEMARLE
Facilities & Environmental Services
Environmental Services Division
401 McIntire Road, 4th Floor
Charlottesville, Virginia 22902-4579

Phone (434) 872-4501

Fax (434) 293-0294

January 20, 2023

S. L. Williamson, Inc.
1230 River Rd
Charlottesville, VA 22901

RE: *Contract #2021-069A-IFB-03153, Ivy Road Sidewalk Improvements*

Mr. Junior Eppard,

S.L. Williamson, Inc ("SLW") is currently under contract with the County of Albemarle ("Owner") to perform asphalt pavement improvements along Ivy Road, from Stillfried Lane to Old Ivy Road. The project is generally described as approximately 1,800 feet of flexible pavement planing, asphalt build-up/overlay, and final surface asphalt paving in support of the sidewalk, curb and gutter, and other improvements by a separate contractor. Reference is made to the letter dated December 30, 2022, from Michael Stumbaugh with Albemarle County Facilities & Environmental Services in regard to deficiencies in the work along Ivy Road and the County's rejection of S.L. Williamson's request for Substantial Completion. In this referenced letter, the County stated a number of deficiencies and concerns with the work that required corrective action and due diligence by S.L. Williamson to further quantify the amount and scope of corrective work. This list of items as provided previously to S.L. Williamson are as follows:

- Portions of the project on the eastern and western ends of the project do not appear to be milled (Flexible Pavement Planing) to the limits depicted on the current drawings as issued to SLW.
- Several utilities located near the Ivy Road and Old Ivy Road intersection do not appear to have been paved and/or milled to the elevation shown in the plans as adjusted by the County's other contractor.
- Entrances do not appear to have been profile milled or paved to the elevations and profiles shown in the plans creating drainage issues.
- Visual inspection of the roadway show signs that the cross slopes and elevations may not be milled and paved to those elevations and cross slopes depicted on the plans.
- In accordance with the Construction Contract General Conditions of the Contract Section 16 'Inspection', SLW shall conduct the following tests under the inspection of the County's inspection consultant prior to providing a CAP:



- Provide appropriate maintenance of traffic in accordance with the current edition of the VWAPM such that SLW testing staff and the County inspection consultant conduct 10' straight edge tests and/or 'smart level' tests on SLW's paving at areas of concern to be identified by the County's inspection consultant.
- Pending results of the inspection described above, the Owner may direct SLW to provide an as-built survey on the Work performed by SLW including spot shots at the +00, +25, +50, and +75 stations within the project limits (including entrances). The as-built survey shall include shots on the left edge of the paved shoulder, left edge of pavement, centerline/crown, and right edge of curb/gutter pan. The survey shall be provided in a sealed PDF and in AutoCAD .dwg.

As the County and our consultants have conducted further due diligence into these items, other concerns not explicitly identified in the above have come to the County's attention. These items (some of which may supersede requests for due diligence from the December 30, 2022 letter) are as follows:

1. Attached is a field sketch depicting the approximate limits of Ivy Road and its connections that were Flexible Pavement Planed 0 to 2" by S.L. Williamson. The County notes that the Contract Documents required Flexible Pavement Planing of 0 to 2" across the entire limits denoted for mill/overlay/build-up. Per the attached sketches, the Flexible Pavement Planing of 0 to 2" limits do not conform to the Contract Documents and the limits were not approved by the Engineer or the County. (VDOT Road and Bridge Specifications Section 105.11 - Conformity with Plans and Specifications).
2. Also attached are a series of photographs of S.L. Williamson's work along Ivy Road and its connections. These photographs document the issue identified in one (1) above, and these photos also show that existing thermoplastic markings on the existing surface were not eradicated prior to the placement of asphalt overlay. (VDOT Road and Bridge Specifications Section 315.05(c)).

Based on the findings detailed in (1) and (2) above, the County finds the placement of surface and intermediate asphalt along Ivy Road not in conformance with the Contract Documents. This finding means that the County is no longer requiring S.L. Williamson to conduct the due diligence consisting of the 10' straight edge inspection and cross slope verification requested in the December 30, 2022 letter. S.L. Williamson may elect to conduct these investigations to assist in the preparation of a Corrective Action Plan (or CAP), but the Owner will not participate in the costs regardless of the findings. The CAP shall provide details for how the pavement will be corrected such that the project can be reviewed again for Substantial Completion. The CAP shall also provide a detailed milling and paving plan including a narrative and sketches for how SLW plans to correct the defective and rejected work. This will include details on joint locations, asphalt paving pulls direction, elevation/cross slope control, etc. SLW shall submit the CAP no later than two weeks following the date on this letter. The Owner's Team will then review and potentially discuss the CAP with SLW prior to authorizing any corrective work. Considering that the corrective work will be subject to temperature requirements unlikely to be available over the winter, the Owner directs SLW to temporarily cease work on the project until the weather will allow for the yet-to-be-approved CAP to be implemented by SLW. Typically, the asphalt paving calendar allows for no asphalt paving again until March 15, 2023. The Owner will work with SLW to establish a schedule for the yet-to-be-approved corrective work. When paving operations can begin again in the Spring of 2023, and upon written notification by the Owner, the Owner may begin withholding liquidated damages from SLW until the CAP is implemented and the project is substantially complete. SLW is also advised that they will continue to be responsible for the maintenance of the Work, except for snow plowing and removal in accordance with the Specifications.

Sincerely,

Walter Harris IV

Senior Project Manager

Facilities Planning and Construction

[Albemarle County](#)

wharris@albemarle.org

cell 540-718-0780

Building to Serve the Community

10/27/2020 c:\documents\pw_world\pw\cov_nepan\compbel\dn02084\id1058060038.dgn

PROJECT MANAGER: J. KELSEY, 1/24/2020
 SURVEYED BY: H&B SURVEYING AND MAPPING, LLC
 DESIGN SUPERVISED BY: BRIAN MCPEETERS, P.E., HUNLEY-HORN
 DESIGNED BY: HUNLEY-HORN & ASSOCIATES, INC.
 SUBSURFACE UTILITIES BY: INTERMAP CORPORATION

NOTES:

- 1) CONTRACTOR SHALL RELOCATE ALL MAILBOXES ALONG MY ROAD PER VDOT STANDARDS.
- 2) CONTRACTOR SHALL COORDINATE WITH DOMINION ENERGY TO STABILIZE POLE NEAR STRUCTURE 3-3 DURING CONSTRUCTION OF DRAINAGE STRUCTURE. CONTRACTOR SHALL GIVE DOMINION AT LEAST TWO WEEKS NOTICE.
- 3) CONTRACTOR SHALL USE CAUTION WHEN CONSTRUCTING CURB RAMPS AND ENTRANCE BETWEEN STATIONS 120+75 AND 121+50. CONTRACTOR SHALL TEST PIT AND VERIFY LOCATION AND DEPTH OF EXISTING GAS LINE IN ORDER TO AVOID IMPACTS.
- 4) CONTRACTOR SHALL COORDINATE THE MY ROAD SIDEWALK IMPROVEMENTS (BETWEEN STATIONS 120+80 AND 124+20) WITH THE ENTRANCE AND SITE IMPROVEMENTS BEING CONSTRUCTED AT 2246-2248 MY ROAD (PARCEL 003). REFER TO THE PLANS FOR THE "BEAVER CREEK - MEDICAL OFFICE BUILDING LETTER OF REVISION TO FINAL SITE PLAN SDP201900072" DATED 11/18/2020 INCLUDED BY REFERENCE IN THE INVITATION FOR BIDS.

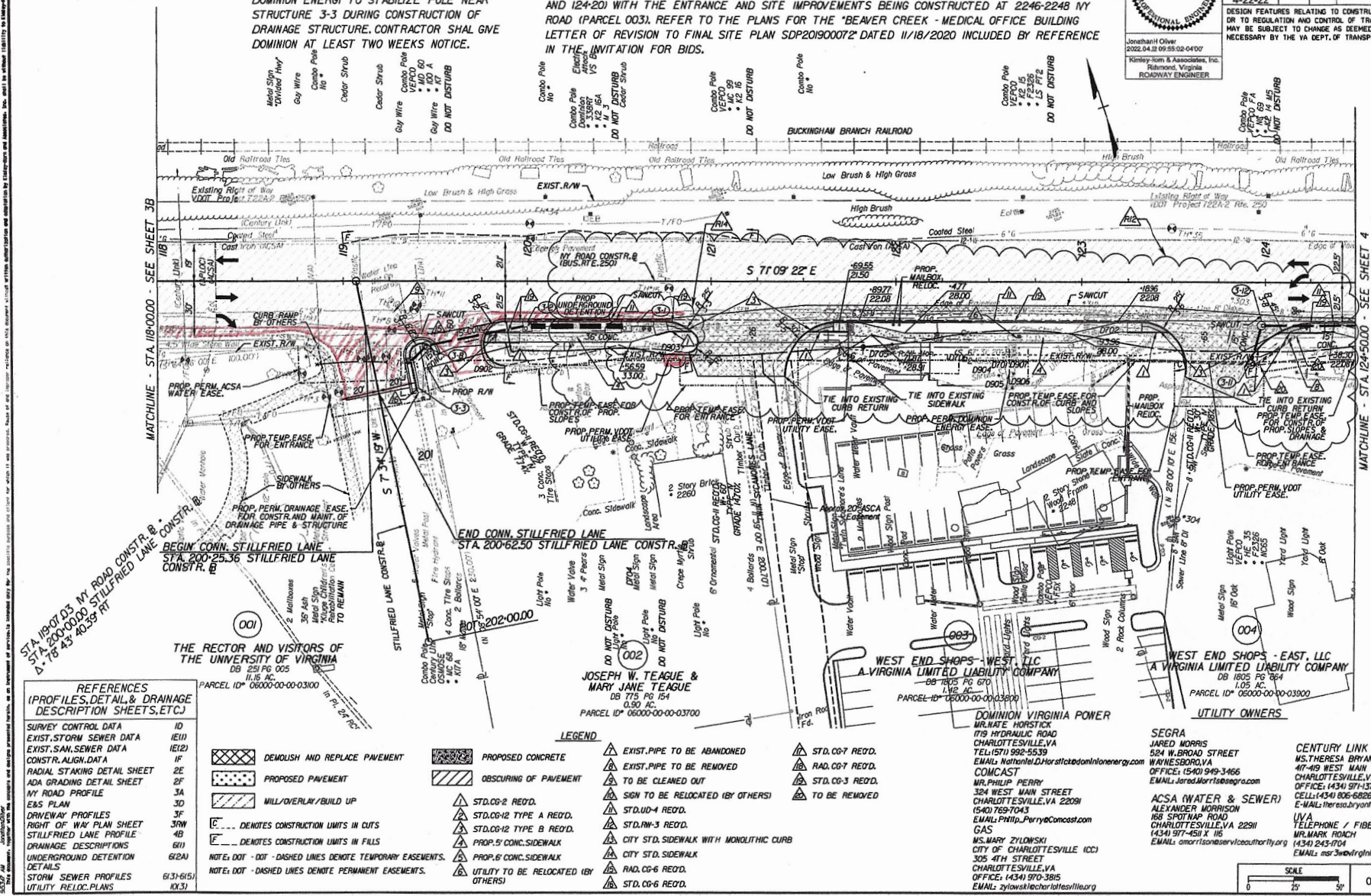
COMMUNICATIONS OF VIRGINIA
 JONATHAN N. OLIVER
 Lic. No. 653976
 ROADWAY ENGINEER

Jonathan N. Oliver
 2002.04.18 09:55:02-04:00
 Kimley-Horn & Associates, Inc.
 Richmond, Virginia
 ROADWAY ENGINEER

REVISION	DATE	STATE	ROUTE	PROJECT	SHEET NO.
08-08-18	12-21-18	VA	250 BUS	0250-002-R98	3
10-18-19	07-17-20			RW-201 C-501	
12-22-21	4-22-21				

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE VA DEPT. OF TRANSPORTATION

COMMUNICATIONS OF VIRGINIA
 JONATHAN N. OLIVER
 2002.04.18 09:55:18-04:00
 Kimley-Horn & Associates, Inc.
 Richmond, Virginia
 HYDRAULIC ENGINEER



REFERENCES
 (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

1D	SURVEY CONTROL DATA
1E12	EXIST. STORM SEWER DATA
1F	CONSTR. ALIGN. DATA
2E	RADIAL STAKING DETAIL SHEET
3A	AD GRADING DETAIL SHEET
3B	MY ROAD PROFILE
3C	EKS PLAN
3F	DRIVEWAY PROFILES
3W	RIGHT OF WAY PLAN SHEET
4B	STILLFRIED LANE PROFILE
6B1	DRAINAGE DESCRIPTIONS
6B2A	UNDERGROUND DETENTION DETAILS
6(3/1-6(5)	STORM SEWER PROFILES
10(3)	UTILITY RELOC. PLANS

- LEGEND**
- DEMOLISH AND REPLACE PAVEMENT
 - PROPOSED PAVEMENT
 - MILL/OVERLAY/BUILD UP
 - DEMOLISH AND REPLACE CONCRETE
 - PROPOSED CONCRETE
 - OBSCURING OF PAVEMENT
 - STD. CG-2 RECD.
 - STD. CG-12 TYPE A RECD.
 - STD. CG-12 TYPE B RECD.
 - PROP. 5' CONC. SIDEWALK
 - PROP. 6' CONC. SIDEWALK
 - UTILITY TO BE RELOCATED (BY OTHERS)
 - EXIST. PIPE TO BE ABANDONED
 - EXIST. PIPE TO BE REMOVED
 - TO BE CLEANED OUT
 - SIGN TO BE RELOCATED (BY OTHERS)
 - STD. CG-4 RECD.
 - STD. CG-3 RECD.
 - CITY STD. SIDEWALK WITH MONOLITHIC CURB
 - CITY STD. SIDEWALK
 - RAD. CG-6 RECD.
 - STD. CG-6 RECD.
 - STD. CG-7 RECD.
 - TO BE REMOVED

NOTES: DOT - DASHED LINES DENOTE TEMPORARY EASEMENTS.
 NOTES: DOT - DASHED LINES DENOTE PERMANENT EASEMENTS.

SCALE	PROJECT	SHEET NO.
0 25 50'	0250-002-R98	3

STA 124+5000 - SEE SHEET 4
 milled

PROJECT MANAGER J. KEISEY (434) 872-4950
 SURVEYED BY H&B SURVEYING AND MAPPING, LLC
 DESIGN SUPERVISED BY BRIAN HOPKINS, P.E. (KIMLEY-HORN)
 DESIGNED BY KIMLEY-HORN & ASSOCIATES, INC.
 SUBSURFACE UTILITIES BY INFRAMAP CORPORATION

JONATHAN N. OLIVER
 No. 053976
 PROFESSIONAL ENGINEER

BRIAN A. HOPKINS
 No. 041405
 PROFESSIONAL ENGINEER

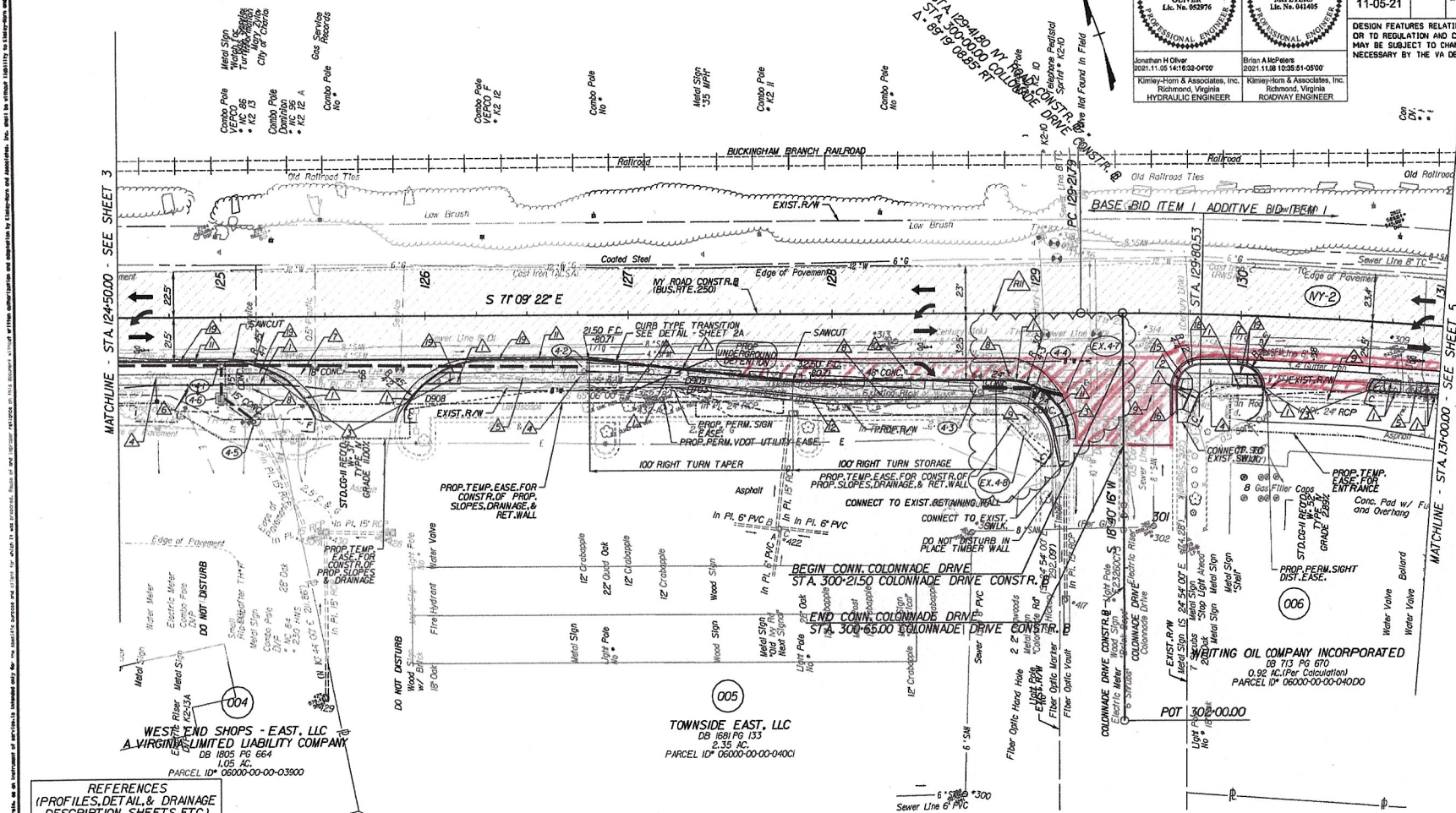
Jonathan N. Oliver
 2021.11.05 141023-0459
 Kimley-Horn & Associates, Inc.
 Richmond, Virginia
 HYDRAULIC ENGINEER

Brian A. Hopkins
 2021.11.08 1028-51-0597
 Kimley-Horn & Associates, Inc.
 Richmond, Virginia
 ROADWAY ENGINEER

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
08-08-18 10-16-18 12-21-18 02-05-21 11-05-21	VA.	250 BUS.	0250-002-R98 RW-201 C-501	4

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE VA DEPT. OF TRANSPORTATION

Curve NY-2
 PI = 133.5124
 DELTA = 91.32 44.84 (RT)
 D = 2 32' 23"
 T = 429.25'
 L = 848.37'
 R = 2,256.02'
 PC = 129.2179
 PT = 137.7015
 V = 35 MPH
 e = MATCH EXIST. S.E.



m.11ed

REFERENCES (PROFILES, DETAIL, & DRAINAGE DESCRIPTION SHEETS, ETC.)

SURVEY CONTROL DATA	ID
EXIST. STORM SEWER DATA	1E(1)
EXIST. SAN. SEWER DATA	1E(2)
CONSTR. ALIGN. DATA	1F
RADIAL STAKING DETAIL SHEET	2E
ADA GRADING DETAIL SHEET	2F
NY ROAD PROFILE	4A
COLONNADE DR. PROFILE	4B
EDS PLAN	4C
DRIVEWAY PROFILES	4D
RET. WALL DETAIL SHEET	4E
RIGHT OF WAY PLAN SHEETS	4F
DRAINAGE DESCRIPTIONS	5U
UNDERGROUND DETENTION DETAILS	6(23)
STORM SEWER PROFILES	6(3)-(65)
UTILITY RELOC. PLANS	10K-41

LEGEND

	DEMOLISH AND REPLACE PAVEMENT		PROPOSED CONCRETE		EXIST. PIPE TO BE ABANDONED		STD. CG-7 RECD.
	PROPOSED PAVEMENT		OBSCURING OF PAVEMENT		EXIST. PIPE TO BE REMOVED		RAD. CG-7 RECD.
	MILL/OVERLAY/BUILD UP		STD. CG-2 RECD.		SIGN TO BE RELOCATED (BY OTHERS)		STD. CG-3 RECD.
	DENOTES CONSTRUCTION LIMITS IN CUTS		STD. CG-12 TYPE A RECD.		STD. RM-4 RECD.		CITY STD. SIDEWALK WITH MONOLITHIC CURB
	DENOTES CONSTRUCTION LIMITS IN FILLS		STD. CG-12 TYPE B RECD.		STD. RM-3 RECD.		CITY STD. SIDEWALK
	DENOTES TEMPORARY EASEMENTS		PROP. 5' CONC. SIDEWALK		RAD. CG-6 RECD.		STD. CG-6 RECD.
	DENOTES PERMANENT EASEMENTS		PROP. 6' CONC. SIDEWALK		STD. CG-6 RECD.		STD. CG-6 RECD.
	UTILITY TO BE RELOCATED (BY OTHERS)		STD. CG-6 RECD.		STD. CG-6 RECD.		STD. CG-6 RECD.

NOTES:

- 1) SEE SHEET 3 FOR UTILITY OWNERS.
- 2) CONTRACTOR SHALL RELOCATE ALL MAILBOXES ALONG NY ROAD PER VDOT STANDARDS.
- 3) CONTRACTOR SHALL USE CAUTION WHEN CONSTRUCTING STORM SEWER BETWEEN STATIONS 125+00 AND 126+00. CONTRACTOR SHALL TEST PIT AND VERIFY LOCATION AND DEPTH OF EXISTING GAS LINES IN ORDER TO AVOID IMPACTS. THE CONTRACTOR SHALL COORDINATE WITH CHARLOTTESVILLE GAS TO RELOCATE GAS LINES IF CONFLICTS EXIST.

SCALE 0 25 50'	PROJECT 0250-002-R98	SHEET NO. 4
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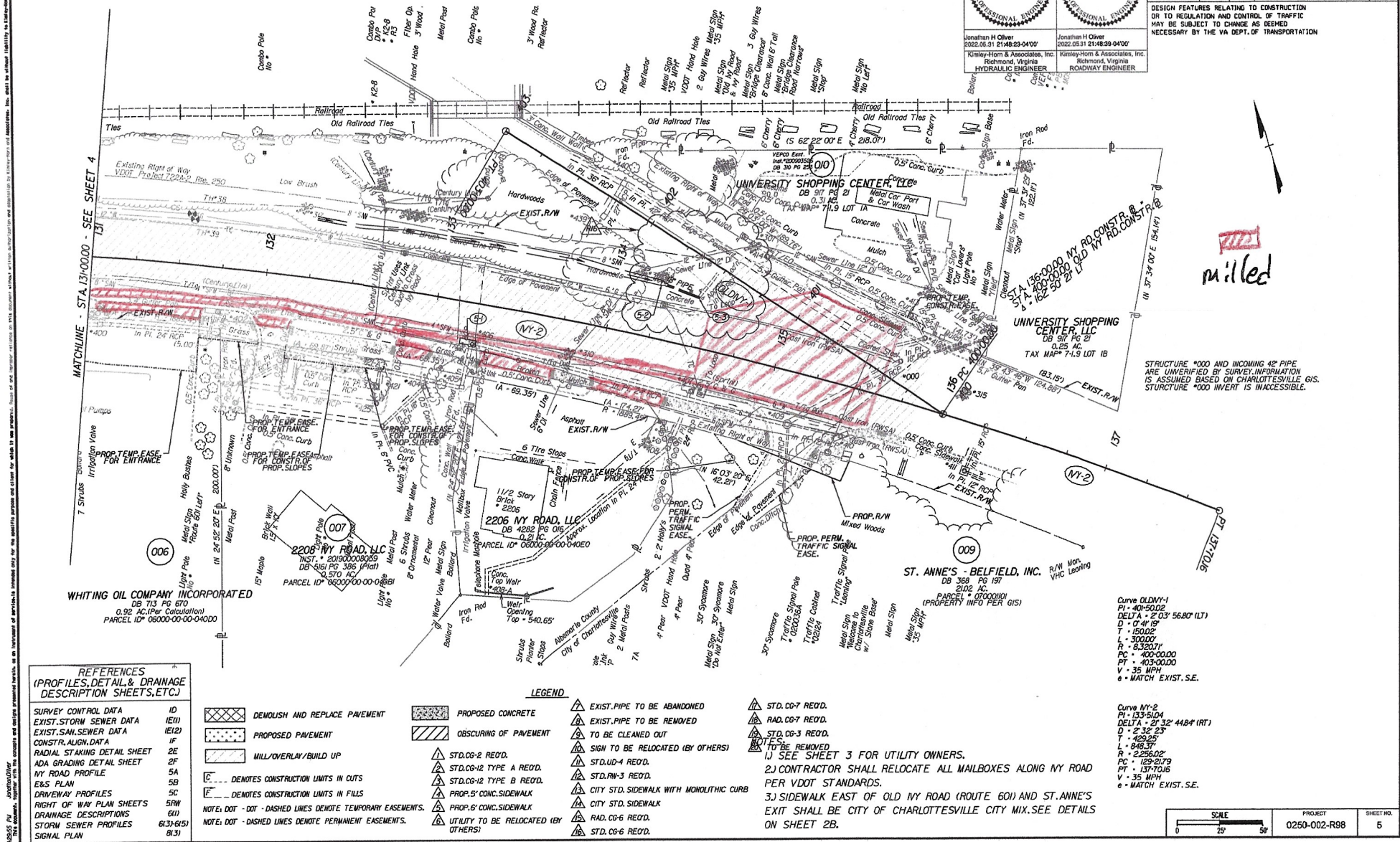
PROJECT MANAGER J. KELSEY (634) 872-1931
 SURVEYED BY H&M SURVEYING AND MAPPING, LLC
 DESIGN SUPERVISED BY BRIAN MCPETERS, P.E. (KIMLEY-HORN)
 DESIGNED BY KIMLEY-HORN & ASSOCIATES, INC.
 SUBSURFACE UTILITIES BY INFRAPAC CORPORATION

SEAL OF PROFESSIONAL ENGINEER
 JONATHAN H. OLIVER
 Lic. No. 65376
 Jonathan H. Oliver
 2022.05.31 21:48:23-04'00"
 Kimley-Horn & Associates, Inc.
 Richmond, Virginia
 HYDRAULIC ENGINEER

SEAL OF PROFESSIONAL ENGINEER
 JONATHAN H. OLIVER
 Lic. No. 65376
 Jonathan H. Oliver
 2022.05.31 21:48:23-04'00"
 Kimley-Horn & Associates, Inc.
 Richmond, Virginia
 ROADWAY ENGINEER

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
08-28-19 11-12-19 02-05-21 05-31-22	VA	250 BUS.	0250-002-R98 PE-101 RW-201 C-501	5

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE VA DEPT. OF TRANSPORTATION



350 Old Ivy Way, Charlottesville, VA 22903, USA

☼ 285°W (T) ● 38.045539, -78.517584 ±9 m ▲ 137 m



05 Dec 2022, 16:05:49

2214 Ivy Rd, Charlottesville, VA 22903, USA

☼ 316°NW (T) ● 38.045126, -78.516838 ±5 m ▲ 138 m



2214 Ivy Rd, Charlottesville, VA 22903, USA

☉ 80°E (T) ● 38.045137, -78.516841 ±5 m ▲ 144 m



06 Dec 2022, 10:29:32

2244 US-250 BUS, Charlottesville, VA 22903, USA

☼ 79°E (T) ● 38.045279, -78.517573 ±13 m ▲ 148 m



07 Dec 2022, 11:38:18

2248 Ivy Rd, Charlottesville, VA 22903, USA

☉ 324°NW (T) ● 38.045353, -78.517698 ±7 m ▲ 143 m



07 Dec 2022, 11:38:05

2208 US-250 BUS, Charlottesville, VA 22903, USA

☉ 285°W (T) ● 38.044619, -78.514963 ±8 m ▲ 122 m



2206 US-250 BUS, Charlottesville, VA 22903, USA

☉ 266°W (T) • 38.044618, -78.51481 ±5 m ▲ 137 m



2260 US-250 BUS, Charlottesville, VA 22903, USA

☼ 70°NE (T) ● 38.046005, -78.519821 ±12 m ▲ 138 m



2260 US-250 BUS, Charlottesville, VA 22903, USA

☉ 8°N (T) ● 38.046013, -78.519903 ±4 m ▲ 137 m



02124 Ivy Rd, Charlottesville, VA 22903, USA

☉ 9°N (T) ● 38.044272, -78.514234 ±9 m ▲ 137 m



08 Dec 2022, 13:46:14

2260 US-250 BUS, Charlottesville, VA 22903, USA

☼ 78°NE (T) ● 38.045948, -78.519911 ±6 m ▲ 134 m



2214 Ivy Rd, Charlottesville, VA 22903, USA

☼ 294°W (T) ● 38.045062, -78.51649 ±9 m ▲ 134 m



08 Dec 2022, 15:43:14

S.L.WILLIAMSON COMPANY, INC.

ASPHALT PAVING AND ROAD CONSTRUCTION

March 15, 2023

Walter Harris IV
Senior Project Manager, Facilities Planning & Construction
401 McIntire Rd., Room 420
Charlottesville, VA 22902

Allison McNally
Chief Procurement Officer
401 McIntire Rd.
Charlottesville, VA 22902

Re: Contract No. 2021-069B-IFB-03153
Project: Ivy Road Sidewalk Improvements
NOTICE OF CLAIM

Dear Mr. Harris:

Pursuant to the above Contract, S.L. Williamson Company, Inc. ("SLW" or "Contractor") hereby provides notice of its intention to make a claim to the extent that the County of Albemarle ("County" or "Owner") requires that Contractor perform re-milling and re-paving of Ivy Road as indicated in prior communications.

Specifically, the County has alleged certain deficiencies in the work performed by SLW, including that Flexible Pavement Planning performed by Contractor purportedly did not meet the requirements of the Contract Documents because planning was not performed across the entire limits that the County contends were denoted for mill/overlay/build-up in the Project Plans. SLW has disputed the County's assertions in prior communications and meetings. Nonetheless, the County has required the Contractor to submit a Corrective Action Plan addressing the disputed deficiencies, including the purported failure to mill to required depths.

We have included the required Corrective Action Plan. By doing so, however, SLW does not acknowledge or concede that the corrective action described in the Corrective Action Plan is required nor does it waive its right to seek additional compensation to the extent that the work included within the Corrective Action Plan (or any other such work as may be required by the County) is performed. Instead, SLW is submitting the Corrective Action Plan under protest and subject to a full reservation of rights.



S.L.WILLIAMSON COMPANY, INC.

Accordingly, SLW hereby provides notice pursuant to Sections 26 and 27 of the July 17, 2021 Contract between the Contractor and the County (the "Contract") that (1) the work, to the extent required by the County, would be extra work for which SLW would be entitled to extra compensation and (2) SLW intends to file a claim for the extra compensation and, if necessary, for an extension of time required for the performance of the work in the Corrective Action Plan (or such alternative work as may be required by the County). The total amount of time and extra compensation to which the Contractor will be entitled will vary depending upon whether the Owner requires Contractor to perform the work stipulated in the Corrective Action Plan submitted by SLW or instead requires other or additional work. SLW will supplement this notice to include a calculation of, and support for, such additional time and costs once the County has directed the work to be performed, if any.

SLW previously has attempted to explain to the County why the County's position is incorrect and why the foregoing additional work should not be required. As additional support, SLW provides the following supplementary reasons:

1. The Contract states that the Contract shall take precedence over other Contract Documents, and the Contract describes the work at issue as follows: "asphalt milling, buildup, *and/or* overlay along Ivy Road...." (Emphasis added.) Similarly, the Bid Form, Base Bid Item 2, similarly defines the work as "asphalt milling, buildup *and/or* overlay along Ivy Road...." (Emphasis added.) The use of "and/or" is an express acknowledgement that milling would not be required along the entirety of the road, as consistent with standard practice. As SLW previously has explained, SLW has worked on many VDOT and other road projects and it has not been the practice on those projects to require milling of the entire roadway before paving. On this Project, SLW acted consistent with its prior practice on those roadway projects, as well as what it believes is standard practice in the industry, in milling the areas necessary to achieve the best product and meet all performance requirements.
2. In addition, the County's inspectors were able to observe the entirety of the work being performed and, as evidenced by photographs and other materials provided by the County, personally oversaw and inspected the work as it was being performed. Those inspectors, along with other County representatives, never indicated that there was any required milling that was not being performed, although the extent of milling was, of course, easily observable by them. The County cannot reasonably sit back and watch the entire road being paved, without comment or criticism, and then contend that it needs to be re-done because an obvious part of the work, such as milling, allegedly was not performed throughout the entire roadway. At the very least, the County's failure to require this milling during the entire course of the Project constitutes an acknowledgement that the Contract Documents did not require milling of the entire roadway.

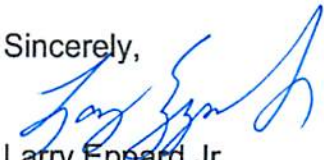
S.L.WILLIAMSON COMPANY, INC.

3. Even if such milling was required, however, mandating that SLW mill down the new pavement it installed so that the roadway can be further milled and then paved again would constitute economic waste. Pursuant to the doctrine of economic waste, the Contractor should not be required to perform such "repairs" where the cost of the work is far beyond the value of any marginal improvement that may be achieved. With respect to this Project, there seems to be at least tacit acknowledgement that the roadway as it currently exists meets or exceeds all performance requirements. To our knowledge, VDOT is satisfied with the quality of the work and we are aware of no issue being raised by any party regarding any deficiency with respect to the expected performance of the roadway. Likewise, while the County has stated that the milling work should have been performed, the County has not identified any quality or performance standard that the existing roadway cannot meet or that would be improved by requiring the Contractor to bear the excessive cost of milling and re-paving the roadway or even the portions not previously milled to the depths that the County claims are necessary. Accordingly, the work, if required by the County to be performed, will constitute economic waste and SLW accordingly will make a claim for the excessive cost of that work as compared to the lack of any corresponding benefit to the County or the public at large.
4. From the County's correspondence, we understand that the County contends that the striping contractor failed to properly perform its striping work, and that the County contends that eradication of the existing markings will require removal of paving and then re-paving before the new markings are applied. The County also has stated its position that SLW should bear the cost of the milling and re-paving and the striping contractor should bear the cost of the re-striping of the roadway. To be clear, it would be highly improper for the County to require SLW to mill and re-pave the entire roadway so that the striping could be corrected. We are concerned that the County's deficiency claim with respect to the Contractor's work is simply a pretext to obtain the re-paving required for correcting the re-marking issues caused by another contractor.
5. Finally, we note that the County also has suggested that it might withhold liquidated damages until the work required in the Corrective Action Plan has been completed. As a matter of record, SLW would dispute any such withholding as well as any assessment of liquidated damages in connection with this Project. As the County is aware, the Contractor completed its work expeditiously after receipt of the Notice to Proceed, which was delayed for reasons that had nothing to do with SLW or its performance on this Project. Because of this and for the reasons previously stated, any withholding or assessment of liquidated damages would be unsupportable. Please take notice that SLW objects to, and will make a claim with respect to, any withholding or assessment of liquidated damages that may be proposed by the County with respect to this Project.

S.L.WILLIAMSON COMPANY, INC.

SLW remains available to meet to discuss and hopefully resolve the foregoing issues with the County's representatives, and requests that a meeting be scheduled between the parties at the earliest opportunity to do so. In the meantime, SLW reserves all rights and defenses in connection with this matter, and nothing herein or otherwise should be construed as waiving or reducing any such rights and/or defenses.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Eppard Jr.", is written over the word "Sincerely,".

Larry Eppard Jr
Vice President
S.L. Williamson Company, Inc.

S.L. WILLIAMSON COMPANY, INC.

ASPHALT PAVING AND ROAD CONSTRUCTION *Since 1949*

May 17th, 2023

Walter Harris, Project Manager
Albemarle County
401 McIntire Road
Charlottesville, VA 22902

Project Ref: Ivy Road Sidewalk Improvements
Subject: Corrective Action Plan

Walter,

I am writing to follow up regarding our prior meeting regarding the Corrective Action Plan being required by the County, and to further address the highlighted plan/survey that we received from the County's Engineer .

Initially, in reviewing the materials recently received from Albemarle County, SLWCO continues to believe and assert that the work being required by the County is contrary to the Contract requirements and is economically wasteful, for the reasons stated in our prior correspondence and notices. We continue to believe that the Plans do not clearly require the work that is now being directed by the County, and, even if they did, the work proposed still would be unwarranted and entirely too costly given that the repairs at issue would provide no clear benefit to the County or the traveling public. To the extent such work is directed by the County, as appears to be the case, SLWCO again provides notice of, and states its intention to, assert a Claim for the corresponding costs of this work as well as for the additional time required to complete this work. This notice again is being provided pursuant to Sections 26 and 27 of the Contract, as well as all additional applicable provisions of the Contract Documents, and follows and is supplemental to the prior notices that we have provided with respect to this issue.

Prior to completing this work, however, and without waiver or release of the foregoing Claim, SLWCO proposes the following as a resolution of the dispute between the County and SLWCO relating to the work at issue. Specifically, in lieu of the corrective work being proposed by the County, SLWCO is willing to provide the County with a credit in the amount of \$38,000, which corresponds to total amount estimated for milling work in SLWCO's bid. While SLWCO disputes that the work it performed was deficient, SLWCO is willing to provide this credit as a compromise in response to the County's contention (which, again, SLWCO disputes) that SLWCO failed to perform some portion of the milling required by the County. Given that the foregoing credit encompasses all milling on the Project, SLWCO believes that this credit should be more than sufficient to compensate the County for any portion of the Work that the County contends was not performed or not properly performed.

TEL 434-295-6137 • 800-868-6137 • FAX 434-977-7852 | 1230 RIVER ROAD • CHARLOTTESVILLE, VIRGINIA 22901

www.slwilliamson.com

EXHIBIT

S

S.L. WILLIAMSON COMPANY, INC.

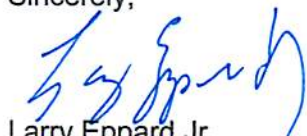
ASPHALT PAVING AND ROAD CONSTRUCTION *Since 1949*

As a supplement to our prior notices, please note that SLWCO again disputes that the product it has provided is in any way deficient or poses any detriment to the quality or performance of the road at issue. Without limitation, SLWCO again notes that the County has received new asphalt in a thickness and quality corresponding with the requirements for this Project and that further will have significantly better drainage and other qualities than the prior roadway. We firmly believe that the work at issue presents no quality or performance issues and that the roadway will perform as intended. SLWCO is confident enough in the quality of its product that, in addition to the credit described above, SLWCO also is willing to provide an extended warranty for the asphalt at issue.

Please advise as to whether the County is willing to agree to the foregoing proposal or is willing to consider other measures more reasonable than the extensive measures that the County previously has indicated. By making this proposal, of course, SLWCO is not waiving, releasing, reducing or otherwise detrimentally impacting its prior notices of Claim or any other aspect of the Claim that SLWCO intends to formally submit if the County rejects this proposal and after the full extent of the costs and timing of the work at issue is known. While we will update our costs once the full extent of the work becomes known, at present, we anticipate that those costs likely will exceed \$375,000.00. Further, to the extent that the County does refuse this or any other reasonable proposal, we request that the Owner provide a written decision setting forth its reasoning and justification and responding to the points we have made.

As we previously have indicated, SLWCO has no intention of delaying completion of this Project and accordingly will continue to work to accomplish the County's requirements. We note that we are still waiting for the remainder of the County's survey and cannot commence work until the County has provided this and other information to SLWCO. Again, any work mandated by the County will be performed under protest, and subject to SLWCO's right to make a Claim for the full extent of the resulting costs and additional time once finally determined. Nothing herein or otherwise shall be construed as a waiver, release or reduction in SLWCO's right to assert this Claim or of any other of SLWCO's rights under the Contract and existing law, all of which are expressly reserved.

Sincerely,



Larry Eppard Jr
Vice President
S.L. Williamson Company, Inc.

S. L. Williamson Co., Inc.

Road Construction and Asphalt Paving

(Since 1949)

June 28, 2023

**By Email (wharris@albemarle.org) and
Certified Mail, Return Receipt Requested**

Walter Harris IV
Senior Project Manager, Facilities Planning & Construction
401 McIntire Rd., Room 420
Charlottesville, VA 22902

Copy by Email (amcnally@albemarle.org) and Certified Mail, Return Receipt Requested

Allison McNally
Chief Procurement Officer
401 McIntire Rd.
Charlottesville, VA 22902

Re: Contract No. 2021-069B-IFB-03153
Project: Ivy Road Sidewalk Improvements
RENEWED NOTICE OF CLAIM
CHANGE ORDER PROPOSAL

Mr. Harris and Ms. McNally:

As you know, S.L. Williamson Company, Inc. ("SLWCO" or "Contractor") has previously notified Albemarle County (the "County") that SLWCO intends to submit a claim regarding the County's requirement that SLWCO perform work pursuant to a Corrective Action Plan and related survey information provided by the County with respect to the foregoing Project. Now that the County has clarified the scope of the proposed work, we are providing updated information regarding the cost and timing of this proposed additional work, as follows.



S. L. Williamson Co., Inc.

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- (1) As further described and set forth in the exhibit to this Notice, the total cost to perform this work will be approximately \$308,159.50 (exclusive of any Site direct overhead expenses). SLWCO requests that the County issue a Change Order acknowledging SLWCO's entitlement to compensation for these additional costs. This work should not alter the completion date, as it is additive work and SLWCO's work was completed last year. The Change Order should acknowledge this fact or extend the completion dates to accommodate this extra work. To the extent the County refuses to acknowledge this entitlement, SLWCO again requests that the County provide a formal written decision setting forth any bases it has for disapproving SLWCO's proposal.
- (2) SLWCO previously has explained why the work at issue is additive and constitutes economic waste. The total costs provided makes the point even clearer, as the cost of the "corrective" work will exceed the amount of SLWCO's bid. The County has not identified any way in which the current roadway fails to meet any performance standard or how the proposed work is necessary to meet any such standard. While SLWCO built up the roadway to improve the existing drainage, the County's plan will take the roadway back to its original poor drainage, leaving the County with a worse product. SLWCO continues to assert that the roadway in its current condition substantially complies with Project requirements and is fully functional and fit for all intended purposes, and that the County correspondingly is not justified in requiring the "corrective" work at issue.
- (3) Given the foregoing, to the extent that the County continues to direct the work at issue, and refuses to issue a corresponding change order, SLWCO reiterates and again provides notice pursuant to Sections 26 and 27 of the July 17, 2021 Contract between the Contractor and the County, as well as all other applicable provisions, that (1) the work, to the extent required by the County, would be extra work and economic waste for which SLWCO would be entitled to extra compensation and (2) SLWCO intends to file a claim for the extra compensation and, if necessary, for an extension of time required for the performance of the additional work. In that Claim, for the reasons set forth above, SLWCO will demand payment in the amount of at least \$308,159.50 and an extension, as necessary, to accommodate the entirety of this additional work. SLWCO further reserves the right to seek additional delay damages, including Site direct overhead expense. In addition, SLWCO is incurring legal costs and expert consultant fees in connection with this matter and will also pursue recovery of such fees and expenses to the fullest extent permitted by law.

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If the County continues on the path it has started, it should be assured that SLWCO will pursue this matter through all contractual processes including litigation. We are not going to accept the financial consequences of providing additional work which will be an economic waste and result in a worse product than what exists. We have pointed out repeatedly the folly of the County's mill and replace direction both contractually and factually. We have made fair credit offers to resolve the matter. At some point in time, the County is going to have to explain and justify what it has done to its leadership, to the public and to the courts. This is the last opportunity to resolve this matter, and we want to be clear as to the consequences.

Sincerely,



Blair K. Williamson, President

S.L. Williamson Company, Inc.

S. L. Williamson Co., Inc.

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Contract No. 2021-069B-IFB-03153

Project: Ivy Road Sidewalk Improvements

Costs of Additional Work Summary

SLWCO has determined the total cost of the additional work at issue, as follows:

Milling – Total cost:	\$62,300.00
Trucking Cost -	\$ 31,200.00
Equipment -	\$ 13,650.00
Labor -	\$ 17,450.00
 Paving Build-UP Area – Total Cost:	 \$ 104,625.00
Material -	\$ 61,425.00 (975 tn IM-19 and BM-25)
Trucking -	\$ 18,500.00
Equipment -	\$ 10,100.00
Labor -	\$ 14,600.00
 Paving 1.5” Surface layer – Total Cost:	 \$113,220.00
Material -	\$ 64,320.00
Trucking -	\$ 19,800.00
Equipment -	\$ 11,800.00
Labor -	\$ 17,300.00
 Profit (calculated at 10%):	 \$28,014.50
 TOTAL OF ABOVE COSTS:	 \$308,159.50

Additional detail regarding and support for the foregoing costs are available upon request. SLWCO will update the above costs after performance of the work, based upon actual quantities and costs for the full scope of work. SLWCO reserves the right to amend and supplement the foregoing costs summary as necessary and appropriate.

S. L. Williamson Co., Inc.

Road Construction and Asphalt Paving

(Since 1949)

July 18, 2023

**By Email (wharris@albemarle.org) and
Certified Mail, Return Receipt Requested**

Walter Harris IV
Senior Project Manager, Facilities Planning & Construction
401 McIntire Rd., Room 420
Charlottesville, VA 22902

**Copy by Email (amcnally@albemarle.org) and
Certified Mail, Return Receipt Requested**

Allison McNally
Chief Procurement Officer
401 McIntire Rd.
Charlottesville, VA 22902

**Copy by Email to Engineers
(Brian.mcpeter@kimley-horn.com and Jonathan.oliver@kimley-horn.com)
Certified Mail, Return Receipt Requested**

Brian McPeters and Jonathan Oliver
Kimley-Horn
2035 Maywill Street, Suite 200
Richmond, VA 23230

**Copy by Email to Inspectors (dstewart@mbpce.com) (egroah@mbpce.com)
Certified Mail, Return Receipt Requested**

Duncan Stewart, Eric Groah – MBP
MBP
Boulders VI
7401 Beaufont Springs Drive
Suite 301
Richmond, VA 23225

Eric Groah – Roanoke Office
MBP
711 D Fifth Street, NE
Roanoke, VA 24016

1230 River Road, Charlottesville, VA 22901
434-255-1111 slwilliamson.com

1

EXHIBIT

7

S. L. Williamson Co., Inc.

Road Construction and Asphalt Paving

(Since 1949)

Re: Contract No. 2021-069B-IFB-03153
Project: Ivy Road Sidewalk Improvements
SUPPLEMENTAL NOTICE OF CLAIM
RESPONSE TO MINUTES

Mr. Harris and Ms. McNally:

S.L. Williamson Company, Inc. ("SLWCO" or "Contractor") submits this letter and notice to address the recent minutes from our meeting on July 13, 2023, to address other issues relating to the County's requirement that SLWCO perform certain additional work, and to again state the Contractor's intention to make a Claim and seek payment for the additional costs that will be incurred as a result of the County's directive.

Initially, the meeting minutes circulated last week do not accurately reflect our July 13 meeting because, among other things, they fail to include SLWCO's detailed explanation for why the work being required by the County is both unnecessary and counterproductive.

Without limitation, the meeting minutes state that the Contractor conceded that the Contractor had "made design changes without approval." To clarify, SLWCO continues to assert that the milling requirement now being directed by the County was not clear from the Plans, and certainly was not consistent with the conduct of the County's representatives on this job. Again, no issue was raised regarding the milling depths until well after all the Contractor's work on this project was completed. It is unconscionable for the County to observe the work being performed, say nothing about any alleged deficiency, and then at the end of the project proclaim that the milling failed to comply with the Plans – particularly where this claim is based upon nothing more than the observations of the same people that chose to say nothing while the work was being performed. Certainly, the County's conduct belies its current contention that the Plans are unambiguous with respect to the milling requirement. Regardless, SLWCO has not conceded, but repeatedly has contested, the County's position regarding this work.

The minutes also fail to reflect that the Contractor repeatedly has questioned the utility and benefit of the additional work (or "Extra Work") being required, and that the County has failed to identify or provide support for any improvement in function, utility or service life that would be achieved by that Extra Work. The Contractor continues to assert that its work substantially complied with the project requirements, and that the Extra Work being required will result in no increase in the value or utility of the current product. Certainly, the Extra Work being demanded is grossly disproportionate, in terms of cost, to any marginal functional improvement that might be claimed by the County (although, again, the County has not identified any such improvement arising from the Extra Work). SLWCO also repeatedly has pointed out problems with the Extra Work and ways in which that work may result in drainage issues.

For these reasons and those described in our many prior communications on this issue, some of which are attached to this letter for your convenience, SLWCO has provided notice that: (1) the Contractor does not believe that the Extra Work is required or justified, for the reasons previously stated; (2) the Contractor contends that the work being required is extra work for which the Contractor is entitled to additional time and additional compensation; (3) the Contractor has provided the Owner with the estimated cost and additional time that will be incurred to perform

S. L. Williamson Co., Inc.

Road Construction and Asphalt Paving

Since 1949

the Extra Work being required by the Owner, to which the Owner has not formally responded but nonetheless is requiring the Contractor to proceed with the Extra Work; (4) the Contractor has requested a Change Order for the Extra Work providing for recognition of the extra cost and time for the work at issue; and (5) the Contractor will submit its final costs and time after completion of the Extra Work and will thereafter make a Claim for such additional costs and time if not fully paid and acknowledged by the Owner. We understand that the Owner does not agree that the Extra Work at issue is extra work under the Contract. Nonetheless, the Contractor understands that it is proceeding with this Extra Work at the direction and insistence of the Owner, and that the prior communications between the parties function as a Unilateral Change Order requiring the Contractor to perform this work, and that the Owner recognizes and acknowledges that the Extra Work is not being performed voluntarily by the Contractor. If this is in any way incorrect, please advise us prior to the Extra Work being performed and provide us with the appropriate Unilateral Change Order.

Given the issues noted above and in our prior correspondence, the Contractor wants to ensure that there are no similar issues with the additional work being required by the County. Accordingly, we reiterate the following:

1. We request that the County confirm, on a daily basis, that the work is in compliance with what the County contends are the requirements of the Plans and Contract Documents. The County has confirmed that it will have representatives monitoring the work at issue. We request that those representatives notify the Contractor immediately if they note any issue with the work, and not simply wait until the work is completed.
2. We will be tracking time and costs associated with the additional work. Please advise us with whom we should verify those costs on a daily basis, so that there is confirmation and agreement on the cost of the additional work being performed.
3. SLWCO previously has identified ways in which performing the Extra Work in what the County contends is strict compliance with the Plans may result in decreased drainage and potential tie-in issues, as noted in the meeting minutes. Again, SLWCO will not be responsible for repairing or remediating any such issues, which will, by the County's own position, be design issues for which the Contractor is not responsible.

Please contact me directly with any questions regarding the foregoing. SLWCO continues to reserve all rights in connection with this matter, and nothing herein or otherwise should be construed as a waiver of abridgement of any such rights.

Sincerely,



Larry Eppard Jr.
Vice President
S.L. Williamson Company, Inc.

Enclosures

S.L. WILLIAMSON COMPANY, INC.

ASPHALT PAVING AND ROAD CONSTRUCTION *Since 1949*

August 18, 2023

By Email (wharris@albemarle.org) and Hand Delivery

Walter Harris IV
Senior Project Manager, Facilities Planning & Construction
401 McIntire Rd., Room 420
Charlottesville, VA 22902

Copy by Email (amenally@albemarle.org) and Hand Delivery

Allison McNally
Chief Procurement Officer
401 McIntire Rd.
Charlottesville, VA 22902

Copy by Email (brian.mcpeters@kimley-horn.com)

Brian McPeters, PE Kimley-Horn
2035 Maywill Street Suite 200
Richmond, VA 23230

Re: Contract No. 2021-069B-IFB-03153
Project: Ivy Road Sidewalk Improvements
SUPPLEMENTAL NOTICE OF CLAIM
CHANGE ORDER PROPOSAL

Mr. Harris,

As you know, S.L. Williamson Company, Inc. ("SLWCO" or "Contractor") has previously notified Albemarle County (the "County" or the "Owner") that SLWCO intends to submit a claim regarding the County's requirement that SLWCO perform work pursuant to a Corrective Action Plan and related survey information provided by the County with respect to the foregoing Project. Now that the Work required by the County has been fully performed, we are writing to finalize SLWCO's costs in completing that Work and renew the Contractor's request for additional compensation and an extension of time.

TEL 434-295-6137 • 800-868-6137 • FAX 434-977-7852 | 1230 RIVER ROAD • CHARLOTTESVILLE, VIRGINIA 22901

www.slwilliamson.com



S.L. WILLIAMSON COMPANY, INC.

ASPHALT PAVING AND ROAD CONSTRUCTION *Since 1949*

- (1) **Final Acceptance.** SLWCO understands that, at this point, all of its Work has been completed and that the Work has been accepted by the Owner. For avoidance of any doubt, the Contractor hereby requests that the Owner formally confirm its acceptance of the Work and make provisions for final payment as required by the Contract and General Conditions. Given the compressed nature of the most recent corrective work required by the County, we understand that final inspection already has taken place. As a formality, however, we also have enclosed the Contractor's Certificate of Final Completion. By so doing, however, SLWCO is not waiving its position, as stated in many prior notices, that the Work was completed in 2022 and that the corrective work that the County required constituted economic waste and correspondingly also was additional work for which additional compensation and a time extension is warranted.

- (2) **Renewed Request for Change Order.** Pursuant to the Contractor's prior notices, SLWCO again claims, and requests issuance of a change order authorizing payment for, its additional costs in performing the additional work required by the County. SLWCO previously has stated, in multiple notices, the reasons why this work was additional work for which SLWCO should be compensated and incorporates those prior notices by reference herein. We believe that the work, as directed and performed, further reinforced SLWCO's position that this work requires additional compensation. SLWCO has kept accurate records of the cost of that work and is hereby providing the amount of the claim, with supporting data, in the attached spreadsheet. Please advise, however, if the County requires any additional information or supporting data to evaluate this request.

- (3) **Renewed Request for Time Extension/Liquidated Damages.** Given that SLWCO was not permitted to start work on this Project until after the date of Substantial Completion provided in

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the Contract, SLWCO is aware of no reasonable basis upon which liquidated damages could be assessed against the Contractor on this Project, and again notes its intention to submit a claim to the extent the Owner contends otherwise. While a formal extension accordingly is not required, out of an abundance of caution, SLWCO reiterates its request for an extension of time from the Contractor's completion of Work in 2022 through the last day on which the County acknowledges final acceptance of all Work on this Project. SLWCO contends it is entitled to this extension for the reasons previously stated in this and prior notices. The impact of the additional work on the critical path of SLWCO's Work is self-evident, but SLWCO is prepared to provide any additional data, records and scheduling submissions that the County identifies as required for its analysis and review of this extension request. Please advise us if the County requires any such additional information.

- (4) Additional Costs relating to Driveway Repair. In addition to the foregoing, during the course of performance of the recent work, the Owner requested that SLWCO perform additional work relating to the repair of certain driveways and agreed that SLWCO would be compensated for this additional work. Accordingly, I have enclosed the change order (see attached GC-1) setting forth the agreed compensation for this work. By submitting this change order, however, SLWCO is not waiving or limiting, and continues to assert, its claim and right to all of the additional compensation and time as set forth above.

As provided for in the Contract, the Contractor requests that the Owner promptly acknowledge receipt of this request for change order for additional compensation and an extension of time, as set forth above. **To the extent that the Owner denies any portion of the foregoing, the Contractor reiterates and re-states its intention to pursue all administrative legal and remedies, and again provides notice of its intention to make a formal Claim pursuant to the Contract for the full extension of additional time and compensation set forth herein and/or in the Contractor's several prior notices and communications relating to this matter.**

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We are available at the County's convenience to discuss the foregoing or any other matter relating to the final completion and closing out of this Project. Please contact me to schedule that meeting.

As always, SLWCO reserves all rights and defenses in connection with the Contract and the Project, and nothing herein or otherwise shall be construed as waiving or releasing any such rights and defenses.

Sincerely,



Larry Eppard Jr

Vice President

S.L. Williamson Company, Inc.

Enclosures

CERTIFICATE OF FINAL COMPLETION BY CONTRACTOR

Date: August 18th 2023

County of Albemarle, Virginia, and/or
The County School Board of Albemarle County, Virginia
c/o Facilities & Environmental Services – Project Management Division
401 McIntire Road
Charlottesville, Virginia 22902-4596

Project Title: Ivy Road Sidewalk Improvements
RFQ/Contract No.: 2021-12013-34

In accordance with the requirements of the Contract Between Owner and Contractor (Form AC-9) the undersigned Contractor hereby states that the above named project has been fully completed in accordance with the requirements of the Contract Documents as modified by approved change orders.

All applicable tests, certificates and regulatory inspections required by the Contract Documents and any local, state or federal regulations have been performed with respect to the completed project and the Owner has been provided with a copy of each report.

As-built marked up prints of the completed project have been provided to the Architect/Engineer as required by the Contract Documents.

The Owner has been provided with a copy of all warranties and guarantees, including the starting date(s) of all warranties and guarantees, written and unwritten, required by the Contract Documents.

All training, operating instructions and maintenance manuals required by the Contract Documents have been provided to the Owner.

S.L. Williamson Co., Inc.
(Contractor Name)

By: Larry Eppard

Print Name: Larry Eppard Jr

Title: Vice President

Copy: Architect/Engineer

DATE: August 18, 2023

JOB NO.:

JOB NAME:

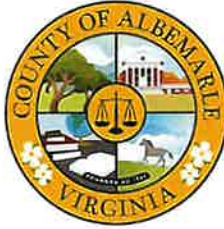
DESCRIPTION:
Regenerating cost data for Ivy Road Bikeway Improvements claim

[illegible][illegible]

MATERIAL	DESCRIPTION	QTY	UNIT COST	LUM	DIST.	10%	TOTAL
BALD LAGS#12.MA		1208.94	\$60.74	TON	\$80,630.50	\$12,094.47	\$92,724.97
SMA#3.MA		120.72	\$82.28	TON	\$9,912.85	\$1,501.92	\$11,414.76

[illegible]

DESCRIPTION	COST	10%	TOTAL
Legal Fees - Ross Brown PC, NCP & Associates	\$ 19,428.76		
		2,016.61	\$21,445.37
		<u>GASTOTAL</u>	<u>\$21,445.37</u>
			<u>SUBTOTAL \$238,197.29</u>



COUNTY OF ALBEMARLE
Facilities & Environmental Services
Environmental Services Division
401 McIntire Road, 4th Floor
Charlottesville, Virginia 22902-4579

Phone (434) 872-4501

Fax (434) 293-0294

Date: December 11, 2023

To: Blair Williamson
S.L. Williamson Company, Inc.
1230 River Road
Charlottesville, VA 22901

From: Blake Abplanalp, Chief – Facilities Planning & Construction

Re: **Ivy Road Sidewalk Improvements Project** (UPC 105806)

Dear Ms. Williamson,

I am writing to you in response to your email dated 10/10/23 regarding a request for additional compensation associated with the above-referenced project. Our Senior PM Walter Harris previously responded to this request in an email to Ethan Hensley on 11/7/22. Walter's email was a response to an 11/2/22 email from Ethan.

The County of Albemarle's position remains the same as communicated in the 11/7/22 email sent to S.L. Williamson by Walter Harris. S.L. Williamson did not provide the required written notification as outlined in the contract documents. In addition, S.L. Williamson did not provide the schedule that is required by the contract documents. You have also asserted that your firm missed an opportunity to work at night, but the meeting minutes (attached) from the Pre-Construction Conference on 7/26/21 indicate that your PM Ethan Hensley stated that there would be no night or weekend work. Please see the items below that provide more detail pertaining to the items that I've alluded to above. Item # 2 is particularly relevant in that it is very clear that there would be no extensions or additional compensation without schedule-based information to evaluate. In addition, the cost of asphalt and fuel went down significantly (asphalt by 17% and fuel by 7%) between June of 2022 (original substantial completion date) and December of 2022 (actual completion date).

Please see following information:



1. Please see section 19(a) (Schedule of the Work), paragraph 2 of the County's Construction Contract General Conditions. In this section it states the following:

"Within two (2) weeks after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Architect/Engineer, a preliminary bar graph milestone schedule for accomplishing the Work based upon Time for Completion stated in the Contract."

To date, the County has not received this contract required schedule from S.L. Williamson. Please reference section 19(b) of the same document that states:

"It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion, or the Contract Completion Date and any interim deadlines established by the Contract."

2. Please see section 42(d) of the County's Construction Contract General Conditions that states the following:

"No extension of time or additional compensation, if applicable, will be granted for any delay unless the claimed delay directly affects the critical path of the approved CMP schedule or the schedule shown on the approved bar graph schedule, whichever is applicable, and any float has been consumed."

To reiterate, to date, the County has not received this contract required schedule from S.L. Williamson.

Please reference the same section 42(d), that also states that:

"No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed in Subsections (a) or (b) above."

Those referenced subsections (a) and (b) both require that written notice of an intention to seek additional compensation for damages due to delays be provided no later than five (5) days after inception of the delay. On 9/21/22, County Senior PM Walter Harris informed both Ethan Hensley and Junior Eppard of S.L. Williamson that he would like to schedule a meeting to discuss the upcoming paving. This meeting took place a few days later. Forty days after the 9/21/22 notice, Ethan Hensley sent an email to Walter Harris on 10/31/22, requesting additional compensation.

Also, please refer to page SP-8 in the Project Manual that states the following:

"The Contractor shall plan and schedule the work and shall submit his initial plan in the form of a Baseline Progress Schedule for the Engineer's review and acceptance. Upon acceptance, the Progress Schedule shall become the project Schedule of Record (SOR). The Contractor shall maintain the SOR regularly to ensure that the schedule continues to represent the Contractor's current actual work plan and progress. The SOR shall be used by the Engineer for planning and coordination of the Department activities, and for evaluation of the Contractor's progress and the effects of impacts on the project."

3. In your email to Walter Harris dated 10/20/23, you asserted that *"we bid this work to be performed at night during the hot summer when productions are considerably better."* Please see the excerpt

below from the Work Plan portion of the agenda / meeting minutes taken at the Pre-Construction Conference on 7/26/21. Ethan Hensley from S.L. Williamson attended the meeting and Ethan commented that *"no night or weekend work is expected."* I've attached the Agenda / Meeting Minutes for your reference.

7. Contractor opening remarks and work plan presentation – Linco and SL Williamson

 - Linco's plan of operations consists of:
 - i. Begin on work between Collonade Drive and Stillfried Lane; Install traffic control; construct storm sewer; construct water line; construct concrete items; then proceed with work between Collonade and Old Ivy Road. No night work is expected.
 - S.L. Williamson:
 - i. Schedule is tied to Linco's progress. No night or weekend work is expected.

Thank you for your time and the information that was provided. As Walter Harris communicated in his letter of 11/7/2022, the County cannot approve your request for additional compensation, and considers this matter closed. No further response to requests for compensation on this matter will be made.

Respectfully,

Blake Abplanalp – Chief, Facilities Planning & Construction

Cc: Anthony Bessette, Mike Stumbaugh, Walter Harris IV, file