



Community Services - Building Upgrade

November 30, 2016

IFB 2024

COUNTY OF YORK, VIRGINIA

INVITATION FOR BIDS

Issue Date: November 30, 2016

IFB #: 2024

Title: COMMUNITY SERVICES - BUILDING UPGRADE

Classification Code: 91065

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

County of York, Virginia
224 Ballard Street
Yorktown, Virginia 23690

Sealed Bids Will Be Received Until 10:00 A. M. on January 5, 2017.

All Inquiries for Information Should Be Directed To: Janet S Haney, Management Analyst, Telephone: (757)890-3680 or at janet.haney@yorkcounty.gov .

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation for Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section 10.0

Name and Address of Firm:

Date: _____

By: _____

(Name – printed)

By: _____

(Name-Signature In Ink)

Title: _____

Federal Tax ID#: _____

Telephone No.: () _____

email: _____

TABLE OF CONTENTS

DIVISION 1 – GENERAL PROVISIONS

Section 101 - Definitions of Terms

Pages

I General Definitions 4 - 6

Section 102 - Bidding Requirements and Conditions

I Invitation for Bids 7 - 8
 II Instructions to Bidders 8 - 15
 III Bid Form 16 - 20
 IV Bid Bond 21
 V Questionnaire 22 - 26
 VI Certification Regarding Debarment 27
 VII Certification of Compliance with Immigration Laws & Regs 28 - 29

Section 103 - Award and Execution of Agreement

I Award and Execution of Agreement 30 - 32
 II Notice of Award 33
 III Agreement 34 - 38
 IV Performance Bond 39 - 40
 V Payment Bond 41 - 42
 VI Notice to Proceed 43

Section 104 - Scope of Work

I Intent of Agreement 44
 II Amending and Supplementing Contract Documents 44
 III Explorations 44
 IV Site Security 44
 V Clean-up, Disposal and Restoration 44

Section 105 - Control of Work

I Reuse of Contract Documents 45
 II Copies of Contract Documents 45
 III Contract Documents 45
 IV Shop Drawings and Submittals 45 - 47
 V Access to Project 47
 VI Working Hours 47 - 48
 VII Project Coordination 48
 VIII Supervision 48
 IX Removal of Unacceptable Work 49
 X Substantial Completion 49
 XI Final Inspection 49 - 50
 XII Claims 50 - 51
 XIII Engineer's Status 51 - 52

Section 106 - Control of Material

I	Tests and Inspections	53
II	Labor, Materials and Equipment	53
III	Work by Owner	53

Section 107 - Legal Relations and Responsibility to the Public

I	Permits and Regulations	54
II	Protection of Work, Property & Persons	54 - 55
III	Environmental Stipulations	55 - 56
IV	Temporary Facilities	56
V	Emergencies	56
VI	Warranty and Guarantee	56
VII	No Waiver of Legal Rights	57

Section 108 - Prosecution and Progress of Work

I	Patent Fees and Royalties	58
II	Taxes	58
III	Notice to Proceed	58
IV	Pre-Construction Conference	58
V	Construction Progress Schedule	58 - 59
VI	Subcontracts	59
VII	Commencement and Prosecution of Work	59 - 60
VIII	Suspension of Work	60
IX	Termination of Agreement	60 - 62
X	Liquidated Damages	63 - 64
XI	Separate Contracts by Owner	64
XII	Indemnification	64 - 65

Section 109 - Measurement and Payment

I	Measurement and Payment Procedures	66 - 71
II	Change Orders and Field Orders	71 - 73
III	Change Order	74
IV	Application for Payment	75
V	Affidavit of Payment of Claims	76
VI	Statement of Surety Company	77
VII	Contractor's Release	78

DIVISION 2 – TECHNICAL PROVISIONS

I	General	80
II	Doors	80
III	Door Frames	80
IV	Door Levers / Locks	80
V	Light Fixtures	80 - 81
VI	Kitchen & Conference Room Cabinets	81
VII	Kitchen, Service Counter & Conference Room Countertops	81
VIII	Ceiling Tile	81
XI	Outlets	81
X	Light Switches	81 - 82
XI	Data Jacks	82
XII	Owner Supplied Materials	82

SECTION 101**DEFINITIONS OF TERMS****I. GENERAL DEFINITIONS**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- 1.1 *Addenda* - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bid Documents or the Contract Documents.
- 1.2 *Agreement* - The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 *Application for Payment* - The form provided in the Contract Documents which is to be used by the Contractor in requesting progress and final payments and which is to include such supporting documentation as is required by the Contract Documents.
- 1.4 *Bid* - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.5 *Bid Documents* - Documentation issued prior to the bid date, including documentation accompanying the Bid (Drawings, Project Manual, Specifications, Addenda, and Special Provisions) and any post-Bid documentation submitted prior to the Notice of Award.
- 1.6 *Bidder* - Any person, firm or corporation submitting a Bid for the Work.
- 1.7 *Bonds* - Performance and Payment Bonds furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.8 *Bid Security* - Bid Bonds and other instruments of surety, furnished by the Contractor or the Contractor's surety in accordance with the Contract Documents.
- 1.9 *Change Order* - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents that authorizes an adjustment in the Contract Price and/or Contract Time; issued on or after the Effective Date of the Agreement.
- 1.10 *Completion Date* - The date specified in the Notice to Proceed for final completion of the Work.
- 1.11 *Contract Documents* - The Agreement, including the Bid Documents, Notice of Award, Notice to Proceed, Field Orders, Change Orders, and modifications.
- 1.12 *Contract Price* - The total monies payable to the Contractor under the terms and conditions of the Agreement.
- 1.13 *Contract Time* - The number of calendar days stated in the Agreement for the completion of the Work. Calendar days shall be understood to be consecutive.
- 1.14 *Contractor* - The person, firm or corporation with whom the Owner has executed the Agreement.

- 1.15 *Day* - A calendar day of twenty-four hours measured from midnight to the next midnight. Calendar days shall be understood to be consecutive.
- 1.16 *Defective* - An adjective, which when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's acceptance.
- 1.17 *Drawings* - The plans that show the character and scope of the Work to be performed.
- 1.18 *Effective Date of the Agreement* - The date indicated in the introductory paragraph of the Agreement.
- 1.19 *Engineer* - The person, firm or corporation named as such in the Agreement. In the event the Owner should not require the services of the Engineer, then the powers, duties, and responsibilities conferred in the Contract Documents to the Engineer shall be construed to be those of the Owner.
- 1.20 *Field Order* - A verbal or written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer or Owner to the Contractor during construction.
- 1.21 *Final Completion* - All work, including punch list items noted at the final inspection, is complete to the satisfaction of the Owner.
- 1.22 *Laws and Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- 1.23 *Liens* - Liens, charges, security interests or encumbrances upon real or personal property.
- 1.24 *May* - The term "may" is permissive.
- 1.25 *Notice* - All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the Contract Documents. Any written notice by either party to the Agreement shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the Agreement, or to his, their, or its authorized agent, representative or officer, or when enclosed in a postage envelope addressed to such last known business address and deposited in a United States mailbox. Notice shall be deemed received within 3 business days of U.S. Mail Service postmark date. Unless either party shall advise the other in writing to the contrary, the addresses of the parties set out in the Agreement shall be deemed to be valid for the purposes of the delivery of any Notice.
- 1.26 *Notice of Award* - A written notice by the Owner to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified, the Owner will sign and deliver the Agreement.
- 1.27 *Notice to Proceed* - A written notice given by the Owner to the Contractor (with a copy to the Engineer, if appropriate) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Agreement.
- 1.28 *Owner* - The County of York, Virginia.
- 1.29 *Owner's Representative* - The person, firm or corporation named by the Owner to act as the Owner's agent.
- 1.30 *Partial Utilization* - Use by the Owner of a substantially completed part of the Work for the purpose

- for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.31 *Project* - The entire Work as described in the Contract Documents, including Work that is necessary and incidental to the furnishing of all materials, services, equipment, labor and supplies required to install, perform, and complete all items of Work in accordance with Contract Documents
- 1.32 *Reference Standards* - Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time the Project was advertised, unless specifically referred to by edition, volume, or date.
- 1.33 *Responsible Bidder* - A person or firm who, in the sole opinion of the Owner, has the capability in all respects, to fully perform the contractual requirements as well as the moral and business integrity and reliability to assure good faith performance.
- 1.34 *Responsive Bidder* - A person or firm who has submitted a bid that conforms in all material respects to the Bid Documents.
- 1.35 *Resident Project Representative* - The authorized representative of the Engineer or Owner who is assigned to the Project or any part thereof.
- 1.36 *Shall* - The term "shall" is mandatory.
- 1.37 *Shop Drawings* - All drawings, diagrams, illustrations, schedules, specified design related submittals, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.38 *Specifications* - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.39 *Standard Details* - Drawings explanatory of another drawing, indicating in detail and at a larger scale, the design, location, composition and correlation of elements and materials.
- 1.40 *Subcontractor* - A person, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.41 *Substantial Completion* - That date certified by the Owner when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, including completion of all tests, so that the Project or specified part can be utilized for the purpose for which it is intended.
- 1.42 *Successful Bidder* - The lowest, responsible and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award.
- 1.43 *Supplier* - Any person or organization that supplies materials or equipment for the Work, including that fabricated to a special design.
- 1.44 *Work* - All labor, materials, equipment, transportation, supervision, or other facilities, duties or incidentals necessary for execution and completion of the Project in compliance with the Contract Documents.

End of Section

SECTION 102**BIDDING REQUIREMENTS AND CONDITIONS****I. INVITATION FOR BIDS (IFB No. 2024)**

PROJECT: Community Services – Building Upgrade
LOCATION: 224 Ballard Street, Yorktown, VA 23690
DATE: November 30, 2016

The County of York, Virginia will receive sealed Bids for the above titled Project at the office of Central Purchasing, located at 120 Alexander Hamilton Boulevard, Yorktown, Virginia, 23690 until 10:00 a.m. local time on January 5, 2017 at which time the Bids will be publicly opened and read aloud. Any Bids received after the specified time and date will not be considered.

The Work under this Project consists of renovation and upgrade of the Community Services wing of the York County Administration Building, located at 224 Ballard Street, Yorktown, VA 23690. The following is a summary description of the project:

Contractor to furnish all materials except for Owner furnished materials (see Technical Provisions XI at the end of this document), labor, tools, equipment, etc., to complete the project in accordance with the drawings and specifications. Contractor must coordinate with Owner and Owner's sub-contractors during the Project, (see items 14 and 15 in list below for examples). Contractor will have **45** calendar days to complete the Work. Contractor will be given additional time if, in the Owner's opinion, the Contractor is delayed by Owner's sub-contractors. The following is a general listing of the major items of work. This list is not intended to identify every aspect of the Project, nor is it necessarily in chronologic order. Reference is made to the drawings and specifications for a more complete description of the Work.

1. Demolish and dispose of existing suspended ceiling, original ceiling above suspended ceiling and accessories.
2. Demolish and dispose of all existing power and data wiring.
3. Demolish and dispose of existing HVAC components, including: the duct work to within three feet of roof top units (RTU); dampers; grills; and registers. The smoke detectors located in the existing duct work and the two thermostats which control the existing RTUs along with the control wiring to the detectors and thermostats shall not be demolished (see plans for further directions).
4. Demolish and dispose of existing walls as noted on plans.
5. Disconnect plumbing, demolish and dispose of existing kitchen cabinets and countertop.
6. Demolish and dispose of existing floor coverings.
7. Repair sub-floor as needed to accept new carpet (carpet to be installed by others).
8. Construct new wood stud walls per proposed floor plan.
9. Rough-In electrical wiring and install conduit for Data Jacks per proposed plans.
10. Replace existing electrical panels with new Owner-provided electrical panel.
11. Install and finish drywall on new walls (walls shall be ready for painting by others).
12. Patch or repair existing drywall to remain (walls shall be ready for painting by others).
13. Install new doors, frames and hardware.
14. Install new suspended ceiling grid per proposed plan. (HVAC main trunk lines must be installed "by others" prior to ceiling grid installation).
15. Install new ceiling tiles and insulation after the HVAC, Fire Alarm and Data contractors have completed their work in and above the ceiling grid. (HVAC, Fire Alarm & Data installed by others).
16. Install new LED light fixtures.
17. Install electrical outlets, switches, controls, and other electrical components, and connect home runs into new electrical panel.
18. Install new sink, cabinets and countertops. Reconnect plumbing to new sink.

19. Construct new service counter at front end of hallway.
20. HVAC, Fire Alarm, Data wiring, Carpet Installation and Painting are to be completed by others. All other work associated with the demolition, wall construction, electrical wiring, drywall, cabinets and countertops, suspended ceiling and insulation are included in this project even if not specifically called out.

ASBESTOS CONTAINING MATERIALS: Owner had the building sampled for asbestos in 1991. Prior to the building being renovated in 2000, Owner had asbestos materials found during the examination of 1991 abated. Therefore, Owner believes that the facility is currently free of asbestos. Should the Contractor locate or suspect any existing materials discovered during the course of this work to contain asbestos, Contractor shall immediately cease work and notify Owner. Attachment "A" located at the end of this document contains additional information on the findings and abatement in 1991 and 2000.

Bid Documents may be examined at the offices of York County Department of Public Works, located at 105 Service Drive, Yorktown, Virginia, 23692.

Bid Documents may be obtained from the office of Central Purchasing upon a non-refundable payment of \$5.00 for each set of documents. Neither the Owner nor any of its representatives shall be responsible for full or partial sets of Contract Documents, including addenda, obtained from any other source. Requests for Bid Documents to be mailed to the Bidder shall be made in writing and accompanied by a non-refundable check in the amount of \$20.00. Checks shall be made payable to Treasurer, County of York.

Bid Security in the amount of five percent (5 %) of the Bid shall be submitted with each Bid.

A PRE-BID CONFERENCE will be held on, Tuesday, December 13, 2016 at 10:00 a.m. Local Time at the York County Administration Building, 224 Ballard Street, Yorktown, Virginia, 23690.

Contractor registration in accordance with Title 2.2 Chapter 43, Code of Virginia is required. The Bidder shall include in its Bid the following notation: "Licensed Virginia Contractor No. _____."

Withdrawal of Bids due to error shall be subject to and in accordance with Section 2.2-4330, method (i), of the Code of Virginia and the Contract Documents.

The Owner reserves the right to waive minor non-substantive errors in the Bid, to reject any/or all Bids, to award any Bid in whole or in part and award the Bid considered to be in the best interest of the Owner. The Owner also reserves the right to negotiate with the lowest responsive, responsible Bidder should Bid exceed available funds.

The County of York, Virginia does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, faith-based organizations, color, national origin, age, disability or any other basis prohibited by state or federal law.

By: T. W. Sawyer, CPPO
Central Purchasing
County of York, Virginia

II. INSTRUCTIONS TO BIDDERS

1. Bid Documents

- 1.1. Complete sets of Bid Documents shall be used in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

- 1.2. The Owner, in making copies of the Bid Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer or license or grant permission for any other use.
- 1.3. The Drawings for this Project titled COMMUNITY SERVICES – BUILDING UPGRADE, prepared by York County Engineering and dated 11/30/2016, are defined as follows:

T-1	Title Sheet
A-1	Existing Floor Plan
A-2	Demolition Plan
A-3	Proposed Floor Plan
A-4	Reflective Ceiling Plan
A-5	Details
E-1	Outlet & Data Jack Plan
E-2	Lighting Plan
M-1	HVAC Supply Duct Plan
M-2	HVAC Return Duct Plan

2. Examination of Contract Documents and Project Site.

- 2.1. It is the responsibility of each Bidder before submitting a Bid:
 - A. to examine thoroughly the Bid Documents;
 - B. to visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - C. to study and carefully correlate the Bidder's knowledge and observations with the Bid Documents and such other related data; and,
 - D. to promptly notify the Owner of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or field/site conditions.

3. Interpretations and Addenda.

- 3.1. No oral explanation in regard to the meaning of the Contract Documents will be made, and no oral instructions will be given before the award of the Work. Discrepancies, omissions or doubts as to the meaning of the Contract Documents shall be communicated in writing to the Buyer whose name is listed on the project acknowledgement page (page 1 of this solicitation) for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their Bids. Any interpretation made will be in the form of an addendum to the Contract Documents, which will be forwarded to all known Bidders, and its receipt shall be acknowledged on the Bid Form. All questions shall be received no later than three days prior to the date for opening of Bids.
- 3.2. Addenda may also be issued to modify the Contract Documents.

4. Bid Security.

- 4.1. Each bid shall be accompanied by a Bidder's bond issued by a company authorized and licensed to transact business as surety in the Commonwealth of Virginia, a certified check, or cash escrow, in an amount equal to not less than five (5) percent of the total amount of the bid, made payable to the County of York, Virginia. Upon approval of the Owner's attorney, in accordance with Section 2.2-

4338, Code of Virginia, 1950, as amended, and section 3-8 of the York County Purchasing Policy, a Bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds for the amount required for the Bid Security. The Bid Security shall be accompanied by a certified copy of the power of attorney for the surety attorney-in-fact. Said bid security shall be left with the Owner, subject to the conditions specified herein, as a guarantee of good faith on the part of the Bidder that if the bid is accepted, the Bidder shall execute the contract.

- 4.2. The Bid Security shall be returned to all except the three (3) lowest Bidders within ten (10) days after the date of Bid opening. The Bid Security will be returned to the three (3) lowest Bidders within five (5) days after the execution of an Agreement and Performance and Payment Bonds and Certificates of Insurance have been approved by the Owner. None of the three (3) lowest Bids shall be deemed rejected, notwithstanding acceptance of one of the Bids, until the Agreement has been executed by both the Owner and the Successful Bidder.

5. Liquidated Damages.

- 5.1. Provisions for liquidated damages are set forth in Section 108, X and in Section 102, III (Bid Form).

6. Preparation of Bid.

- 6.1. All blanks on the Bid Form shall be completed in ink.
- 6.2. Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 6.3. Bids by unincorporated organizations shall be executed in the organization's name and signed by an individual having authority to enter into a contract on behalf of such organization, whose title shall appear under the signature and the official address of the organization shall be shown below the signature. For example, if such organization is a Limited Liability Company, the Bid shall be signed by its manager, if any, or by a member if a member-managed company, or if such organization is a Limited Partnership, the Bid shall be signed by a general partner.
- 6.4. All names shall be typed or printed in ink below the signature. All names shall be the legal name of the corporation, unincorporated organization and/or individual.
- 6.5. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form, or the signed/acknowledged Addenda itself).
- 6.6. The address, telephone number, e-mail address and fax number for communications regarding the Bid shall be provided.
- 6.7. It is understood and agreed that, in the event an Agreement is executed for the supplies, equipment or services included in the Bid, no indication of such sales or services to the Owner shall be used in any way in product literature or advertising without the written consent of the Owner.

7. Quantities and Unit Prices.

- 7.1. The Owner reserves the right to increase or decrease the amount of any class or portion of the Work. No such change in the Work shall be considered as a waiver of any condition of the Agreement nor shall such change invalidate any of the provisions thereof. Payment will be made at the unit or lump

sum prices under the Agreement only for the work actually performed or materials furnished and accepted.

- 7.2 Bidders shall include in their Bid prices the entire cost of each item set forth in the Bid, and it is understood and agreed that there is included in each lump sum or unit price bid item the entire cost necessary or incidental to the completion of that portion of the work, unless such incidental work is expressly included in other lump sum or unit price bid items.

8. General Equipment or Material Specification.

- 8.1. When the Bid Documents specify one or more manufacturer's brand names or makes of materials, devices or equipment as indicating a quality, style, appearance or performance, with the statement "or equal," the Bidder shall base the Bid on either one of the specified brands or an alternate brand which the Bidder intends to substitute. Use of an alternate shall not be permitted unless it has been found to be equal or better by the Owner and at no additional cost to the Owner.
- 8.2. The burden of proof as to the comparative quality and suitability of alternative equipment, articles or materials shall be upon the Bidder. The Bidder shall furnish at its own expense, such information relating thereto as may be required by the Owner. The Owner shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles or materials and the Owner's decisions shall be final. Any other brand, make or material, device or equipment which, in the opinion of the Owner is recognized to be the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be accepted. In the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Engineer or Owner. Samples, if requested by the Bidder, may be returned at the Bidder's expense.
- 8.3. If in the sole discretion of the Owner an item proposed by the Contractor does not qualify as an "or-equal" item it may be considered as a proposed substitute item. The Contractor shall furnish the Owner any such information as the Owner may request to evaluate the substitute item to include estimates of costs or credits, redesign, claims or schedule impacts, warranty or maintenance issues or payment of any license or royalty that could directly or indirectly result from acceptance of the substitute. Any cost or time impacts to the project schedule caused by the Contractor's submission of a substitute shall be borne by the Contractor. Any costs incurred by the Owner or by the Owner's Engineer in reviewing the suitability of the substitute item shall be borne by the Contractor. The Owner may refuse to accept a substitute unless an acceptable adjustment in the contract price is offered by the Contractor.

9. Proprietary Material and Equipment Specification.

- 9.1 Where any item of equipment or material is specified by proprietary name, trade name, catalog reference, or name of one or more manufacturers, without the addition of such expressions as "or equal," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of the Specifications. This specific equipment shall form the basis of the Bid and be furnished under the Agreement. Where two or more items of equipment or material are named, the Contractor has the option to use either.

10. Submission of Bids.

- 10.1. Bids shall be submitted at the time and place indicated in the Invitation for Bids and shall be sealed and marked with the IFB number, Project title, and name and address of the Bidder, and accompanied by the bid guarantee and other required documents. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the Bid Form will be considered in

- determining the final Bid amount. It will be the responsibility of Bidder to see that its bid is in the Purchasing Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.
- 10.2. When a license is required, the Bidder shall include in its Bid over the Bidder's signature the following notation: "VIRGINIA LICENSED CONTRACTOR NO. _____" (Ref. Title 2.2, Chapter 43, Code of Virginia).
- 10.3. When a license is not so required and a person who is not the holder of a License enters a Bid, such person shall include in its Bid over the Bidder's signature the following notation: "LICENSING NOT REQUIRED UNDER VIRGINIA STATE CODE."
- 10.4. The Contractor shall complete and submit the Debarment Certification form. A copy of the form is included in Section 102, VI in this Section.
- 10.5. The Contractor shall complete and submit the Certificate of Compliance with Immigration Laws and Regulations form. A copy of the form is included in Section 102, VII in this section.
- 10.6. The Contractor shall complete and submit the Non Collusion Affidavit form. A copy of the form is included in Section 102, III.K in this section.

11. Receipt and Opening of Bids.

- 11.1. Bids will be opened publicly at the time and place and under the conditions stated in the Invitation for Bids. The Owner's Representative whose duty it is to open Bids will decide when the specified time has arrived. No responsibility will be attached to any such person for the premature opening of a Bid not properly addressed and identified. It is the responsibility of the Bidder to assure that the Bid is delivered to the designated place of receipt prior to the time set for the receipt of Bids. No Bid received after the time designated for receipt will be considered.
- 11.2. Bids will be opened and read aloud publicly.

12. Bids to Remain Subject to Acceptance.

- 12.1. All Bids shall remain subject to acceptance for 90 Days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date, or extend the acceptance period an additional 90 days with the consent of the apparent low bidder and surety.

13. Withdrawal of Bids.

- 13.1. Withdrawal of Bids filed with the Owner may be made only by a representative of the firm submitting the Bid, who shall appear in person prior to the deadline designated in the advertisement for receipt of Bids. Such representative shall furnish satisfactory identification and proof that they are authorized to withdraw the Bid. Telephone, e-mail, or facsimile notices will not be considered. Additions and/or deletions marked on the outside of the Bid envelope will not be considered.
- 13.2. In accordance with Section 2.2-4330(A)(i) of the Code of Virginia, as amended, if the Bid price was substantially lower than the other Bids solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original

work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn and provided further the Bidder shall give notice in writing of his claim of right to withdraw within two (2) business days after the Bid opening, then the Bid may be withdrawn. The Bidder shall, within the following two (2) business days provide the subjective data required in this section to satisfy the Owner's representative that the grounds for such withdrawal do exist.

- 13.3 Should the Bidder refuse to enter into the Agreement after notification of award, the Bid Security shall be forfeited.
- 13.4 No Bid may be withdrawn under this section when the result would be the awarding of the Agreement on another Bid to the same Bidder or to another Bidder in which the ownership of the withdrawing Bidder is more than five percent.
- 13.5 If a Bid is withdrawn under the authority of this section, the remaining Bids shall be evaluated to determine the lowest responsive and responsible Bidder.
- 13.6 No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted.
- 13.7 If withdrawal of any Bid is denied, the Bidder shall be notified in writing stating the reasons for this decision. Any Bidder who desires to appeal a decision denying withdrawal of Bid shall, as sole remedy, institute legal action provided by Section 2.2-4358 and Section 2.2-4364(B), Code of Virginia, 1950, as amended.

14. Evaluation of Bids.

- 14.1. In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, unit and lump sum prices, and additive/alternate bid items if requested in the Bid Form.
- 14.2. The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work for which the identity of Subcontractors and other persons and organizations shall be submitted as specified in the Bid Documents.
- 14.3. The Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Bid Documents to the Owner's satisfaction within the prescribed time.
- 14.4. Bids will be based upon the estimated quantities shown in the Bid Form. Bids will be compared on the basis of a total computed price; arrived at by taking the sum of the estimated quantities of each Bid Item, multiplied by the corresponding unit price bid, and any lump sum Bids on the individual items. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words. The right to reject any or all Bids or to accept any Bid considered of advantage to the Owner is reserved.
- 14.5 Unless all Bids are canceled or rejected, the Owner reserves the right granted by Section 2.2-4318 of the Code of Virginia and the County of York Purchasing Policy procurement code section 3-15 to negotiate with the lowest responsible, responsive Bidder to obtain a Contract Price within the funds budgeted for the construction project. Negotiations with the lowest Bidder may include both

modification of the Contract Price and but not the Scope of Work/Specifications to be performed. The Owner shall initiate such negotiations by Written Notice to the lowest responsible, responsive Bidder that its Bid exceeds the available funds and that the Owner wishes to negotiate a lower Contract Price. The Owner and the lowest responsive, responsible Bidder shall agree to the times, places, and manner of negotiations.

14.6 The acceptance of a Bid will be a notice in writing, signed by the Owner, and no other act shall constitute the acceptance of a Bid.

14.7 The Owner reserves the right to waive minor non-substantive errors in the Bid, to reject any/or all Bids, to award any Bid in whole or in part, and to award the Bid considered to be in the best interest of the Owner.

15. Qualifications of Bidders and Subcontractors.

15.1 In order to qualify for the work of this project, Contractor must be licensed in Virginia as a Class-A General Contractor and shall have been in this business for a minimum of three full years. Contractor must have performed a minimum of five projects of similar scope and scale to this project within the past three years.

15.2 The Contractor's Questionnaire is included in the Bid Documents and shall be submitted with the bid. This information will assist the Owner in investigations and determination of the Contractor's qualifications to perform the Work.

15.3 To demonstrate their qualification to perform the Work, each Bidder shall be prepared to submit further written satisfactory evidence that the Bidder has sufficient experience, necessary capital, materials, machinery and skilled workers to complete the Work. If financial statements are required they shall be of such date as the Owner shall determine and shall be prepared on forms acceptable to the Owner. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work. The Owner's decision or judgment on these matters shall be final, conclusive and binding.

15.4 The apparent low Bidder shall, within seven consecutive calendar days after the day of the Bid opening, submit to the Owner a list of all Subcontractors who will be performing work on the Agreement. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of experience and qualification for each such Subcontractor, person and organization. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, the Owner may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. For any Subcontractors, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award, it will be deemed the Owner has no objection.

15.5 By submitting their Bid, Bidders certify that they are not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

15.6 If the Bidder is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, the Bidder must be authorized to transact business in the Commonwealth as a domestic or foreign entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The Bidder shall include the identification number issued by the State Corporation Commission on the

Bid form or describe why the Bidder is not required to be so authorized. Any Bidder failing to do so shall not be awarded the Contract unless the Owner issues a waiver of this requirement and administrative policies and procedures are established by the locality. If the Bidder allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed as an act of default enabling the Owner to all remedies for default, including but not limited to revocation of this Agreement.

16. Sham or Collusive Bids.

- 16.1 The Bids of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one Bid in such a manner as to make it appear that the Bids submitted are on a competitive basis from different parties shall be considered a collusive Bidder.
- 16.2 The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Owner. By submitting their Bids, all Bidders certify that their Bids are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Bidder, Supplier, manufacturer or subcontractor in connection with their Bid, and they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

17. Time of Essence

- 17.1 As the provisions hereof relating to the time for performance and completion of the Work are for the purpose of enabling the Owner to proceed with the construction of public improvements in accordance with pre-planned programs, such provisions are of the essence.

18. Immigration Reform and Control Act of 1986

- 18.1 By submitting their proposal, Bidders/offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- 18.2 All Bidders must submit a completed Certification of Compliance with Immigration Laws and Regulations form (See Section 102.VII) with their Bid.

III. BID FORM

Bids to be opened:	Time 10:00 a.m., Thursday, January 5, 2016
Work to be Completed in:	Final Completion 45 days from Notice to Proceed.
Liquidated Damages:	\$500.00 per calendar day after time for Final Completion has expired.
Performance Bond:	100%
Payment Bond:	100%
Bid Security:	5%

To: County of York, Virginia
Office of Central Purchasing
120 Alexander Hamilton Boulevard
PO Box 532
Yorktown, Virginia, 23690
IFB No. 2024
COMMUNITY SERVICES – BUILDING UPGRADE

A. BID PRICE

LUMP SUM BID

In compliance with the Bid Documents, titled Community Services Building Upgrade, and all Addenda issued to date, all of which are part of this Bid, the undersigned hereby proposes to furnish all items including materials, supervision, labor and equipment in strict accordance with Contract Documents to perform all work described and required for the sum of:

LUMP SUM BID PRICE:

(\$ _____) _____
In Words

B. ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.

Addendum No. _____ Dated: _____.

C. We agree to enter into an Agreement with the County of York, Virginia within ten (10) days of the award of same to us for the price named in our Bid.

D. It is expressly agreed by us that the County of York, Virginia shall have the right to reject any and all Bids and to waive any minor non-substantive errors in the Bid and accept the Bid in the County of York’s best interests.

E. In default of the performance on our part of the conditions of Bid, our failure to enter into an Agreement with the County of York, Virginia, within the time above set, we herewith furnish a Bid

Security in the amount of \$_____, which shall be absolutely forfeited to the County of York, Virginia, but otherwise the said Bid Security shall be returned.

- F. We agree to begin Work at any time we may be notified by the Owner, and complete all of the Work embraced in the Agreement within the time allotted in the bid form from the date of issuance of a Notice to Proceed.;
- G. The undersigned has read all sections under "Instructions to Bidders."

By signing, each signatory acknowledges any strike-throughs contained herein, unless hand-written.

I. CONTRACTOR'S REGISTRATION, SCC NUMBER AND SIGNATURE

Registered Virginia Contractor Class and No. _____

Registration Expires _____

State Corporation Commission (SCC) Number _____

(NOTE: FAILURE TO INCLUDE CONTRACTOR'S REGISTRATION and SCC NUMBER ARE GROUNDS FOR REJECTION OF THE BID.)

Contractor _____ Signed _____

Date _____ Title _____

NOTE: If Bidder is a corporation, write state of incorporation under signature.

MAILING ADDRESS AND TELEPHONE/E-Mail/FAX NUMBER OF BIDDER:

() [Telephone] E-mail _____; FAX _____

IF CORPORATION, PROVIDE NAME AND MAILING ADDRESS AS REQUIRED BELOW.

PRESIDENT	SECRETARY	TREASURER
_____	_____	_____

IF PARTNERSHIP, PROPRIETORSHIP, LIMITED LIABILITY COMPANY OR OTHER FIRM, PROVIDE NAME AND MAILING ADDRESS OF EACH PARTNER, PROPRIETOR, OR MEMBER OF FIRM.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

J. NON COLLUSION AFFIDAVIT

County of York, Virginia project:

Bid Date: _____2016__

COMMONWEALTH OF VIRGINIA
(City/County)

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid,

_____ who having been first duly sworn according to law, did depose and aver as follows:

- (a) That he/she is _____
(Owner, Partner, President, etc.)
of _____
(insert name of Bidder)
- (b) That he/she is personally familiar with the Bid of _____
(Insert Company Name)
submitted in connection with the above captioned Owner's project.
- (c) That said Bid was formulated and submitted in good faith as the true bid of said Bidder.
1. In preparation and submission of this Bid, the Bidder did not either directly or indirectly, enter into any combination or agreement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman act (15 U.S.C. Section 1) or sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
 2. The undersigned Bidder hereby certifies that neither this Bid nor any claim resulting therefrom, is the result of, or affected by, any act of collusion with, or any act of another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for or employed by the Owner has any personal interest in this Bid.
 3. The undersigned hereby further agrees that upon request of the Owner, the records and books pertaining to this Bid will be voluntarily supplied, furnished, and released to the Owner.
 4. The undersigned hereby further certifies that the Bidder has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with this bid. The undersigned also certifies that the Bidder has not made any false, fictitious or fraudulent statements or representations or made or used any false writing or documents knowing the same to contain any false, fictitious or fraudulent statement or entry in connection with this Bid.
 5. The undersigned further agrees that the Bidder will comply with section 2.2-4374 of the Code of Virginia, 1950, as amended, and has not bought or purchased any equipment from any person employed by the Owner as an independent contractor to furnish architectural or engineering services for this Project, nor from any

partnership, association or corporation in which such architect or engineer has a pecuniary interest.

- 6. The undersigned further agrees to inform and require compliance by the following persons and entities with this anti-collusion statement as a condition of payment: all subcontractors, consultants, subconsultants, or any person, corporation, or legal entities that provide or furnish labor, material, equipment, or work related to this project.
- 7. All Covenants and Agreements made by the Contractor are made by it on behalf of the Contractor and its successors, personal representatives and assigns, the same as if they had been specifically named in each instance.

And further this deponent saith not.

Name of Company/Bidder

Title (Owner, Partner, President)

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____, 20____

Notary Public

IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto County of York, Virginia as OWNER in the penal sum of _____ (Five Percent) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for the Community Services Building Upgrade, IFB No. 2024.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver an Agreement in the Form of Agreement attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal

Surety

By: _____
Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS shall appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Virginia.

V. QUESTIONNAIRE (IFB No. 2024)

The following questions shall be answered in full by the Bidder, and returned with the Bid Form.

- 1. Name of Company: _____
 Trade Name (if different from Company Name): _____
 Principal Office Address: _____

 Telephone No(s): _____
 Fax No(s): _____

a. If a Corporation, answer the following:

When Incorporated: _____

In What State: _____

Names and Addresses of Directors: _____

Names and Addresses of Shareholders: _____

b. If an Unincorporated Organization, answer the following:

Date of Organization: _____

Names and Addresses of Owners or Members: _____

Type and State of Organization: _____

c. If a Partnership, state whether Partnership is General or Limited: _____

Names and Addresses of Owners or Partners:

2. a. How many years has this Bidder been in business as a Contractor under its present business name? _____

b. What are prior names of this Bidder, if any? _____

3. How many years' experience in this type of construction work has this Bidder had:

1) As a Contractor _____ 2) As a Subcontractor _____

4. Provide a list of uncompleted Contracts at present held by this Bidder (attach supplemental sheet if necessary):

Contract	Type of Work	Amount	Percentage Completed

5. List the Bidder's crew foremen and supervisors proposed for this Project and their years of related experience:

Name	Years of Experience	Dates of Employment with Bidder

6. What construction equipment does this Bidder own that is available for the proposed work (attach supplemental sheet if necessary)?

7. Does this Bidder plan to subcontract any part of this work? If so, list name, address, years of experience, and type and amount of work to be performed by each subcontractor:

8. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this Bidder during the past three years (attach supplemental sheet if necessary).

(The term "completed" means accepted and final payment received from the Owner or authorized representative).

Location & Type of Work	Owner's Name/ Address	Contact Person (Name and Telephone)	Date Completed	Contract Price

9. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under 8, this question need not be completed).

10. a. Has this Bidder ever failed to complete any work awarded to it? _____ If yes, give name of Owner, name of Bonding Company and circumstances:

b. Is this Bidder debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county?

Yes _____ No _____ If yes, please provide details: _____

c. Has this Bidder ever had any judgments entered against it for the breach of contract for construction? _____ If yes, please provide details: _____

d. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if necessary).

11. State approximate largest dollar volume of work performed by this Bidder in one year:

12. Give two (2) Banking Institution References:

a. Name: _____

Address: _____

Credit Available: _____

b. Name: _____

Address: _____

Credit Available: _____

13. List three material suppliers and amount of credit available:

14. List insurance coverage and amount (or attach certificate of insurance):

Liability-Property

Liability-Personal Injury

Vehicle and Equipment

Other - Identify

15. Bonding reference - List surety company and highest coverage:

16. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Bid Documents?

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the Owner in verification of this statement of Contractor's qualifications. Also, if it is the apparent low Bidder, the undersigned hereby agrees to furnish the Owner upon request, a complete and current financial statement:

Contractor: _____

By: _____
(printed name)

By: _____
(signature)

Title: _____ Date: _____

VI. CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official (printed)

Name of Official (signature)

Title

Firm or Corporation

Date

VII. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section _____ of the _____ City/County Code requires that any person or entity doing business with the City/County of _____, including its boards and commissions, shall include a sworn certification by the Contractor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City/County of _____ or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor: *(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)*

Type of Business Entity:

Sole proprietorship *(Provide full name and address of owner):*

Limited Partnership *(Provide full name and address of all partners):*

General Partnership *(Provide full name and address of all partners):*

Limited Liability Company *(Provide full name and address of all managing members):*

Corporation *(Provide full name and address of all officers):*

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees:

Are all Employees Who Work in the United States Eligible for Employment in the United States?

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 201_ on behalf of _____ as evidenced

by the following signature and seal:

Name of Contractor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____.

Notary Public

Registration No.: _____

My commission expires: _____

End of Section

SECTION 103**AWARD AND EXECUTION OF AGREEMENT****I. AWARD AND EXECUTION OF AGREEMENT****1. Notice of Award.**

- 1.1. A Notice of Award will be issued by the Owner, or the Bids rejected as soon as reasonably possible, but no later than 90 Days after the date of the opening of Bids. The Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date, or extend the acceptance period an additional 90 days with the consent of the apparent low bidder and surety.
- 1.2. The Owner reserves the right to waive any informality or technical defects, to reject any and all Bids in whole or in part, and may advertise for new Bids if, in its judgment, the best interests of the Owner will be served.
- 1.3. Bid results are posted on the County of York web page at www.yorkcounty.gov/purchasing.

2. Signing of Agreement.

- 2.1. When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by 4 original copies of the Agreement, with all other written Contract Documents attached. Within 10 Days thereafter the Contractor shall sign and deliver all the original copies of the Agreement and attached documents to the Owner with the required Bid Security and Certificate of Insurance. Within 30 Days thereafter the Owner shall deliver one fully signed copy to the Contractor.
- 2.2. If the Successful Bidder fails to execute the Agreement within the time specified, the amount of Bid Security shall be paid to the Owner. In such case the Owner, at its discretion, may award the Work to the second Successful Bidder, or reject all Bids.

3. Performance and Payment Bonds.

- 3.1. The Successful Bidder shall execute and provide to the Owner, within 10 Days following Notice of Award, Performance and Payment Bonds with surety in an amount equal to 100% of the accepted Bid. The sureties of all Bonds shall be of such surety company or companies as are approved by the Owner and are authorized to transact business in the Commonwealth of Virginia. If the execution is by an attorney-in-fact, a power of attorney evidencing the authority of such attorney shall be attached to the Bond. Such power of attorney shall bear the same date as the Bond to which it is attached.
- 3.2. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws and Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U. S. Treasury Department and licensed to do business in Virginia.
- 3.3. Performance and Payment Bonds shall remain in full force during the warranty period defined in Section 107, VI.

4. Contractor's Insurance.

4.1. The Contractor shall provide and keep in full force and affect during the performance of the Work the kinds and amounts of insurance specified below and shall comply with all other provisions of this Section. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia, and regulated by the Virginia Bureau of Insurance. All premiums and other costs of such insurance shall be paid by the Contractor. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the Work includes the premiums and other such costs of such insurance, and the Owner shall not be responsible therefore. Each insurance policy and certificate of insurance shall be signed by duly authorized representatives of such insurance companies in the State and shall be countersigned by duly authorized agents of such companies. The Contractor shall not be required to furnish the Owner with copies of the insurance contracts required by this Section unless requested from time to time by the Owner; but the Contractor shall provide on forms furnished by the Insurance Company or Owner a Certificate of Insurance issued by such Insurance Companies, in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance; (provided, however, that in no event shall the insurance contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia) and that it will not be canceled unless at least thirty days' prior written Notice to the effect is given to the Owner, anything in such insurance contract to the contrary notwithstanding, and that the insurance contract has been endorsed accordingly.

4.2. The Contractor shall provide the certificate of insurance to the Owner within 10 Days following the Notice of Award.

4.3. Insurance Requirements:

A. The Contractor shall purchase and maintain during the life of this Agreement such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

(1) Workers Compensation and Employers Liability

Coverage A – Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement shall be attached.

(2) Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability - \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Agreement such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any Subcontractors performing Work covered by this Agreement from claims for damages, whether such operations be by him or any Subcontractor, or by anyone directly or indirectly employed by either of them.

- (3) Commercial General Liability Including Contractual and Completed Operations.
Limit of Liability - \$1,000,000 Per Occurrence

- (4) Excess Liability Including Employers Liability, Commercial Auto Liability and Commercial General Liability.
Limit of Liability - \$1,000,000 Per Occurrence
\$3,000,000 Aggregate

- B. The Contractor shall be responsible for securing the Work site and shall assume all risk for vandalism or other damage that may occur, to project components, during construction.

- C. The Owner, its Officers, agents and employees shall be named as an additional insured on the Commercial General Liability, Commercial Auto Liability, and Excess Liability policies, per ISO 2010 on a primary basis. The Contractor shall obtain a waiver of subrogation from its insurers on Worker's Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. Owner's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy

- D. Contingent liability and property damage insurance to protect the Owner (or his employees and agents, including the Engineer) shall be provided by endorsements to general liability or property damage policies. All aforesaid policies shall be endorsed to provide that the insurance company shall notify the Owner if policies are to be terminated or altered during the life of the contract.

- E. The General Liability insurance shall carry a contractual liability endorsement covering the hold harmless agreements contained in the Owner standard contract and the certificates filed with the Owner shall show that the contractual liability coverage has been obtained.

- F. Insurance coverage for personal injury and property damage, including insurance on vehicles and equipment, shall be in the same company.

- G. The Contractor shall also be required to submit to the Owner evidence of insurance coverage or self-insurance for all claims arising under the Worker's Compensation Laws of the State of Virginia.

- H. The Contractor will indemnify and hold harmless the Owner, and the Owner's officers, agents, employees, and other representatives, against any liability, loss or expense (including the loss of use of the Project), due to any act or omission of Contractor or any of their Subcontractors or of any of their respective employees in connection with the Work of the Contractor hereunder or due to any omissions or supervisory acts of the Owner in connection with the Work performed by the Contractor.

II. NOTICE OF AWARD (IFB No. 2024)

TO: _____

PROJECT TITLE: _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids dated _____, 20__, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for the Work in the amount of \$_____.

You are required by the terms of the Bid Documents to fully execute and return _____ copies of the Agreement along with the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within _____ Days from the date of this Notice of Award.

If you fail to execute the Agreement and to furnish said Bonds and Certificate of Insurance within _____ Days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. The notice of award shall not be construed as notice to proceed.

Dated this _____ day of _____, 20__.

OWNER

CONTRACTOR

Owner

Contractor

By: _____
Name

By: _____
Name

Title: _____

Title: _____

III. AGREEMENT (IFB No. 2024)

This AGREEMENT, dated this _____ day of _____, 20____, by and between the County of York, Virginia, hereinafter called the Owner; and _____
(a corporation or an unincorporated organization organized and existing under the laws of the State of _____ or, an individual trading under the above name) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

A. Scope of Work

The Contractor shall perform all required Work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the COMMUNITY SERVICES – BUILDING UPGRADE as set out in York County IFB 2024 all in strict accordance with the Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said Work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

B. Engineer

This Project has been designed by the Engineering Division of the York County Department of Public Works who is hereinafter called the Engineer and who is to act as the Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. In the event the Owner should not require the services of the Engineer for any or all parts of the project, the power, duties, and responsibilities conferred hereto to the Engineer shall be construed to be those of the Owner or its authorized representative.

C. Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of Final Completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations. This warranty shall be in addition to any manufacturer's warranties required.

D. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.

The Contract Price is _____ (\$ _____) based upon unit and/or lump sum prices extended as herein contained.

E. Payments

The Owner will pay the Contract Price to the Contractor in the manner and at such times as set forth in Section 109 of this IFB.

F. Time

The undersigned Contractor agrees to commence Work within 10 Days after the date of Notice to Proceed and further to reach Final Completion of all Work under this Agreement within 45 Days from the date of the Notice to Proceed.

G. Applicable Law/Compliance

(1) Applicable Law

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(2) 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 Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this Agreement prior to the initiation of Work. If the Contractor is a corporation, Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract Work.

(3) Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in the County of York, Virginia.

(4) Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any clean-up activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this Agreement or related activities, shall be paid by the Contractor.

(5) Non-Discrimination/Drug-Free Workplace Provisions

(a) Employment discrimination by Contractor shall be prohibited. During the performance of this Agreement, Contractor agrees as follows:

- (i) 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/consideration reasonably necessary to the normal operation of Contractor. Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
- (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (iv) Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(b) During the performance of this Agreement, Contractor agrees as follows:

- (i) Contractor will provide a drug-free workplace for Contractor's employees.
- (ii) Contractor will 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.
- (iii) Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

- (iv) Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (v) For the purposes of this section, “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.”

H. Liquidated Damages

The damage and loss to the Owner resulting from failure of the Contractor to complete the Work within the time specified in this Agreement, plus any extension of time granted, shall be stipulated in Section 108.X, and Section 102.III, Bid Form. Damage monies may be withheld on partial and final payment to the Contractor. (See Section 102.III Bid Form and Section 108.X for explanation and specified dollar amounts.)

I. Component Parts of the Contract

This Agreement includes all completed components of the Bid and Contract Documents as defined in Section 101 of this IFB.

J. Binding

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

K. Changes to the Agreement

No provision of this Agreement shall be changed, amended, modified, waived, or discharged except as agreed to in writing by the Owner and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and first above written in (_____) counterparts each of which shall for all purposes be deemed an original.

OWNER

CONTRACTOR

Owner

Contractor

By: _____
Name (printed)

By: _____
Name (printed)

By: _____
Name (signature)

By: _____
Name (signature)

Title: _____

Title: _____

Attest: _____

Attest: _____

Address: _____

Address: _____

Contractor's Registration No.: _____

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

[Corporate Seal]

APPROVED AS TO FORM:

County Attorney

IV. PERFORMANCE BOND

Bond No. _____
Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ of _____, hereinafter called the Contractor and _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto _____ as Owner, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, 20____, for _____

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____(Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____(Seal)

Attest

APPROVED AS TO FORM: _____, 20____

OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

V. PAYMENT BOND

Bond No. _____
Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____
_____ of _____
_____ hereinafter called the Contractor and _____ a corporation duly
organized and existing under and by virtue of the laws of the State _____, hereinafter called
the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held
and firmly bound unto _____ as Owner, in the sum
of _____ dollars (\$ _____), lawful money of the United States of America, for
payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and
each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the
Owner dated _____, 20____, for _____

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in
the Agreement, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in
connection with the construction of the Work, and all insurance premiums on the Work, and for all labor
performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise
to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be
performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive notice of
any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____(Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____(Seal)

Attest

APPROVED AS TO FORM: _____, 20_____

OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

VI. NOTICE TO PROCEED

TO: _____ DATE: _____
 _____ PROJECT: _____

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the Work within 45 Days thereafter. The date of Final Completion of all Work is therefore _____, 20____.

Liquidated damages as stipulated in the Bid Form, in the amount of \$ 500.00 per Day for failure to complete the Work by the date for Final Completion, will be assessed by the Owner as stated above or as may be modified by duly executed Change Orders.

OWNER: _____
 BY: _____
 TITLE: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

this the _____ day of
 _____, 20 ____

CONTRACTOR: _____
 BY: _____
 TITLE: _____

End of Section

SECTION 104**SCOPE OF WORK****I. INTENT OF AGREEMENT**

- 1.1. The intent of the Agreement is to provide for completion of the Work specified therein.
- 1.2. If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Owner in writing at once and before proceeding with the Work affected thereby, except in the case of emergency or public safety, shall obtain a written interpretation or clarification from the Owner however, the Contractor shall not be liable to the Owner for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor has actual knowledge thereof or should reasonably have known thereof.

II. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

- 2.1. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by a Change or Field Order pursuant to Section 109 II.

III. EXPLORATIONS

- 3.1. The Contractor shall visit the site of the proposed Work and make such explorations as the Contractor determines to be necessary.

IV. SITE SECURITY

- 4.1. The Contractor shall be responsible for the security and safety of all project facilities including, but not limited to, all equipment, materials, site structures, and construction thereon. All security measures deemed necessary by the Contractor to comply with this requirement shall be at the Contractor's expense at no additional cost to the Owner. The Contractor shall be responsible for all site security until final acceptance of the Work by the Owner.

V. CLEAN-UP, DISPOSAL AND RESTORATION

- 5.1. The Contractor shall maintain the site of the project in an orderly and clean condition and shall at its expense, remove and legally dispose of accumulations of rubbish or refuse materials. Washings from concrete mixers or mixing boxes shall not be deposited directly or indirectly in the drainage or sewer system or on paved streets.
- 5.2. The Contractor shall confine all equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.
- 5.3. The Contractor shall not load nor permit any part of any structure to be loaded with weights, stresses or pressures that will endanger the structure.
- 5.4. Upon completion and before final acceptance of the Work performed under the Agreement, the Contractor shall remove and legally dispose of all rubbish, surplus or discarded materials, false work, forms, temporary structures, field offices, signs, temporary erosion and siltation control measures, and equipment and machinery, and shall leave the site and ground occupied in connection with the performance of the Work in the conditions existing before the Work was started, to the satisfaction of the Owner.

End of Section

<http://www.yorkcounty.gov/purchasing/>

SECTION 105**CONTROL OF WORK****I. REUSE OF CONTRACT DOCUMENTS**

- 1.1. Neither the Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Owner shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or bearing the seal of the Engineer; and, they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Owner and Engineer and specific written verification by the Owner.

II. COPIES OF CONTRACT DOCUMENTS

- 2.1. The Owner will furnish to the Contractor up to five (5) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

III. CONTRACT DOCUMENTS

- 3.1. The Contract Documents will govern the Work set forth therein.
- 3.2. In cases of conflicts, Specifications shall govern over Drawings; figure dimensions shall govern over scaled dimensions; and detailed Drawings shall govern over general Drawings; unless, the interpretation would result in a violation of any law or regulation applicable to the performance of the Work.
- 3.3. The Contractor shall, upon discovering any error, omission, or discrepancy in the Contract Documents, immediately notify the Owner.

IV. SHOP DRAWINGS AND SUBMITTALS

- 4.1. The Contractor shall compile a complete and comprehensive schedule of all the submittals anticipated to be made during the progress of the Work. The schedule shall include a list of each type of item for which the Contractor's drawings, Shop Drawings, material affidavits, material samples, certificates, warranties, guarantees, operations and maintenance manuals, testing and adjustment reports, plans, schedules, or other types of submittals required in the Contract Documents.
- 4.2. Prior to each submittal, the Contractor shall carefully review and coordinate all aspects of each item or sample submitted with any other item or sample being submitted and verify that each item and sample adheres in all respects with the requirements of the Contract Documents.
- 4.3. The Contractor shall certify that all materials used in the Work are in complete compliance with all specified provisions. Certification shall not be construed as relieving the Contractor from its responsibility of furnishing satisfactory materials. At the time of each submission, the Contractor shall in writing call the Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents. By making a submission for approval, the Contractor shall be deemed to have certified that he has checked the items in the shop drawings before submitting them and that he is satisfied that, in their present state, they not only meet the requirements of the Contract Documents, but will present no difficulties in the performance and completion of the Work. The Contractor shall clearly note his approval on the shop drawings prior to submission to the Owner.

1. If it appears to the Owner that the shop drawings submitted by the Contractor have not been properly checked, even though the Contractor's approval has been noted thereon, Owner may return such submission to the Contractor unchecked.
2. Markings, written or otherwise, made by the Contractor or by his suppliers or manufacturers must be made on the Submittal in a color other than red. RED is reserved for the exclusive use of the reviewer in marking Submittals.
- 4.4. The Contractor shall submit two (2) copies, plus the number of copies desired to be returned, of Shop Drawings or submittals that are required by Section 105. Each submission shall be accompanied by letter of transmittal, listing the contents of the submission and identifying each item by reference to specification section or Drawing. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Owner the materials and equipment the Contractor proposes to provide.
- 4.5. The Contractor shall also submit samples to the Owner for review and approval in accordance with the accepted schedule of submittals. Each sample shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as the Owner may require for review. The review of a separate item or sample will not indicate approval of any assembly in which the separate item or sample functions.
- 4.6. The Contractor is responsible for submitting all Shop Drawings and schedules in a timely manner to avoid delaying the Work. The Owner shall within 14 days after receipt, return Shop Drawings and schedules to the Contractor indicating approval or disapproval.
- 4.7. Review and/or approval of Shop Drawings will be for general conformance with the Contract Documents and shall not relieve the Contractor from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not be construed as permitting any departure from the Project requirements, authorization of any increase in price, or approval of departures from additional details or instructions previously furnished by the Owner.
- 4.8. Before submitting each Shop Drawing or sample, the Contractor shall have determined and verified:
 - A. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
 - B. All materials with respect to the intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work; and
 - C. All information relative to the Contractor's sole responsibility in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and progress incident thereto.
- 4.9. The Engineer will review and approve or disapprove or return as incomplete Shop Drawings and samples in accordance with the schedule of submittals submissions accepted by the Engineer. The Engineer's review and approval or disapproval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The Contractor shall make corrections required by the Engineer, and shall return the requested number of copies of Shop Drawings and samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. Upon approval, two marked copies will be returned to the Contractor.

- 4.10. The approval of shop drawings shall not relieve the Contractor from the responsibility for proper fittings and construction of the Work nor from furnishing materials and work required by the Contract which may not be indicated on the shop drawings when approved.
- 4.11. Manufacture's Certificates
- The Contractor shall furnish at the time of submitting shop drawings the manufacturer's certificates for items of equipment and products in the various sections of these Specifications.
 - The manufacturer's warranty and certification submitted for equipment, a product, or component of a product shall indicate that the manufacturer has examined the Contract Documents and the equipment, product or component of a product provided will meet the performance criteria and conforms in all respects to the requirements of the Contract Documents.
 - A statement originating from the Contractor, or any of his Subcontractors, suppliers, or any other agent, which merely indicates that a particular item of equipment, product, or component of a product, meets the requirements of the Contract Documents, shall not be considered a certificate. Any such submittal made in this manner will not be approved and the corresponding equipment, product, or component of a product, shall not be finally accepted.

V. ACCESS TO PROJECT

- 5.1. The Owner, the Owner's Representatives, the Engineer, testing agencies and governmental agencies with jurisdictional interests shall have access to the Project at all times for their observations, inspecting, and testing. The Contractor shall provide proper and safe conditions for such access.

VI. WORKING HOURS

- 6.1. Normal working hours shall be 7:00 a.m. to 5:00 p.m., Monday through Friday, except that Work shall not start any earlier than one-half hour after sunrise or continue beyond one-half hour prior to sunset. If the Contractor desires to perform Work outside the normal working hours, on Holidays, or on weekends, the Contractor shall request permission, in writing, 48-hours in advance to allow arrangements to be made. The Owner may refuse the Contractor permission to work outside the normal working hours. The Contractor shall make reasonable efforts to avoid undue noise during the night and on weekends.
- 6.2. The Contractor shall designate a representative and furnish a telephone number at which the representative may be contacted at any time. This representative shall be empowered and authorized to provide such personnel and equipment as may be required to remedy emergency situations that may develop after normal working hours, or on weekends and holidays.
- 6.3. The Contractor shall receive approval of the Owner, in advance, of any work to be performed on Holidays. The Owner reserves the right to deny permission to work on Saturdays, Sundays and/or Holidays without cause.
- 6.4. Holidays are as listed below:

New Year's Day	1 st day of January
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th day in July
Labor Day	1 st Monday in September
Yorktown Day	19 th day of October

Veteran's Day	11 th day of November
Thanksgiving Day	4 th Thursday in November
Friday after 4 th Thursday in November	4 th Friday in November
Christmas Eve	24 th day of December
Christmas Day	25 th day of December
New Year's Eve	31 st day of December

If January 1, July 4, Yorktown Day, Veterans Day or Christmas fall on a Sunday, the following Monday shall be considered the Holiday. If these dates fall on a Saturday, the previous Friday shall be considered the Holiday. If any part of a two-day holiday (i.e. Christmas Eve and Christmas Day, New Year's Eve and New Year's Day) falls on a weekend day, the observance of the holidays shall be scheduled at the Owner's discretion in such a way as to result in a four-day weekend.

VII. PROJECT COORDINATION

7.1. Coordination with Owner

- A. The Contractor shall coordinate all construction activities with the Owner and shall obtain the Owner's approval as to schedule of the Work.
- B. Progress meetings shall be held monthly on a date to be set by the Owner. The Contractor shall be present at all progress meetings. If progress is not made as scheduled, or if the Owner desires to discuss revised progress schedules or the quality of workmanship or other aspects of the work, additional progress meetings can be required.

7.2. This project consists of upgrading an entire wing of an existing occupied building; therefore, other areas of the building will be in use by the Owner at all times during the Contract period. Contractor shall maintain safe ingress and egress for Owner, Owner's employees, the public and others at all times. Contractor shall coordinate the work with the Owner as necessary to lessen the impact upon the Owner's operations to the least amount practicable.

VIII. SUPERVISION

- 8.1. The Contractor shall supervise and direct the Work, and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the Project a qualified supervisor who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be the same as if mailed to the business address of the Contractor. The supervisor or a designated representative shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. The Contractor shall notify the Owner in writing prior to any change of supervisor, and receive the Owner's approval for the replacement.
- 8.2. Upon notification to the Contractor, the Owner reserves the right to suspend the Work until such time as a supervisor satisfactory to the Owner is assigned to the project. Contract Time shall not be extended for such suspension nor shall the Contractor be entitled to any additional payment of any kind whatsoever as a result of such suspended work.
- 8.3 Any employee of the Contractor or Subcontractor who is deemed unsuitable may be removed from the job site by the Owner, provided that Written Notice and just cause is given to the Contractor. Said employee shall be removed immediately upon receipt of said Notice.

IX. REMOVAL OF UNACCEPTABLE WORK

- 9.1. All Work that does not conform to the requirements of the Contract Documents shall be unacceptable.
- 9.2. The Contractor shall remove or correct all unacceptable and defective Work or materials. The replacement of Work and materials shall conform to the Contract Documents or be in a manner acceptable to the Owner. The Contractor shall bear all costs of such correction and/or removal and replacement.
- 9.3. Work done contrary to or regardless of the instructions of the Owner, Work done beyond the lines shown or as directed, except as herein provided, or any extra Work done without authority, will be considered unauthorized and will not be paid for under the provisions of the Agreement. Work so done may be ordered removed or replaced at no cost to the Owner.
- 9.4. If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any surety or other party. If the Contractor does not remedy, remove, or replace the rejected or condemned Work as instructed by the Owner within the time period stated by the Owner but in no case to exceed 30 Days after receiving written Notice, such remedy, removal, or replacement may be accomplished by the Owner at the Contractor's expense.

X. SUBSTANTIAL COMPLETION

- 10.1. Prior to Final Payment, but following completion of all required tests and inspections, the Contractor may request in writing that the Owner certify that the entire Project or any phase of the Project is Substantially Complete and request the Owner issue a Certificate of Substantial Completion. Within fourteen (14) working days the Owner will conduct an inspection of the Project with the Contractor and either issue a Certificate of Substantial Completion or notify the Contractor in writing of the incomplete items. The Certificate and attachments shall include the following:
 - A. A listing of responsibilities for the security, operation, safety, maintenance, utilities and insurance on the substantially completed portion;
 - B. A tentative list of items to be completed or corrected prior to final payment; and,
 - C. The maximum time for items to be completed or corrected prior to final payment.
- 10.2. The Owner shall have the right to exclude the Contractor from the Project or phase of the Work certified to be Substantially Complete; however, the Owner will allow the Contractor reasonable access to complete or correct the Work.

XI. FINAL INSPECTION

- 11.1. Upon receiving written Notice from the Contractor that the entire Work or an agreed upon portion is complete, the Owner will make a final inspection with the Contractor, and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.

- 11.2. This procedure shall be repeated until all items are corrected to the satisfaction of the Owner. Only written notification to the Contractor from the Owner will constitute final acceptance of any part of the Work under the Agreement.

XII. CLAIMS

- 12.1. All claims, disputes, demands and other matters in question arising out of or relating to the Contract Documents, except for claims which have been waived by the Contractor's acceptance of final payment, will be addressed in accordance with the provisions of the Virginia Public Procurement Act and as stated herein; provided, however, the provisions of Section 2.2-4366 of that Act will not be applicable without the separate express written consent of the Owner.
- 12.2. Early or prior knowledge by the Owner of an existing or impending claim for damages could alter the plans, scheduling, or other action of the Owner or result in mitigation or elimination of the effect of the act objected to by the Contractor. Therefore, a written statement describing the act of omission or commission by the Owner or its agents that allegedly caused damage to the Contractor and the nature of the claimed damage shall be submitted to the Owner at the time of occurrence or beginning of the Work upon which the claim and subsequent action are based. If such damage is deemed certain in the opinion of the Contractor to result from his acting on an order from the Owner, he shall immediately take written exception to the order. Submission of a notice of claim as specified shall be mandatory. Failure to submit such notice shall be a conclusive waiver to such claim for damages by the Contractor. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

If the Contractor's claim contains data that cannot be verified by the Owner's records, the data shall be subject to a complete audit by the Owner or its authorized representative if they are to be used as a basis for claim settlement.

If the Contractor wishes to make claim for an increase in the Contract Price or Contract Time, he shall submit all supporting data to the Owner and Engineer within twenty (20) Days from the time of initial occurrence of the event giving rise to the claim. Failure to submit such data within twenty (20) Days shall be a conclusive waiver to such claim by the Contractor.

- 12.3. All claims, disputes, and other matters relating to or arising out of the Agreement or the Contract Documents pertaining to the performance of the Work and claims in respect to changes in the Contract Price or Contract times shall be submitted to the Owner and Engineer in writing. Written Notice of each such claim, dispute or other matter shall be delivered by the Contractor to the Engineer and the Owner promptly (but in no event later than twenty (20) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the Engineer and the Owner promptly, (but not later than twenty (20) days) after the start of such occurrence or event and monthly thereafter for continuing events unless the Owner and Contractor mutually agree to extend the time required to submit the written Notice to allow for the submission of additional accurate data in support of such claim, dispute or other matter. The Owner shall submit any response to the Engineer and the Contractor within twenty (20) days after receipt of the Contractor's last submittal (unless the Owner requests reasonable additional time to evaluate the claim).

The Engineer shall render a non-binding and non-final written recommendation regarding the manner in which to resolve the dispute within twenty (20) days of receipt of the Owner's response. Engineer's written recommendation shall be used to assist the Owner and Contractor towards the expeditious and amicable resolution of their dispute.

Within ten (10) days of the delivery of Engineer's written recommendation, senior representatives of the Owner and the Contractor, having authority to settle the dispute, and the Engineer, shall meet at a

mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to exercise their reasonable and good faith efforts to expeditiously resolve the dispute. The Owner's and Contractor's representatives will participate in good faith during the negotiation and will each have authority to approve changes in the Contract Time and Price, if any.

In the event a mutually acceptable agreement cannot be reached through negotiation within twenty (20) days of the delivery of Engineer's written recommendation, (or mutually agreeable longer period), or if either party will not meet within ten (10) days of the delivery of said written recommendation, the Owner or Contractor may declare, by written Notice, delivered to the other party and to the Engineer, that the negotiation was unsuccessful. If Owner chooses non-binding mediation, it shall be a condition precedent to the institution of any further administrative, legal or equitable proceedings by either party.

In the event that the negotiation process is unsuccessful and upon the Owner's request that the parties participate in non-binding mediation, the parties shall endeavor to agree to a single mediator to mediate the dispute in a session not to exceed one-half day in length, unless extended by the agreement of both parties. If the parties cannot agree on a single mediator, they shall request the chief judge of the local state circuit court to designate a mediator. Unless the parties mutually agree otherwise, the mediation shall occur within ten (10) days of the mediator's selection. The costs of the mediation shall be paid by the parties on a pro rata basis.

The results of successful mediation will be implemented by a Change Order. Should the mediation be unsuccessful, it shall be terminated by written Notice to all involved by the mediator or Owner or Contractor.

- 12.4. In the event that the Owner does not elect mediation or the mediation is unsuccessful, a formal proceeding may then be instituted by either party in a forum of competent jurisdiction within the Owner's locality. The parties' Agreement, Contract Documents, and their performance obligations shall be governed, interpreted and enforced pursuant to the laws and regulations of the Owner's locality, and in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of law principles thereof.

All disputes arising out of or relating to this Agreement, the Contract Documents, or the performance obligations of the parties shall be brought in the Circuit Court or Federal Court in Virginia having jurisdiction over the location where the Work will be or has been performed. The Agreement and the Contract Documents shall be governed by, enforced and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to conflicts of law principles.

- 12.5. The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and the Contractor may otherwise agree in writing.

XIII. ENGINEER'S STATUS

- 13.1. All Work shall be performed under the general observation of the Engineer. The Owner shall serve as the Engineer at Owner's discretion. The Contractor shall carry out the Work in accordance with the Contract Documents. The construction means, methods, techniques, sequences of procedures, and safety precautions and programs in connection with the Work shall be at the direction and the responsibility of the Contractor. The Engineer shall have authority to and shall reject any and all Work whenever it is necessary to do so in order to insure the proper execution of the Work in accordance with the Contract Documents. The Engineer shall have no authority to approve or order changes in the Work that alter the terms or conditions of the Agreement. The Owner shall confirm

by written Notice within fourteen (14) calendar Days any oral order, direction, requirement or determination.

- 13.2. Approval by the Engineer of any materials, plans, equipment or drawings proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor for any responsibility for the accurate and complete performance of the work in accordance with Contract Documents, or from any duty, obligation, performance guarantee or other liability imposed upon him by the provisions of the Agreement.

End of Section

SECTION 106**CONTROL OF MATERIAL****I. TESTS AND INSPECTIONS**

- 1.1. All material and workmanship shall be subject to inspection, examination and test by the Owner at any time during manufacture and/or construction. The Owner shall have the right to reject defective material and workmanship or require their correction.
- 1.2. Inspections, tests or approvals by the Owner shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 1.3. The failure of the Owner to reject or condemn materials and workmanship not conforming to the Contract Documents shall not prevent the Owner from rejecting materials and workmanship found not to be in accordance with the Contract Documents at any time prior to the acceptance of the completed Work, nor shall it be considered as a waiver of any nonconformance with the Contract Documents which may be discovered later, or as preventing the Owner at any time prior to the expiration of the guarantee period or of the expiration of any applicable statutory limitation period for legal actions for Contractor default from recovering damages for work not in accordance with the Contract Documents.

II. LABOR, MATERIALS AND EQUIPMENT

- 2.1. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 2.2. Unless otherwise specified, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- 2.3. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.
- 2.4. It shall be the responsibility of the Contractor to legally dispose of all excess material at his expense unless otherwise indicated on the Drawings and/or noted in the Specifications.
- 2.5. No material that is not required for the Work on this Project may be stored on site or within the Project boundaries or on land designated for Project use, unless approved by the Owner in writing prior to placement.

III. WORK BY OWNER

- 3.1. The Owner may perform other work related to the Project at the site by the Owner's own forces, have other work performed by utility owners, or let other direct contracts for Work at the site. If the fact that such other work is to be performed was not noted in the Contract Documents, Written Notice will be given to the Contractor prior to starting any such other work.

End of Section

<http://www.yorkcounty.gov/purchasing/>

SECTION 107**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC****I. PERMITS AND REGULATIONS**

- 1.1. The Contractor shall procure all permits and licenses, pay all charges, fees (except Owner will waive the fees associated with York County building permits) and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work except those provided by the Owner, and specified in the Special Provisions.
- 1.2. The Contractor shall be fully responsible for knowledge of and shall abide by each and every law, rule or regulation of all public bodies having political jurisdiction over the Project and in force at the time of the Contract; including, the safety of persons or property and the protection of persons and property from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection and hold harmless the Owner and its agents, officers, or employees against any claim for liability arising from or based on any violation, whether by himself, his agents, his employees or subcontractors. If the Contractor observes that the Contract Documents are at variance with any such law, he shall promptly notify the Owner in writing. The Contractor shall execute and file the documents, statements, and affidavits required under any applicable federal or state law or regulation affecting his Bid or Agreement or prosecution of the Work thereunder. The Contractor shall permit examination of any records made subject to such examination by any federal or state law or by regulations promulgated thereunder by any state or federal agency charged with enforcement of such law. The Contractor shall not be entitled to claim any damages for delay occasioned by compliance with such laws. Where such laws are changed during the course of the Agreement, and where such changes create additional costs to the Agreement or affect the time of the Agreement, such changes shall be made effective through Change Orders prepared in accordance with the Contract Documents.
- 1.3. The Contractor shall comply fully with the U.S. Department of Labor Safety and Health Regulation promulgated under the Occupational Safety and Health Act of 1970, as amended, and under Section 107 of the Contract Work Hours and Safety Standards Act, as amended. The Contractor shall also comply fully with the Overhead High Voltage Act as set forth in Chapter 30, Title 59.1 of the Code of Virginia; Subpart P - "Elevations, Trenching and Shoring", of the Virginia Occupational Safety and Health Standards for Construction Industry; the Virginia Confined Space Standard 1910.146 of the Virginia Occupational Safety and Health Standards for General Industry; and the "Underground Utility Damage Prevention Act" as set forth in Chapter 10.3, Title 56 of the Code of Virginia, 1950, as amended. The above listing of safety laws and regulations is for informational purposes and in no way alters or limits Contractor's responsibility to comply with the safety laws of all public bodies having jurisdiction as set forth in Section 107-1.2 above.

II. PROTECTION OF WORK, PROPERTY & PERSONS

- 2.1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs, and take all necessary precautions for the protection and safety of the public.
- 2.2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor shall erect and maintain, as required by the

- conditions and progress of the Work, all necessary safeguards for safety and protection, and shall notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone for whose acts any of them will be liable.
- 2.3. The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
 - 2.4. In accordance with generally accepted construction practices, and the requirements of OSHA, the Contractor shall be solely and completely responsible for conditions of the Project site. This requirement shall apply continuously and not be limited to normal working hours. The Contractor shall comply with Federal and State safety regulations, at the site of the Work and provide such equipment and medical facilities as necessary to supply first aid service to anyone who may be injured. The Contractor shall promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site and which caused death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accidents shall be reported immediately to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts, in writing, to the Owner.
 - 2.5. Until final acceptance of the Work by the Owner, the Contractor shall have charge and care thereof and shall take every precaution against damage to the Work or to any part thereof by action of the elements or from any other cause whether installed, in storage, or off-site. The Contractor shall rebuild, repair, restore, and make good damage to any portion of the Work occasioned by any of the foregoing causes before final acceptance and shall bear the expense thereof. The Owner may reimburse the Contractor for repair of damage to Work attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor. In case of suspension of work, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Work, provide for erosion and environmental control and drainage control, and erect any necessary temporary structures, signs, or other facilities at his own expense.
 - 2.6. The Contractor shall, during the progress of the Work and as directed by the Owner, remove from the Owner's property and from all public and private property and rights-of-way, at its own expense, all temporary structures, rubbish, debris, piles of earth, foreign matter, and waste materials resulting from his operations. The site of the Work shall be restored to the conditions existing before the Work was started, to the satisfaction of the Owner. Lawns, pavements, sidewalks, and other surfaces shall be preserved where practicable, but if damaged, shall be fully restored.
 - 2.7. The Owner may take corrective action if the Contractor fails to perform cleanup and restoration in an orderly, continuous, and expeditious manner. The Owner may take corrective action three days after delivery of notice to do so to the Contractor and deduct the cost from any monies due the Contractor.
 - 2.8. The Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Project.

III. ENVIRONMENTAL STIPULATIONS

- 3.1. Any cost associated with violations of the law including, but not limited to, remediation, clean-up cost, fines, administrative or civil penalties or charges, and third party claims imposed on the Owner

by any regulatory agency or by any third party as a result of the Contractor's noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by the Contractor or by Subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by the Contractor for this Agreement, shall be paid by the Contractor.

IV. TEMPORARY FACILITIES

- 4.1. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of employees as may be necessary to comply with the requirements of any governing body and regulatory agency having jurisdiction.
- 4.2. The Contractor shall pay for and furnish temporary facilities (such as light, power, and water) complete with connecting piping, wiring, lamps, and similar equipment as necessary. The Contractor shall install, maintain, and remove temporary facilities upon completion of the Work. The Contractor shall obtain all permits and bear all costs in connection with temporary facilities at no expense to the Owner, except that Owner will not charge Contractor for electrical power supplied by Owner's facility and used by Contractor in accomplishing the work of this Project. The use of temporary facilities shall be in compliance with the requirements of the facility owner.
- 4.3. The Contractor shall provide at least one self-contained single-occupant toilet unit of the chemical, or aerated recirculation type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Unit shall be emptied and serviced regularly

V. EMERGENCIES

- 5.1. In emergencies affecting the safety of persons, or the Work, or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Owner prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement between the Owner and the Contractor, and a Change Order shall be issued to document the changes.

VI. WARRANTY AND GUARANTEE

- 6.1. The Contractor shall warrant and guarantee to the Owner that all Work is in accordance with the Contract Documents and is not defective. Prompt notice of all defects shall be given to the Contractor. The Contractor shall promptly correct all defective Work performed and replace defective materials or items found deficient during the final inspection, in a manner satisfactory and at no additional cost to the Owner for a period of one (1) year following the date of Final Completion; provided, however, if the local ordinances or code regarding warranties and guarantees, or if any provision in the local ordinances or code regarding the timing of performance or defect bonds conflicts with such one (1) year period, the local ordinance or code shall control. This warranty and guarantee shall not operate as a waiver of any of the rights and remedies of the Owner for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.
- 6.2. If the Contractor does not promptly correct the defective Work or replace defective materials, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs of such removal and replacement shall be paid by the Contractor.
- 6.3. Certain equipment or items may be required in the Contract Documents to be warranted for periods longer than one year.

VII. NO WAIVER OF LEGAL RIGHTS

- 7.1. The Owner shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after final acceptance of the Work and payment therefor from showing (1) the true amount and character of the Work performed and materials furnished by the Contractor, (2) that any such measurement, estimate, or certificate is untrue or incorrectly made, or (3) that the Work or materials do not conform with the provisions of the Contract. The Owner shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor or his surety, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Owner or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. The Owner reserves all rights, privileges, immunities and defenses available to it at law.

End of Section

SECTION 108**PROSECUTION AND PROGRESS OF WORK****I. PATENT FEES AND ROYALTIES**

- 1.1. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.
- 1.2. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, the Engineer, the Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

II. TAXES

- 2.1. The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the Project that are applicable during the performance of the Work.

III. NOTICE TO PROCEED

- 3.1. Written Notice to Proceed will be given after the Agreement has been executed and the required Bid Security and insurances have been filed with and approved by the Owner.
- 3.2. The Contractor shall notify the Owner and all other governing bodies having jurisdiction, of the time and location that work will begin at least 48 hours prior to beginning Work.

IV. PRE-CONSTRUCTION CONFERENCE

- 4.1. Within ten (10) Days of the Effective Date of the Agreement, a conference attended by the Contractor, the Owner, and others as appropriate will be held to discuss the Project, and to discuss procedures relating to Shop Drawings, submittals, Applications for Payment, and other Project issues, and to establish a working relationship among the parties as to the Work.

V. CONSTRUCTION PROGRESS SCHEDULE

- 5.1. Within ten (10) Days after the Effective Date of the Agreement, the Contractor shall submit a written schedule to the Owner showing the proposed order of Work and indicating the time required for completion of major items of Work. The schedule will be used as an indication of the sequence of the major construction operations and as a check on the progress of the Work.
- 5.2. The Contractor shall update the progress schedule monthly to reflect any schedule changes required to complete the remaining Work in accordance with the requirements of the Contract Documents. The updated schedule shall be submitted to the Owner for acceptance with the monthly application

for progress payment; no payment will be made if the updated schedule is not submitted. All proposed adjustments in the progress schedule shall generally conform to the progress schedule then in effect and will comply with any provisions of the general requirements applicable thereto.

VI. SUBCONTRACTS

- 6.1. Except as otherwise noted, contract Work, the cost of which is at least twenty five percent (25%) of the total Contract Price shall be performed by the Contractor's own organization.
- 6.2. No part of the Work shall be transferred or subcontracted without prior written consent of the Owner, and no such consent or approval shall release the Contractor from any obligations to the Owner or persons employed by the Subcontractors, or to those supplying materials to the Subcontractors.
- 6.3. The Contractor agrees that it is as fully responsible to the Owner for the acts and omissions of its Subcontractors and persons either directly or indirectly employed by the Subcontractors as it is for the acts or omissions of persons directly employed.
- 6.4. Nothing contained in the Agreement shall create any contractual relation between any Subcontractor and the Owner.

VII. COMMENCEMENT AND PROSECUTION OF WORK

- 7.1. The Contractor shall commence Work within ten (10) Days of the date specified in the Notice to Proceed. Time being of the essence of this Project, the Contractor shall prosecute the Work diligently, using such means and methods of construction as will secure its full completion within the time period specified in the Agreement. No Work shall be done at the site prior to the date specified in the Notice to Proceed.
- 7.2. The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work as specified in the Agreement is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Project.
- 7.3. The Contract Time will commence on the date indicated in the Notice to Proceed.
- 7.4. Once the Contractor has commenced Work, it shall be prosecuted continuously and to the fullest extent possible except for interruptions caused by weather or delays authorized or ordered by the Owner.
- 7.5. Gifts, gratuities, or favors shall not be given or offered by the Contractor to personnel of the Owner.
- 7.6. The Contractor shall not employ any personnel of the Owner or the Engineer for any services without the prior written consent of the Owner.
- 7.7. Workers shall have sufficient skill and experience to perform properly the Work assigned to them. Workers engaged in special or skilled work shall have sufficient experience in such work and in the operation of equipment required to perform it properly and satisfactorily. Any person employed by the Contractor or any subcontractor who, in the opinion of the Owner, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing the person and shall not be employed again on any portion of the work without the approval of the Owner.

- 7.8. Equipment shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment shall be such that no damage to the roadway, adjacent property, or other highways will result from its use. The Owner may order the removal and require replacement of unsatisfactory equipment.

VIII. SUSPENSION OF WORK

- 8.1. The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 Days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor. Such Notice shall specify the date on which Work shall be resumed and the Contractor shall resume the Work on the date so specified. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes a claim in accordance with the Contract Documents, except that no such increase or extension shall be allowed if the suspension was due to a failure by the Contractor to perform the Work in accordance with the Agreement.
- 8.2. The Owner may decline to approve or, because of subsequently discovered evidence, nullify the whole or part of any Certificate of Payment to such extent as may be necessary to protect the Owner from loss on account of:
- a. Defective Work not remedied;
 - b. Claims filed or reasonable evidence indicating probable filing of claims against the Contractor;
 - c. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
 - d. A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - e. Damage to the Owner by another Subcontractor;
 - f. Failure to periodically remove and dispose of accumulated debris, rubbish, and discarded/damaged materials;
 - g. Persistent failure to carry out the Work in accordance with the Contract Documents;
 - h. A reasonable doubt that the Work will be completed within the Contract Time.
- 8.3. When the above grounds are resolved to the satisfaction of the Owner, payment shall be made for amounts withheld therefore.

IX. TERMINATION OF AGREEMENT

- 9.1. Termination for the Convenience of the Owner

The performance of Work under this Agreement may be terminated by the Owner in accordance with this section in whole, or in part(s), whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Owner, the Contractor shall:

- A. Stop Work under the Agreement on the date and to the extent specified in the notice of termination.
- B. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement that is not terminated.

- C. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
- D. Assign to the Owner, and as directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The Owner shall have the right and discretion to settle or pay any and all claims arising out of the termination of such orders and subcontracts.
- E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner. This approval or ratification will be final for all purposes of this section.
- F. Transfer title and deliver to the Owner, as directed by the Owner, the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other materials produced as a part of or acquired in connection with the performance of the Work terminated by the notice of termination, and the completed or partially completed plans, drawings, information and other property which, if the Agreement has been completed, would have been required to be furnished to the Owner.
- G. Use his best efforts to sell as directed or authorized by the Owner, property of the type referred to in Paragraph F above; provided, however, that the Contractor shall not be required to extend credit to any purchaser. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Agreement or shall otherwise be credited to the Contract price or cost of the Work covered by this Agreement or paid in such manner as directed by the Owner. The Contractor may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner.
- H. Complete performance of that Work which was not terminated by the Owner.
- I. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the Owner has, or may acquire, an interest.
- J. Within 30 Days after the receipt of the Notice of termination, the Contractor may submit a list to the Owner for approval, certified as to quantity and quality of any or all items of, inventory not previously disposed of, exclusive of items, the disposition of which has been directed or authorized by the Owner, and may request the Owner to remove such approved items or enter into a storage agreement covering the same. Not later than 15 Days thereafter, the Owner will accept title to such approved items and remove them or enter into a storage agreement covering same. The list submitted shall be subject to final verification by the Owner upon removal of the items, or if the items were stored within 45 Days from the date of submission of the list. Any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- K. Within 30 Days after receipt of the notice of termination, the Contractor shall submit to the Owner his termination claim. Such claim shall be submitted in writing. Upon failure of the Contractor to submit its termination claim within the time allowed, the Owner may, at its discretion, reject such termination claim. Such termination claim shall include the cost of the following:
 - 1. The cost of supplies accepted by the Owner and not previously paid for by the Owner, appropriately adjusted for any saving of freight or other charges.

2. The cost incurred in the performance of the Work terminated, including Initial cost and preparatory expense allocable thereto, but exclusive of any cost attributable to supplies paid or to be paid for by the Owner.
3. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders which are properly chargeable to the terminated portion of the Agreement, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of notice of termination and previously paid for by the Owner.
4. A reasonable amount of profit or commission, which will be determined based on the Project's specific overhead and expense data at the rate computed in the original Contract Price or, at the discretion of the Owner, as determined by an audit. The cost of the audit will be borne by the Contractor.
5. Cost of reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this termination portion of the Agreement.
6. The total sum to be paid to the Contractor shall not exceed the Contract Price as reduced by the amount of payments previously made and its further reduced by the Contract Price of Work not terminated. Said total sum shall also be reduced by the reasonable value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to a buyer.

9.2. Termination with Cause/Default

In the event that the Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the Owner may give the Contractor written Notice of such default by certified mail/return receipt requested at the address set forth 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 the Contractor to cure the default, the Owner may immediately cancel and terminate this Agreement as of the mailing date of the default notice.

Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further Work under this Agreement, and turn over to the Owner 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 canceled and terminated by the Owner and provisions herein with respect to opportunity to cure default shall not be applicable.

9.3. Contractor's Right to Terminate the Agreement

Should the Work be stopped for a period of 90 Days or more, through no fault of the Contractor, or should the Owner fail to pay the Contractor any payment within a reasonable length of time after said payment shall become due, the Contractor may, upon seven (7) Days written notice to the Owner, stop Work, or terminate the Agreement and recover from the Owner payment for all Work executed, plus any loss actually sustained, plus reasonable profit and damage; provided, however, the total recovery from Owner shall not exceed the Contract Price.

X. LIQUIDATED DAMAGES

- 10.1. It is mutually understood and agreed by and between the Contractor and Owner that in the execution of the Work, time is an essential element of the Agreement, and it is important that the Work proceed vigorously to completion.
- 10.2. The Owner has the right to deduct *any* liquidated damages from any money in the Owner’s hands, otherwise due, or to become due, to the Contractor, and to sue for and recover any additional compensation for damages for non-performance of the Work or failure to complete the Work within the Contract Time.
- 10.3. The assessment of liquidated damages for failure to complete the Work within the Contract Time shall not constitute a waiver of the Owner’s right to collect any additional damages that the Owner may sustain by failure of the Contractor to carry out the terms of the Agreement.
- 10.4. In the event of delay in the completion of the Work as specified beyond the Completion Date as adjusted by Change Orders, it would be difficult to determine the exact amount of the loss or damages suffered by the Owner due to delays in completion of the Agreement. Therefore, for every day of delay past Completion Date of this Agreement as adjusted by Change Orders, the Contractor and the Contractor’s Surety will be liable to the Owner, as liquidated damages for delay and not as a penalty, in the sum designated in Section 102, III. Bid Form, and in paragraph H of the Agreement between Contractor and Owner as set forth in Section 103, for each and every calendar Day the Contractor shall be in default, as follows:
 - A. If Final Completion has not been achieved by the scheduled Final Completion date, the Final Completion liquidated damages shall accrue each day until Final Completion is achieved.
 - B. This paragraph will not apply to delays in completion of the Work due to acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather, provided, that the Contractor shall, within five (5) days from the end of the month in which such delay occurred, notify the Owner in writing of the causes of delay and the facts relating thereto; and, provided that such delay occurs prior to the Final Completion date. Failure to provide such notice shall preclude the Contractor from claiming that delays resulted from the acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather.
 - C. Nothing in the above clause shall be interpreted as limiting in any way, the Owner’s right to proceed against the Contractor for additional damages or losses. Liquidated damages are for delay only and are in addition to any other rights available to the Owner by contract or law. To the fullest extent permitted by Laws and Regulations, the Contractor shall waive any defense as to the validity of such liquidated damages as set forth herein on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.
- 10.5. Weather shall be considered “unusually severe”, only if a weather condition (or any combination of weather conditions) prevents the Contractor from working a number of workdays during a calendar month, which number exceeds the number of workdays listed below for that calendar month. Delays will only be allowed for the amount of lost work days in excess of the following:

January	6	July	4
February	4	August	3
March	4	September	3
April	3	October	3
May	4	November	3
June	4	December	5

- 10.6. The Contractor shall anticipate the potential loss of the number of workdays listed above for each calendar month due to weather, and shall schedule the Work accordingly. Any schedules submitted shall include the above number of days each month as lost days. The Owner shall determine, upon examination of submitted evidence, whether or not weather prevented the Contractor from performing Work on the days claimed by the Contractor. The Owner's determination shall be final and binding upon the parties.
- 10.7. The Work shall be considered complete when the following criteria have been met; all items of the Work have been constructed, inspected and accepted by the Owner and further that all punch list items have been corrected and the Owner has issued a letter of acceptance.

XI. SEPARATE CONTRACTS BY OWNER

- 11.1. The Owner reserves the right to award other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of this Agreement. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor shall take all reasonable action to coordinate its Work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Contractor from performing the Work, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to perform Work under the Agreement, and appropriate extensions of time and change orders will be given to the Contractor, pursuant to the Agreement, to compensate for any delays and extra costs caused by separate contractor's performance.

XII. INDEMNIFICATION

- 12.1. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, the Engineer, the Engineer's Consultants and officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act, errors, omissions, recklessness, or intentionally wrongful conduct of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.
- 12.2. In any and all claims against the Owner or any of the Owner's consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

- 12.3. The indemnification obligations of the Contractor shall not extend to the damages caused by the Owner and the Owner's consultants, officers, directors, employees or agents resulting from the negligent preparation or approval of, Drawings, or Specifications.

End of Section

SECTION 109**MEASUREMENT AND PAYMENT****I. MEASUREMENT AND PAYMENT PROCEDURES**

1.1. General

- A. Measurement will be made on the basis of completion of the Work in accordance with the Contract Documents and the appropriate specification section.
- B. Measurement of quantities will be made by the Contractor in the presence of the Owner. The methods of measurement and computations used in determination of quantities of materials furnished and installed shall be those generally recognized as conforming to good engineering practice.
- C. The term "Complete in Place" will mean that the item of Work shall be furnished and installed in accordance with the Contract Documents complete with all appurtenances necessary for the item to be used for its intended function. Testing and acceptable results shall be included.
- D. Linear foot and vertical foot measurements shall be measured along the horizontal plane of the ground or paved surface.
- E. Area computations shall be made on the surface. Pay measurements for area computations will not exceed plan dimensions as shown on the Drawings, unless otherwise approved by the Owner in writing.
- F. No payment will be made for length, width, or depth, in excess of that shown on the Drawings or specified in the Specifications for any construction, unless otherwise approved by the Owner in writing.
- G. The term "Each" when used as an item of payment will mean complete payment for the Work described in the Contract Documents.
- H. The word "Lump Sum" when used as an item of payment will mean complete payment for Work described in the item, including all materials, labor, and equipment necessary to complete the Work in accordance with the Contract Documents.
- I. Quantities will be measured and paid for in accordance with one of the following methods, and as specified on the Bid form

1.2. Incidental Items

- A. There are numerous incidental items of Work that are required to complete the Project. While these items may not be specifically mentioned or illustrated by the Contract Documents and there may be no specific pay items listed for them, the Contractor will be required to perform those incidental tasks that can be anticipated through inspection of the Contract Documents, inspection of the construction area, and experience in this class of construction.

- B. Items considered incidental Work shall not be measured for payment or paid for as such unless specified as unit price by items on the bid form. These items and their costs shall be included in the unit prices or lump sum bid for the pay items unless bid separately. Incidental items include but are not limited to the following:

1. Allaying dust and mud
2. Daily cleanup
3. Excavation and dewatering
4. Furnishing, hauling, placing, manipulating, and compacting material
5. Location of existing utilities
6. Material royalties
7. Mobilization and demobilization
8. Offsite disposal of excess excavated, surplus and remnant excavated materials
9. Permits, unless provided by the Owner
10. Removal and replacement of existing signs, fences, mail boxes, and similar existing improvements
11. Site restoration and cleanup
12. Site security
13. Stakeout and surveying
14. Traffic control
15. Minor relocation of buried cables, gas lines, water lines, sewer lines, or similar utility lines 2 inches and smaller in diameter
16. Construction entrances
17. Pavement marking
18. Final Surface restoration
19. Top soil and seeding
20. Clearing and grubbing
21. Protection of existing utilities and other facilities
22. Administrative items of every nature.

- C. While the technical specifications may establish measures and payment provisions for various incidental items of work, for the purposes of this Contract, work items described in the technical specifications or on the Drawings, but not identified as unit price pay items on the Bid Form, whether used or unused in completing the Work, are incidental to the Work and will not be measured or paid for separately.

1.3 Schedule of Values for Lump Sum Bid Items

- A. Within fourteen (14) Days after the Effective Date of the Agreement, the Contractor shall submit a schedule of values for all of the Work which shall include quantities and prices of items aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. The Owner shall review the schedule and shall respond in writing to the Contractor within ten (10) Days either approving or disapproving the schedule. If the schedule of values is disapproved, the Contractor shall resubmit the schedule with revised value or additional substantiating data and the Owner shall either approve or disapprove the revised schedule within ten (10) Days. No payments shall be processed or approved until the schedule of values is approved by the Owner.

1.4 Application for Progress Payment by Contractor

- A. Unless otherwise provided in this Section, the Owner shall make monthly progress payments to the Contractor on the basis of a duly certified and approved Application for Payment for

Work performed during the preceding calendar month as approved by the Owner.

- B. At least ten (10) Days before each partial progress payment (but not more often than once a month), the Contractor shall submit to the Owner an Application for Payment filled out and signed by the Contractor for the Work completed during the period covered by the partial progress payment estimate and supported by such data as is required by the Contract Documents.
- C. The schedule of values for lump sum items established as provided in Section 109-1.3 shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to the Owner.

1.5 Payment for Material on Hand

If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by a bill of sale, invoice or other instrument documenting that the materials and equipment are free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance, all of which will be satisfactory to the Owner. The Owner, at its sole discretion, may not pay for stored materials without prejudice and without cause.

1.6 Review of Applications for Progress Payments

- A. The Owner shall, within ten (10) Days after receipt of each Application for Payment, make such investigations as deemed necessary to verify the accuracy of the Application for Payment and either accept the application as accurate and suitable for payment or return the Application to the Contractor indicating in writing the Owner's reasons for refusing payment. If payment is refused, the Contractor shall make the necessary corrections and resubmit the Application and the Owner shall have an additional ten (10) Days after receipt of the corrected Application for Payment from the Contractor to determine whether this Application is accurate and suitable for payment.
- B. The Owner shall, within 30 Days after acceptance of the Application for Payment, make payment to the Contractor. The Owner may refuse to make payment of the full amount because claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work, or because Liens have been filed in connection with the Work, or because there are other claims entitling the Owner to a set-off against the payment. The Owner shall give the Contractor immediate written Notice stating the reasons for its failure to make payment.
- C. The Owner may also refuse to make payment of the full amount because there are other items entitling the Owner to retain set-offs from the amount recommended, including but not limited to:
 - 1. Owner compensation to the Engineer for actual costs for extra personnel hours for labor plus expenses because of the following Contractor caused events:
 - a. Witnessing re-testing of corrected or replaced defective Work.
 - b. Return visits to manufacturing facilities to witness factory testing or re-testing.
 - c. Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby.

- d. Overtime worked by the Contractor necessitating the Engineer, Resident Project Representative (and support staff, if any), to work overtime.
2. Liability for liquidated damages incurred by the Contractor as set forth in the Agreement.
3. Loss to Owner caused by Contractor acts or omissions including, but not limited to:
 - a. Defective Work not remedied;
 - b. Claims filed or reasonable evidence indicating probable filing of claims against the Contractor;
 - c. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
 - d. A reasonable doubt that the Project can be completed for the balance then unpaid;
 - e. Failure to periodically remove and dispose of accumulated debris, rubbish, and discarded/damaged materials;
 - f. Persistent failure to carry out the Work in accordance with the Contract Documents;
 - g. A reasonable doubt that the Work will be completed within the Contract Time.
4. Failure of the Contractor to submit an updated progress schedule or other required supporting documentation (if requested by the Owner) to the Owner with the monthly application for progress payment.

1.7 Retained Funds

- A. The Owner shall retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the Agreement by the Contractor. The Owner will release all retainage upon Final Payment.

1.8 Conditions of Payment to Contractor

- A. All material and Work covered by partial progress payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the safety and protection of all materials and Work upon which payments have been made or the restoration or replacement of any damaged or stolen Work or property or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Agreement
- B. Prior to Substantial Completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- C. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the

Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

- D. The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents but in no event shall the provisions of this Section be construed to impose any obligations upon the Owner to either Contractor, the Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- E. The Contractor shall take one of the two following actions within seven (7) Days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor under the Agreement:
1. Pay to the Subcontractor the proportionate share of the total payment received attributable to the Work performed by the Subcontractor under the Agreement; or
 2. Notify the Owner and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- F. All contracts awarded by the Contractor to a Subcontractor for any portion of the Work shall include:
1. An interest clause that obligates the Contractor to pay interest to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor under that contract, except for amounts withheld as allowed.
 2. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."
 3. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, limited liability companies and corporations to provide their federal employer identification numbers.
- G. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as specified in Section 1.8 above, with respect to each lower-tier Subcontractor.
- H. A Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the Owner. A contract modification may not be made for the purpose of providing reimbursement for such

interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

1.9 Final Payment

After the Contractor has completed all corrective Work as determined by a final inspection to the satisfaction of the Owner and has delivered all maintenance and operations manuals, schedules, guarantees, bonds, certificates of inspection, and other documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for partial progress payments. Within thirty (30) Days after approval, the Owner shall pay to the Contractor the amount stated, less all prior payments and advances to or for the account of the Contractor. All prior estimates and payments including those relating to extra Work shall be subject to correction by this payment, which is called the Final Payment. The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or Final Payment by the Owner nor the issuance of a Certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

1.10 Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work excepting the Contractor's claims for interest upon Final Payment, should this payment be improperly delayed. No payment, final or otherwise, or partial or entire use or occupancy of the Work by the Owner, shall constitute an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall the same relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or his Surety from any obligation under the Contract, the Performance Bond and Payment Bond.

1.11 Assignments

Neither party to the Agreement shall sell, transfer, assign or otherwise dispose of the whole or any parts of the Agreement or of the right, title or interest therein without the prior written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder, without the previous written consent of the Owner.

1.12 Payment Affidavit

The Owner, before making any payment, including the final payment, if it is deemed that such procedure necessary to protect his interests, may require the Contractor to furnish an affidavit from all subcontractors and material suppliers used in conjunction with this Contract that each has been paid in full, or in the alternative, an affidavit that so far as he has knowledge or information, all payments have been made and that there is no basis under which a claim against the payment bond could be filed. However, the Owner may make payments in part or in full to the Contractor without requiring the affidavits, and the payments so made shall not impair the obligations of any Surety or Sureties on any bond or bonds furnished under this Contract.

II. CHANGE ORDERS AND FIELD ORDERS

- 2.1. The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract

Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

- 2.2. The Contract Price and Contract Time may be changed only by a Change Order, approved by the Owner prior to the performance of the Work by the Contractor or granted by the Owner upon written Notice by Contractor submitted in accordance with Section 105-12.3. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price or Contract Time shall be established in accordance with the following methods in the order of precedence listed below:
- A. Established contract unit prices;
 - B. An agreed lump sum or unit price established by direct negotiation between the Contractor and the Owner; or,
 - C. In the event that any changes in the Work are not settled under A. and B. above, the Contract Price shall be adjusted in accordance with the following:
 1. In any case such change involves extra Work which is performed by the Contractor, the Contract Price shall be increased by (a) the direct cost of such Work, as mutually agreed upon or otherwise as determined in accordance with the Contract Documents, and (b) ten percent (10%) of the amount of (a) to cover Contractor's additional job (field and home office) overhead, and (c) five percent (5%) of the sum of (a) and (b) to cover Contractor's additional job profit.
 2. In any case such change involves extra Work which is performed by a Subcontractor, the Contract Price shall be increased by (a) the amount paid by the Contractor to the Subcontractor for such extra Work, and (b) seven and one-half percent (7-1/2%) of the amount paid to the Subcontractor to cover the Contractor's additional job (field and home office) overhead and (c) five percent (5%) of the sum of (a) and (b) to cover Contractor's additional job profit. On Work performed by the Subcontractor, the Subcontractor shall be allowed overhead and profit in accordance with paragraph C (1) above.
 3. In the case of either subparagraph 1 or 2 above, the Contract Price shall also be increased by the corresponding increase in the cost of the Contractor's performance bond.
- 2.3. It is the Contractor's responsibility to notify his Surety of any change affecting the general scope of the Work or change in the Contract Price and/or Contract Time so that the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.
- 2.4. Whenever changes, alterations, additions, omissions, or revisions are called for by the Owner for which the necessary Drawings and details have been completed and submitted to the Contractor, or when changes, alterations, additions or omissions are clearly given in writing to the Contractor, the Contractor is to submit an itemized statement of quantities and prices incidental to such revisions, changes, additions and omissions.
- 2.5. The Owner may at any time order minor changes within the scope of Work by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time or both, in which event the Contractor shall give the Owner written Notice thereof within seven (7) Days after the receipt of the ordered change. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from

- the Owner. The Owner shall respond to such written Notice from Contractor within twenty-one (21) days after receipt.
- 2.6. If any item in the Agreement is determined to be unnecessary for the proper completion of the Work contracted, the Owner may, upon written Notice to the Contractor, eliminate such item from the Agreement. Payment will not be made for such item except that the Contractor shall be compensated for the actual cost of any Work performed for the installation of such item and the net cost of materials purchased, including freight and tax costs, as evidenced by invoice. No additional compensation will be made for overhead or anticipated profit.
- 2.7. The Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time due to any condition or alleged condition if:
- A. The Contractor knew of the existence of such conditions at the time the Contractor made a final commitment to the Owner in respect of Contract Price and Contract Time by the submission of a Bid; or
 - B. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for the Contractor prior to the Contractor making such final commitment; or
 - C. The Contractor failed to give the written Notice within the time and as required by Section 105-12.3.

III. CHANGE ORDER

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER _____

CONTRACTOR _____

Contract _____

Project _____

OWNER'S Contract No. _____

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ _____

Net Increase (Decrease) from previous Change
Orders No. _____ to _____:
\$ _____

Contract Price prior to this Change Order:
\$ _____

Net increase (decrease) of this Change Order:
\$ _____

Contract Price with all approved Change Orders:
\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times:
Final Completion: _____
(days or dates)

Net change from previous Change Orders No. _____
to No. _____:
Final Completion: _____
(days)

Contract Times prior to this Change Order:
Final Completion: _____
(days or dates)

Net increase (decrease) of this Change Order:
Final Completion: _____
(days)

Contract Times with all approved Change Orders:
Final Completion: _____
(days or dates)

APPROVED:

By: _____
OWNER(Authorized Signature)

Date: _____

ACCEPTED:

By: _____
CONTRACTOR(Authorized Signature)

Date: _____

IV. APPLICATION FOR PAYMENT

PROJECT SUMMARY

Date: _____ Contractor's Name: _____

Project Name: _____ Project Number: _____

Original Contract Amount: \$ _____
 Original Contract Time: _____ Days
 Adjusted Contract Amount (by approved Change Orders): \$ _____
 Adjusted Contract Time (by approved Change Orders): _____ Days
 Adjusted Contract Completion Date: _____

STATUS OF WORK PERFORMED

Total Value of Original Work Performed to Date: \$ _____
 Total Value of Change Order Work Performed to Date (with attachment): \$ _____
 Total Value of All Work Performed to Date: \$ _____
 Value of Materials Stored (Attach Statement): \$ _____
 Less _____% Retained by Owner: \$ _____
 Net Amount Earned on Contract to Date: \$ _____
 Fewer Amount of Previous Payments Approved: \$ _____

BALANCE DUE THIS PAYMENT: \$ _____

Value of Work Remaining to be Completed: \$ _____
 Percentage Complete to Date (Value/Time): _____ % _____ %

CERTIFICATION OF CONTRACTOR

I certify to the best of my knowledge and belief that all items and amounts on the face of the attached estimate and invoice and this Application for Payment are correct; that all Work has been performed and/or material supplied in full accordance with the terms and conditions of the Contract Documents, including all duly authorized deviations, substitutions, alterations, additions and/or deletions; that the foregoing is a true and correct statement of the Contract Price up to and including the last day of the period covered by this estimate and Application for Payment; that no part of the "BALANCE DUE THIS PAYMENT" has been received; that all previous Progress Payments received on this Agreement have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the Work covered by prior applications for payment under this Agreement; and that all materials and equipment incorporated in said payment or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances.

APPROVALS

This Application for Payment has been checked, verified and approved for payment by:

 Contractor By _____ Title _____ Date _____

 Resident Project Rep. By _____ Title _____ Date _____

 Owner By _____ Title _____ Date _____

V. AFFIDAVIT OF PAYMENT OF CLAIMS

BY: _____ (Contractor)

THIS DAY _____ personally appeared before me, _____, a Notary Public in and for the City/County/State of Virginia, and being by me first duly sworn states that all Subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or materials furnished in the performance of the Agreement between:

_____ (Owner)

and _____ (Contractor)

dated _____, 20____, for the construction of _____

_____ or arrangements have been made by the Contractor satisfactory to such Subcontractors and suppliers with respect to the payments of such sums as may be due them by the Contractor.

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires on the _____ day of _____, 20____.

NOTARY PUBLIC

SEAL OF CONTRACTOR

NOTARY SEAL

VI. STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the AGREEMENT dated _____, 20__,

BETWEEN _____
(OWNER)

AND _____
(CONTRACTOR)

THE _____
(SURETY)

SURETY on the Material and Labor Payment BOND of:

(CONTRACTOR)

after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to the said _____, CONTRACTOR, and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its obligations to

(OWNER)

as set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this _____ day of _____, 20__.

ATTEST:

(SEAL) _____ BY _____
PRESIDENT

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, shall be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

VII. CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Contractor) _____ of _____ County/City and State of _____ does hereby acknowledge that he has received this day from the _____ (Owner) _____ the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to _____ (Contractor) _____ Dated _____, 20__.

NOW, THEREFORE, the said _____ (Contractor) _____ (for myself, my heirs, executors and administrators; for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said _____, Owner, its successors and assigns, of and from all claims and demands arising from or in connection with the said Agreement dated _____, 20 __, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgements, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said _____, Owner, its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators; it, its successors and assigns) hereafter can, shall or may have, for upon or by reason for any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF _____ (Contractor) _____ has caused these presents to be duly executed this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

CONTRACTOR _____
(SEAL)

BY: _____

Title

ATTEST:

SECRETARY



**TECHNICAL PROVISIONS
FOR
COMMUNITY SERVICES – BUILDING UPGRADE**

**224 Ballard Street
YORKTOWN, VIRGINIA**

November 30, 2016

I. GENERAL

- 1.1 All materials and work shall be in accordance with all applicable Building Codes as currently enforced in the County of York, VA.

II. DOORS

- 1.1 Doors shall meet the following specifications:
- A. Bonded 5-ply Particleboard Core Doors
 - B. 1-3/4" thick
 - C. Core; Particleboard which complies with ANSI A208.1, 1-LD2 or 1-LD1.
 - D. Veneer; WDMA "A" Grade, Natural Birch w/ Harvest Finish
 - E. Stiles; 1-1/4" min. (before trim) Structural Composite Lumber (SCL) with compatible veneer band, decorative laminate or compatible hardwood.
 - F. Rails; 2-1/4" min. (before trim) mill option wood or SCL.
 - G. Adhesives; Door assembly – Type I, Veneers – Type II
 - H. Lite, Metal vision frame. 7" x 30". See drawing for location.
 - I. Fire Rating; 20 minute
- 1.2 Suggested Manufacturer
- A. Five Lakes Manufacturing

III. DOOR FRAMES

- 1.1 Door Frames shall meet the following specifications:
- A. 16 gauge cold rolled steel
 - B. Factory baked-on coat of rust inhibitive primer
 - C. Shall be knock-down, double return back bend (to prevent cutting into the wall)
 - D. Flush hairline seam miter at corner of head and jamb, and the corner reinforced with a concealed clip.
- 1.2 Suggested Manufacturer
- A. Curries

IV. DOOR LEVERS / LOCKS

- 1.1 Door Levers / Locks shall be BEST Locks and meet the following specifications:
- A. 9K Series
 - B. Cylindrical Locks
 - C. Passage Function / Office Function (All doors will have Passage Function except Director & Deputy Director's offices which shall have the Office function)
 - D. Lever Style 14L
 - E. 626 Finish

V. LIGHT FIXTURES

- 1.1 Light fixtures shall be one of the following:
- A. Lithonia # 2BLT4 30L ADP EZ1 LP840

- B. Focal Point # FLUL-24-PS-4000L-40K-1C-120-LD1-G-WH
- C. Verbatim # PN24-W53-C40-010

VI. KITCHEN & CONFERENCE ROOM CABINETS

1.1 Kitchen & Conference room cabinets shall meet the following specifications:

- A. Solid wood, full overlay door with mortice & tenon construction. Veneer reversed raised panel captured into solid birch rails.
- B. 6-way adjustable concealed hinge.
- C. 5/8" solid birch dovetail drawer with under mount soft close sides. 5-piece recessed panel drawer front.
- D. 3/4" x 1-1/2" solid wood face frame.
- E. 1/2" select birch veneered plywood side panels dovetailed into face frame.
- F. 3/4" shelves
- G. 3/4" x 4-1/2" solid wood toe kick.
- H. Finish to be selected by Owner from Manufacturer's full line of standard colors.
- I. Door and drawer pulls/knobs to be selected by Owner from Manufacturer's full line of standard pulls / knobs.

1.2 Suggested Manufacturer

- A. KCD, Kitchen Cabinet Distributors
- B. Fabuwood Cabinetry

VII. KITCHEN, SERVICE COUNTER & CONFERENCE ROOM COUNTERTOPS

1.1 Countertops shall be constructed of Engineered Quartz. Color to be selected by Owner from Manufacture's standard colors.

VIII. CEILING TILE

1.1 Ceiling tile shall be USG Fissured, #506, 2'x2' tiles

IX. OUTLETS

1.1 All electrical work shall comply with the 2011 NEC.

1.2 All outlets shall meet the following specifications:

- A. Outlets shall be rated at 20 amps and Ivory in color.
- B. No Stab-In type connections will be accepted, all connections will be wrapped around the screw.
- C. All outlet cover plates shall be "mid-size" and Ivory in color.
- D. All wiring shall be MC (Metal Clad) Cable.
- E. All lighting circuits shall be MC Cable containing control wires for dimmer switches.
- F. All boxes shall be metallic and approved for use with MC Cable.
- G. Boxes to be installed in existing, furred out walls shall be Steel City, Thomas & Betts catalog # CDOWTG-25 or approved equivalent.

X LIGHT SWITCHES

1.1 All electrical work shall comply with the 2011 NEC.

- 1.2 Light switches shall be **Acuity Controls sPODM switchpad** or approved equivalent.
- A. No Stab-In type connections will be accepted, all connections will be wrapped around the screw.
 - B. Switches and cover plates shall be Ivory in color. Cover plates to be mid-size.

XI. DATA JACKS

- 1.1 Data Jacks will consist of a handy box, (nominal 2"x4"x1 7/8") installed in the wall 18" high connected to a 3/4" EMT conduit ran behind the drywall connected to a second handy box located above the top plate. Install an Ivory blank cover on the handy box located in the wall.
- 1.2 Where Data Jacks are located in existing, furred out walls, the Steel City box specified in IX.1.2.G. above shall be used in place of the Handy Box.

XII. OWNER SUPPLIED MATERIALS

- 1.1 One Square D, type NQ, 42 Slot, circuit breaker panel, model 1640CT0801, 2008, Class 1640. With one 200A Main breaker and 22 each, 20A single pole branch circuit breakers.