

INVITATION FOR BID (IFB)

Issue Date: January 6, 2014

IFB No. 1873

Title: Roof Replacement: Yorktown Middle School.

Classification Code: 91066

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
Yorktown, Virginia 23690

Using Agency:

County School Board of York County, Va
Attn: Mark Tschirhart
302 Dare Road
Yorktown, Virginia 23692

Sealed Bids Will Be Received Until **Tuesday February 4, 2014 at 3:00pm** in the Purchasing Conference Room at (The Issuing Agency Location above), at Which Time They Shall Be Opened In Public And Read Aloud.

Note: Pre-Bid Meeting: Yorktown Middle School, **Thursday, January 16, 2014 at 10:00am**, meet in the main office area, 11201 George Washington Hwy., Yorktown, Va. 23692.

Inquiries For Information To Be Directed To: Victor Robinson, Buyer, (757) 890-3680
E-mail address: victor.robinson@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 Under- signed Offers And Agrees to Furnish The Materials Described At the Prices Indicated In **Section 29.0** of IFB1873.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Print/Type Name: _____

Telephone No: () _____

Title: _____

E-mail: _____

Federal Tax ID#: _____

State Corporation Commission (SSC) No. _____

1.0 PURPOSE

It is the express intent of this formal Invitation for Bid (IFB1873) to acquire the services of a fully qualified Contractor, hereinafter the “Contractor,” to complete the roof replacement at Yorktown Middle School for the County School board of York County, Virginia, hereinafter” Owner” in accordance with all applicable Federal, State, and Local government laws, ordinances, rules, regulations and these specifications, at the prices offered on the Bid Form / Bid Schedule (**Section 29.0**) of IFB1873.

Project Name: Roof Replacement: Yorktown Middle School.
Yorktown Middle School
11201 George Washington Hwy.,
Yorktown, VA 23692

Owner: County School Board OF York County, Virginia
302 Dare Road
Yorktown, VA 23692

1.1 SUMMMARY OF WORK

This project recovers approximately 8,757 square feet of existing roof system with PVC membrane over 1/2 “ cementitious cover board. In addition the project also coats approximately 65,293 square feet of roof coating with acrylic latex coating system. Also included in the Contract is the removal, salvage, modification & reinstallation of 6 storefront window system.

2.0 CONTRACT TIME

A.) The Contractor shall have access to the site commencing with the Notice to Proceed. **The Work shall start no earlier than June 16, 2014, and all work must be substantially completed by August 15, 2014. Final Completion shall be completed no later than September 15, 2014.**

3.0 PRE-BID CONFERENCE:

A Pre-Bid Meeting Will Be Held At Yorktown Middle School, come to the main office area, to sign in, 11201 George Washington Hwy., Yorktown, VA 23692, at **10:00am on Thursday, January 16th, 2014.**

This will be the only time bidders will be allowed to go up on the roof. A picture ID may be required.

4.0 PLANS AND SPECIFICATIONS:

Plans and specifications may be obtained from the office of the Central Purchasing Division, County of York, Virginia, 120 Alexander Hamilton Boulevard, Yorktown, Virginia 23690 hereinafter "Central Purchasing" between the hours of 8:15 a.m. and 5:00 p.m. A non-refundable fee in the amount of \$40.00 per set payable by, cash, credit card, check to Deborah Robinson, Treasurer, County of York, will be required for each set of Bidding Documents. Requests for Plans and Specifications to be shipped/mailed must be in writing and accompanied by additional non-refundable fee in the amount of \$25.00 per set made payable to Deborah Robinson, Treasurer, County of York.

Plans and specifications may also be examined at the plan rooms of the Peninsula and Norfolk Builders Exchange.

Bid withdrawal procedures shall be in accordance with the Code of Virginia Section 2.2-4330 (B1)

Contact Victor Robinson at 890-3680 victor.robinson@yorkcounty.gov for additional information or assistance. The County reserves the right to reject any and all bids, award this contract in whole or in part, and to waive any informalities in bidding.

5.0 GENERAL TERMS AND CONDITIONS:

Except to the extent further modified by this IFB, the General Terms and Conditions are set out in AIA Document A201-1997 "General Conditions of the Contract for Construction," as modified by the Supplemental Conditions, section 24.0 herein. Hereinafter, all references to AIA Document A201 shall mean AIA Document A201- 1997 edition "General Conditions of the Contract for Construction," as so modified.

6.0 APPLICABLE POLICY:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 12-13r, effective September 18, 2012), and any revisions thereto.

7.0 MANDATORY USE OF OWNER'S FORM:

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of the bid opening.

8.0 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Central Purchasing after the date and time specified for scheduled receipt, will not be considered. It will be the responsibility of the Bidder to see that his bid is in Central Purchasing 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.**

9.0 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the Terms and Conditions of AIA Document A201-1997, as modified by the Supplemental Conditions and IFB 1873, and the Invitation For Bids 1873 and other schedules contained herein, the latter shall take precedence.

10.0 CLARIFICATIONS OF TERMS:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by Central Purchasing .

11.0 TESTING/INSPECTIONS:

The Owner reserves the right to conduct any test/inspection it may deem advisable to ensure that the goods and services conform to the specification. Owner may require a demonstration of equipment offered by Bidders.

12.0 ETHICS IN PUBLIC CONTRACTING:

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 that they have not conferred on 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.

13.0 WARRANTY:

Warranties shall be provided in accordance with the Warranty information included on sheets A0.05 and A0.06 of the Construction Documents.

The Bidder agrees that the parts, supplies, materials and service furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such parts, supplies and services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation, the contract or applicable state or federal law.

14.0 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this IFB1873 and Contract.

15.0 INFORMATION FOR BIDDERS:

Bids must comply with all of the requirements of this IFB.

- 15.1 Award will be made to the lowest responsible and responsive bidder. The quality of the products and services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery/completion terms will be taken into consideration in making the award.
- 15.2 Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery/completion is accepted by Owner or from date correct invoice is received by the Owner, whichever is the later date.
- 15.3 Acceptance of a bid on behalf of Owner by the County of York, Virginia, Central Purchasing, is not an order to proceed.
- 15.4 Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the equipment and services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the equipment and services bid on at the price(s) stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered in accordance with the Contract documents.
- 15.5 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids. Bids must show a lump sum total price as set forth in Section 29.0 In case of error in the extension of prices, the lump sum total price shall govern.
- 15.6 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- 15.7 Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

- 15.8 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- 15.9 The time of completion of the project is stated in definite terms in **Section 32.0**
If the time of completion delivery for different commodities varies, the bidder shall so state.
- 15.10 The Owner reserves the right to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- 15.11 Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 15.12 Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- 15.13 Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
- 15.14 Length of time for completion / delivery as well as price may be considered in awarding of the bid.
- 16.0 **BID SECURITY:**
Bids shall be accompanied by a bid guarantee of not less than Five Percent (5%) of the bid, which may be a Bid Bond, a Certified Check, or Cashier's Check, made payable to Deborah Robinson, Treasurer, York County, Virginia. Such Bid Bond or check shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of sixty (60) days; and, that if his bid is accepted, he will enter into a formal contract with the Owner, and the required bonds will be given.

17.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications or scope of work of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications and scope of work shall be made on the basis of this statement.

18.0 WORK SITE DAMAGES / REPLACEMENT OF DAMAGED PROPERTY:

The Contractor shall replace or repair any property damaged by Contractor, subcontractor(s), or their employees and / or agents, including but not limited to any damages to finished surfaces, existing structures, fences, trees, plants, grass, walks, drives, and building surfaces, without limitation. Contractor shall restore to its original condition any real or personal property, equipment or material whether that of the Owner's or belonging to a private party, that is damaged as a result of work associated with this Project. All such repairs and / or replacements shall be to the Owner's satisfaction, at no cost to the Owner, and the Contractor's sole expense.

19.0 TRADE NAMES AND ALTERNATIVES

All materials specified have been determined to have characteristics appropriate for the purposes of this Project. When the drawings or specifications specify one or more manufacturers' brand names or makes of materials, devices or equipment as indicating a quality, style, appearance or performance, the bidder shall base his bid on either one of the specified brands. Unless the clause "or equal" is used in the specifications or scope of work pertaining to the material or article, only the specified items shall be used. In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the proposed use of alternate article other than that specified must be approved by the Owner. 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.

The burden of proof as to the comparative quality and suitability of alternative equipment, articles or materials shall be upon the bidder and he shall furnish at his 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 his decisions shall be final and unreviewable.

Requests for approval of alternate products shall be submitted in writing to the Central Purchasing Office a minimum of seven (7) calendar days prior to the due date and time of the bids and shall include manufacturers samples(s). Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described. Substitution of equipment, articles or materials for specified items or approved alternates after bid opening may not be made without the prior written approval of the Owner.

20.0 AWARD AND EXECUTION OF CONTRACT:

20.1 Award of Contract:

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

20.2 Form of Contract:

An example of the proposed contract format is enclosed. Both parties shall execute a similar contract prior to approval by the County Attorney.

Copies of the required Payment and Performance Bonds are also attached.

20.3 Entering Contract:

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract and by furnishing the Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the owner may allow. Samples of all documents referred to except the Certificate of Insurance, are attached hereto.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner.

20.4 Execution of Documents:

All documents which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested to by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign; and in the case of a partnership, the signature of a partner shall bind the partnership; and in the event of a limited liability company, a member (or the manager, if any) shall sign.

21.0 NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds the Purchasing Agent reserves the right to negotiate with the apparent low bidder to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

22.0 INVOICING/PAYMENTS TO THE CONTRACTOR:

Billings to the Owner shall be by issuance of a Certificate for Payment by the Architect in accordance with AIA Document A201-1997, as modified herein, and shall reference the purchase order number. Upon issuance of a Certificate for Payment by the Architect, and acceptance of same by the Owner, the Owner shall issue payment based on the Certificate for payment, and as approved by the Owner, to the Contractor within thirty (30) days after receipt of the Certificate of Payment.

23.0 GUARANTEE:

All materials and equipment furnished by the Contractor and all work involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of 2 years after date of substantial completion of work. All such materials and equipment, furnished by the Contractor, and all work involved in this Contract which proves defective, by reason of faulty material or workmanship within said period of 2 years, shall be replaced by the Contractor free of cost to the Owner.

Nothing herein shall be deemed a waiver of Owner to seek any available legal or equitable remedy, A waiver by Owner of any other available remedy for Contract default, a waiver by Owner to seek any available remedy provided by any applicable warranty, a waiver of any applicable statute of limitations period, or a waiver of any other applicable warranty period.

24.0 SUPPLEMENTAL CONDITIONS:

The following Supplemental Conditions modify the "General Conditions of the Contract for Construction", AIA Document A201 - 1997. Where a portion of the General Conditions is modified or deleted by these Supplemental Conditions, the unaltered portions of the General Conditions shall remain in full force and effect, but subject to modification by IFB 1873.

SUPPLEMENTAL CONDITIONS**ARTICLE 1; GENERAL PROVISIONS****1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add to 1.2. the following Clause 1.2.3.1:

1.2.3.1 "Where on any drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other work. Where details or conditions are indicated but started only, such details, or conditions shall be continued throughout the course or parts in which they occur and shall also apply to all other similar parts of the Work unless otherwise indicated or specifically noted. On all Drawings, figures shall take precedence over measurements by scale, and scaling is done at the Contractors own risk."

1.5 EXECUTION OF CONTRACT DOCUMENTS

Delete subparagraph 1.5.2 in its entirety and substitute the following:

1.5.2 "By the signing and delivery of this Contract, the Contractor acknowledges that he has fully acquainted himself with all provisions and requirements of the Contract Documents, that he has visited and inspected the job site and building area in which the work is to be performed, that he has satisfied himself as to the nature and location of the Work, including any obstructions, amount of work, the general and local conditions, actual levels, the equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with such information will not relieve him from the responsibility for successfully performing the Work. There shall be no claim allowed for additional compensation to Contractor based upon unanticipated or additional work unless Contractor can show to Owner's sole satisfaction that such unanticipated or additional work could not have been discovered by reasonable means prior to the bid."

ARTICLE 2; OWNER**2.1. GENERAL**

Delete Subparagraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Subparagraph 2.2.1 in its entirety.

2.2.3 Add a new last sentence: “The Owner has endeavored to ascertain all pertinent information regarding site conditions and have, to the best of its ability furnished all such information to the Contractor. Such information is given, however, as being the best factual information available to the Owner, but is advisory only.”

Delete subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 “The Contractor will be furnished, free of charge ten (10) copies of the drawings. Additional sets will be furnished at the cost of reproduction, postage and handling.”

2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

Delete subparagraph 2.4.1 in its entirety and substitute the following:

2.4.1 “If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of a written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.”

ARTICLE 3; CONTRACTOR

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add a new last sentence: "However, the County of York has agreed to waive payment of those fees imposed by the County of York, Virginia."

Delete subparagraph 3.7.2 in its entirety and substitute the following:

3.7.2 “All work shall comply with all applicable federal, state and local regulations, codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provision of this specification shall be construed as waiving any other rules, regulations or requirements of these authorities. The Contractor shall keep himself fully informed of any County regulation and all state and federal laws which in any manner effect the work herein specified. In any instance where these specifications or scope of work call for materials for construction of a better quality or larger size than required by the codes, the provision of the specifications and scope of work shall take precedence. Conversely, should the codes call for better quality or larger size, the codes shall govern.”

Add a new subparagraph 3.7.5 as follows:

3.7.5 “The Owner will pay all permit and connection fees required for the work but the Contractor shall be responsible for securing same.”

3.9 SUPERINTENDENT

Delete subparagraph 3.9.1 in its entirety and substitute the following:

3.9.1 “The Contractor shall assign a project manager to the work and have a competent superintendent or foreman satisfactory to the Owner on the work site at all times during progress of the work. The superintendent or foreman shall represent the Contractor and communications given to the superintendent or foreman shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing.

The Owner reserves the right to suspend the work until such time as a competent foreman or superintendent 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.”

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following subparagraph 3.10.4:

3.10.4 “The Contractor shall submit an updated construction schedule monthly with his application for payment. The revised schedule will demonstrate a strategy for overcoming any variances in the previous month's schedule in order to complete the project on time. Pay requests will not be reviewed unless accompanied by the updated schedule.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Amend subparagraph 3.12.5 by adding new sub-paragraphs 3.12.5.1 and 3.12.5.2, as follows:

3.12.5.1 “Any Drawings, Schedules, and Catalog Data submitted without the Contractor's stamp of approval will not be considered by the Architect and will be returned to the Contractor.”

3.12.5.2 “The Contractor shall be responsible for the satisfactory construction of all Work in accordance with the quantities, dimensions, and designs shown in the Contract documents and the furnishing of all materials necessary for the Work and required by the Contract Documents even if not indicated on the submittals that have been approved by the Architect.”

Amend subparagraph 3.12.8 by adding the following to the end of the paragraph:

“Failure to so notify the Architect in writing of such deviations shall constitute just cause for rejection of samples and Shop Drawings, including all finished work resulting therefrom, at any time during the construction and up through the prescribed guarantee period. The Architect's approval of samples and Shop Drawings is made with the understanding that such Shop

Drawings and samples conform with, and do not deviate from the Contract Documents unless Architect is so informed in writing at the time of submittal thereof.”

3.14 CUTTING AND PATCHING

Add to 3.14 the following subparagraph 3.14.3:

3.14.3 “No cutouts, access doors or mechanical or electrical conduit or devices of any sort shall be installed in finished materials or areas other than in mechanical rooms, wall chases and shafts without specified prior approval of location, and without the prior submittal by Contractor to Owner of a sample of the proposed catalog cut. “

3.15 CLEANING UP

Delete subparagraph 3.15.1 and substitute the following:

3.15.1 “For the performance of the contract, the Contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by Owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials, if any, shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the Owner.

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the site of work, surplus and discarded materials, temporary structures, the Contractor’s tools, construction equipment, machinery, surplus materials and debris of every kind. Contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work will be disposed of at a location satisfactory to the Owner.”

3.16 ACCESS TO WORK

Add to 3.16. the following clause 3.16.2:

3.16.2 “The Owner and Architect shall have access to the Work at all times. The Contractor shall keep the Architect advised of the progress of the Project and shall provide opportunity for the Owner or his representative and the Architect to inspect each phase of the Work. The Contractor shall provide proper and safe facilities for such access and for inspection.”

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

Delete subparagraph 3.17.1 and substitute the following:

3.17.1 “The Contractor shall pay all royalties and license fees. The Contractor guarantees to save the Owner, its officers, agents and employees, harmless from liability of any nature or kind

for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract or of which the Contractor is not the patentee, assignee or licensee and shall defend all such suits or claims. Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

This subparagraph 3.17.1 shall be deemed to be incorporated into any contract awarded as a consequence of this bid.”

3.18 INDEMNIFICATION

Delete subparagraph 3.18.1 and substitute the following:

3.18.1 “Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney’s fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the contract and shall indemnify Owner, its agents, officers and employees against and save Owner, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death, at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence of Owner, its agents, officers and employees. Compliance by the Contractor with the insurance provision hereof shall not relieve Contractor from liability under this provision.

Should Contractor, its employees, servants or agents and any subcontractors use any of Owner’s equipment, tools, employees, or facilities, such will be gratuitous and Contractor and subcontractors shall release Owner its agents, officers and employees from and indemnify and save Owner, its agents, officers and employees harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

The Contractor, its employees, servants or agents and any subcontractors guarantees to save the Owner, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee or licensee.

This subparagraph 3.18.1 shall be deemed to be incorporated into any contract awarded as a consequence of this bid.

ARTICLE 4; ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Add to 4.1.1 the following clause 4.1.1.1:

4.1.1.1 “Wherever the term "Architect" is used in the Contract Documents, it refers to Hudson + Associates Architects, PLLC and/or their duly authorized representatives.”

Delete Subparagraphs 4.1.2 and 4.1.3.

4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT

Delete subparagraph 4.2.12 and substitute the following:

4.2.12 “Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor.”

4.3 CLAIMS AND DISPUTES

Delete Subparagraph 4.3.1 and substitute the following:

4.3.1 “Definition. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract but specifically does not include any Claim or demand arising for the first time after final payment is made. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.”

Delete Subparagraph 4.3.2 and substitute the following:

4.3.2 “TIME LIMIT ON CLAIMS.

- a. Notice. Notice of a claim by either party must be given to the other party within thirty (30) calendar days after occurrence of the event giving rise to such Claim or within thirty (30) days after the Claimant should reasonably have known of the condition giving rise to the Claim, whichever is later. Notice of claim must be made by written notice. Failure to make claims within the time period specified in this subparagraph shall be deemed a waiver of the claim.
- b. Documentation. Supporting documentation of the claim shall be submitted within sixty (60) calendar days of the event on which the claim is based. Failure to submit supporting documentation within sixty (60) days bars further pursuit of the claim.
- c. Additional claim. An additional claim made after the initial claim had been implemented by change order will not be considered unless submitted in a timely manner.”

4.3.7 CLAIMS FOR ADDITIONAL TIME.

Add the following to the end of subparagraph 4.3.7.1:

“Requests for extension of time based on delayed deliveries of materials will not be considered, except in Owner’s sole and unreviewable discretion. Submission of a bid and the time of completion stated thereon shall be considered confirmation of Contractor's having verified delivery dates for required materials.”

4.3.8 INJURY OR DAMAGE TO PERSONS OR PROPERTY

Delete subparagraph 4.3.8

4.4 RESOLUTION OF CLAIMS AND DISPUTES

Amend Subparagraph 4.4.4 by adding the following language at the end, as follows:

“If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. “

Delete Subparagraph 4.4.5 and substitute the following:

4.4.5 “The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties unless a Claim is submitted pursuant to Subsection 4.4.9 herein.”

Delete subparagraph 4.4.6 in its entirety.

Add a new subparagraph 4.4.9 as follows:

4.4.9 “Any controversy or Claim by Owner or Contractor arising out of or related to the Contract, or the breach thereof, except for Claims which have been waived by the making and acceptance of final payment as provided in the Contract documents, may be submitted for review to the County School Board of York County, Virginia pursuant to the terms of Section 15.2-1243, et. seq. of the Code of Virginia (applied to the School Board *mutatis mutandis*) within ten (10) days of the date of the Architect's written decision issued pursuant to Subparagraph 4.4.5. Failure to file a Claim as provided for in this subparagraph within ten (10) days of the date of the Architect's decision, shall be deemed a waiver of further review of the Claim.”

4.5 MEDIATION

Delete Paragraph 4.5 and all Subparagraphs thereof in their entirety.

4.6 ARBITRATION

Delete paragraph 4.6 and all Subparagraphs thereof in their entirety.

ARTICLE 5; SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF WORK

Add the following Subparagraph 5.2.5:

5.2.5 “The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner and all work by said subcontractor shall immediately cease.”

Add the following Subparagraph 5.2.6

5.2.6 “Contractor shall provide a statement in writing from each subcontractor that such subcontractor waives all rights to assert any claims, actual and/or consequential, against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the Contractor to pay such subcontractor any sums owed by the Contractor to such subcontractor.”

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraph 5.4.2 in its entirety.

ARTICLE 6; CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

Add the following subparagraph 6.2.6:

6.2.6 “If any other Contractor or his subcontractors or their material suppliers shall suffer loss or damage through acts of omissions on the part of the Contractor, any subcontractor, and sub-subcontractor or any material man of any of the foregoing, the Contractor agrees to reimburse such other Contractor or his sub-contractor or material supplier to the extent that they may be entitled to reimbursement. If such other Contractor or subcontractor or his material supplier shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor and the Contractor shall indemnify and save the Owner harmless from and against loss, liability, claim, damage, fee, expense, including reasonable attorney's fees of any kind whatsoever arising out of or in any way connected with any such claim and Contractor shall defend at his own expense any suit in connection with any such claim, and if a judgment shall be rendered against the Owner in connection with any such

claim, Contractor shall pay or satisfy any such judgment or claim and shall pay all costs, fees, expenses, disbursements and liabilities of whatsoever kind in connection therewith.”

ARTICLE 7; CHANGES IN THE WORK

7.2 CHANGE ORDERS

Add the following Subparagraph 7.2.3

7.2.3 “Before any work under this Agreement shall qualify as additional work and made part of a change order, the Contractor shall notify the Owner and Architect in writing of his intention to treat certain work, if performed, as additional work and his reasons therefore. If written notice is not given, no claim for additional work will be honored. Notice by Contractor shall not be construed as proving the validity of the claim.”

Add the following Subparagraph 7.2.4

7.2.4 “Upon agreement that a change order is necessary by the Owner, Architect and Contractor, the parties will execute a written change order specifying the scope of work and the schedule for both work and additional payment, if any, agreed to by the parties. No oral agreement or directive regarding additional work or a change in terms of the Agreement by an employee of the Owner shall be binding on Owner.”

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.6 In the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with Clause 7.3.10.1 through 7.3.10.6 below."

Add the following Subparagraph 7.3.10:

7.3.10 “ In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by the Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.”

ARTICLE 9; PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following clause 9.3.1.3 to 9.3.1:

9.3.1.3 “Until substantial completion, the Owner shall pay no more than ninety-five percent (95%) of the amount due the Contractor on account of progress payments.”

Add the following Subparagraph 9.3.4

9.3.4 “All material and work covered by partial payments that thereafter becomes the sole property of Owner shall not be construed to relieve the Contractor from the sole responsibility for the safety and protection of all materials and work upon which payments have been made or the Contractor’s responsibility of 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 Contract Documents.”

9.7 FAILURE OF PAYMENT

Delete subparagraph 9.7.1

9.8 SUBSTANTIAL COMPLETION

Amend subparagraph 9.8.4 by adding the following:

“Nothing herein shall authorize the Architect to extend the date for final completion of the Work except as authorized in Article 7.”

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following to Subparagraph 9.10.2:

9.10.2 “(6) a record set of as-built drawings and specifications or manual. “

Add the following Subparagraph 9.10.2.1

9.10.2.1 “Within thirty (30) days after issuance of the final Certificate for Payment, upon acceptance of same by the Owner, and upon Contractor’s compliance with the terms of Subparagraph 9.10.2 the Owner shall make final payment to the Contractor pursuant to Paragraph 9.10.”

Delete Subparagraph 9.10.3

Delete Subparagraph 9.10.5 and substitute the following:

9.10.5 “Acceptance of final payment by the Contractor or sub-contractor or material supplier shall constitute a waiver and release of all Claims by that payee except those previously made in writing and pursued by the payee as required by the terms of the Contract Documents. Such Claims previously made must be identified by the payee as unsettled at the time of final application for payment.”

Add Subparagraph 9.10.6 as follows:

9.10.6 “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 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 the failure of Owner to file a Claim as set forth in the Contract Documents, nor any correction of defective work by Owner, shall constitute an acceptance of work 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 or the payment bond.”

Add the following Subparagraph 9.10.7

9.10.7 “No Certificate for Payment issued by the Architect and no payment, final or otherwise, nor partial or entire use or occupancy of the Work by the Owner shall be 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 or the Performance and Payment Bonds. Any dispute of the Final Payment by the Contractor shall be resolved as a claim against the Owner and processed pursuant to Virginia Code Section 15.2-1243 et seq. and 22.1-122 applied to the Owner *mutatis mutandis*.”

Add the following Paragraph 9.11 as follows:

9.11 LIQUIDATED DAMAGES

9.11.1 “Because time is of the essence and because the consequences of untimely completion of the Work cannot be quantified as of the date of this Agreement, the parties agree that the Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially complete Two Hundred U.S. Dollars (\$200.00), and for each calendar day of delay until the Work is finally complete Two Hundred U.S. Dollars (\$200.00) for a possible total of Four Hundred U. S. Dollars (\$400.00) per calendar day of delay, and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract.”

ARTICLE 10; PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add to 10.2.1 the following paragraph 10.2.1.4:

10.2.1.4 “Contractor's materials, tools, machinery, equipment, appliances, shoring, sheds and personal property of the Contractor's employees.”

Add to 10.2.2 the following clause 10.2.2.1:

10.2.2.1 “The Contractor agrees in order that work be executed with the greater degree of safety:

- (1) To comply with all laws, ordinances, and regulations regarding safety.
- (2) To comply as applicable with the "Rules and Regulations Governing Construction Demolition and All Excavations" as adopted by the Safety Codes Commission of the Commonwealth of Virginia.
- (3) To conform to all applicable provisions of the "Manual of Accident Prevention in Construction" published by the Association of General Contractor of America, Inc., latest edition.
- (4) To comply with all applicable provisions of the "Occupational Safety and Health Act of 1970," as amended.”

In subparagraph 10.2.5 delete the language within the parentheses.

Add the following Subparagraph 10.2.8 as follows:

10.2.8 “The Contractor shall to the greatest extent practicable secure the Work against weather, providing coverage or other protection of the Work against damage by wind or rain or other

weather events. In the event Contractor shall fail to provide such protection, Contractor shall be obligated to correct or remediate all damages to the Work, and to any other structure or property of which the Work is a part or is affixed to the satisfaction of the Owner, by reason of (without limitation) inundation by water, damage from wind, or any damage resulting therefrom including without limitation the growth of mold as a result of exposure of the Work or any portions thereof to the elements. “

10.3 HAZARDOUS MATERIALS

Delete Subparagraph 10.3.2 in its entirety and in its place substitute the following:

10.3.2 “The Owner shall verify the presence or absence of the material or substances reported by the Contractor and, in the event such material or substance is found to be present, verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shut-down, delay and start-up.”

Delete subparagraph 10.3.3 in its entirety.

Delete subparagraph 10.5 in its entirety.

ARTICLE 11; INSURANCE AND BONDS

11.1 CONTRACTOR’S LIABILITY INSURANCE

Add new subparagraphs 11.1.1.9 and 11.1.1.10, as follows:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C, and U coverage as applicable).
2. Independent Contractor's Protective
3. Products and Completed Operations
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.”

11.1.1.10 “If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.”

Add the following Clause 11.1.2.1:

11.1.2.1 “The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation

(a) State: Statutory

(b) Applicable Federal (e.g., Longshoreman's) Statutory

(c) Employer's Liability: \$100,000 per Accident

\$100,000 Disease, Policy Limit

\$500,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

(b) Property Damage:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

(c) Products and Completed Operations to be maintained in full effect for one year after the date of final acceptance of the project by the Owner

\$1,000,000 Aggregate

(d) Property Damage Liability Insurance shall provide X, C, and U coverage

(e) Broad Form Property Damage Coverage shall include Completed Operations.

3. Contractual Liability:

(a) Bodily Injury:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

4. Personal Injury, with Employment Exclusion deleted:

\$1,000,000 Aggregate

5. Business Auto Liability (including owned, non-owned and hired vehicles):

(a) Bodily Injury:

\$1,000,000 Each Person

\$1,000,000 Each Occurrence

(b) Property Damage:

\$1,000,000 Each Occurrence

6. Umbrella Excess Liability:

\$5,000,000 over primary insurance, Each Occurrence

\$5,000,000 over primary insurance, Aggregate

\$10,000 retention for self-insured hazards each occurrence.”

11.1.3 Add the following sentence to Subparagraph 11.1.3:

“If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. The Contractor shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees” as Additional Insured, with primary status, without participation from the Board's insurers” on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Further, the successful Contractor agrees they shall immediately notify, in writing, the Owner of any changes, modifications, and/or termination of any insurance coverages and/or policies required by the resulting contract.”

11.2 OWNER'S LIABILITY INSURANCE

Delete subparagraph 11.2.1 in its entirety.

11.4 PROPERTY INSURANCE

Delete subparagraphs 11.4.1, 11.4.1.1, 11.4.1.2, 11.4.1.3, and 11.4.1.4, and substitute the following:

11.4.1 "Contractor or builder's risk insurance in the all-risk form shall be provided by the Contractor in a minimum amount of 100 per cent (100 %) of the Contract Sum covering damage to or loss of work performed under the Contract caused by fire, water, explosion, wind, lightning, vandalism, malicious mischief and any other similar casualty risk or peril. The insurance shall be payable to the Owner and the Contractor as their respective interests may appear. The Owner shall be named as an additional insured on the insurance policy and Contractor shall provide the certificate of insurance from a carrier acceptable to the Owner specifying such limit, along with the proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured, with primary status, without participation from the Board's insurers" in the insurance contract. Such insurance shall cover portions of the Work stored off site, and also portions of the Work in transit."

Delete Subparagraphs 11.4.2, 11.4.3, 11.4.4, 11.4.5, 11.4.6, 11.4.7, 11.4.8, 11.4.9 and 11.4.10.

11.5 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.5.1 and substitute the following:

11.5.1 "The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be in the form specified in the Contract Documents with surety approved by the County Attorney. The cost of all bonds shall be included in the Contract sum. The amount of each bond shall be equal to 100 percent (100%) of the Contract sum. The bonds shall be maintained in full force and effect until final acceptance of the Work by the Owner however the Performance bond shall be in accordance with Sections 11.5.1.3 and 11.5.1.4 below. The Contractor will cause the surety to agree to be bound by each and every provision in the Contract Documents."

11.5.1.1 "The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished."

11.5.1.2 "The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney."

11.5.1.3 “Whenever the 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 thirty (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 the Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant.

The Performance Bond shall require the Surety to give written notice to the Owner, within seven (7) days after receipt of the notice of default by Owner, of the Surety's election either to remedy the default or defaults promptly or to pay the Owner the penal sum of the bond, time being of the essence. In the notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of Work, (c) the finishing of each omitted item of Work, and (d) the performance of the Work.

Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonable withheld, to take over and assume completion of the Contract and Surety shall promptly pay the Owner the penal sum of the bond, such payment to be made at the time of the notice, time being of the essence. The surety shall not assert insolvency of the Contractor or Contractor’s denial of default as justification for its failure to promptly remedy the default or defaults or to perform the Work.”

11.5.1.4 “The Performance Bond shall also require the Contractor to make good at his own expense, work due to imperfect materials and workmanship for those periods of time as specified in Section 23.0 of IFB 1873 “GUARANTEE” following substantial completion of the project. The Surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.”

ARTICLE 13; MISCELLANEOUS PROVISIONS

13.6 INTEREST

Delete Subparagraph 13.6.1

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete paragraph 13.7.1 and all subparagraphs thereof, in their entirety.

Add a new paragraph 13.8 as follows:

13.8 “EQUAL OPPORTUNITY

13.8.1 During the performance of this contract, the Contractor shall maintain policies of employment, in conformance with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act, as follows:

13.8.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by Virginia law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.8.1.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

13.8.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

13.8.1.4 During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of this prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

For the purpose of this subsection, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this subsection, 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.

13.8.2 The contractor will include the provisions of the foregoing subparagraphs 13.8.1.1, 13.8.1.2, 13.8.1.3 and 13.8.1.4 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13.8.3 In accordance with Section 2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in the Code of Virginia Section 2.2-4343.1 (B) on the basis of the organization's religious character or (ii) impose condition that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of Section 2.2-4343.1 of the Code of Virginia, or (b) impair, diminish, or

discourage the exercise of religious freedom by the recipients of such goods, services or disbursements.

13.8.4 By signing this Contract, the Contractor certifies that it does not and will not, during the performance of this Contract, violate the provision of the Federal Immigration Reform and Control Act of 1986, as amended, which prohibits employment of illegal aliens.”

ARTICLE 14; TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION OF THE CONTRACTOR

Delete Subparagraph 14.1.1.4

14.2 TERMINATION BY THE OWNER

14.2.2 In the first sentence, delete "upon certification by the Architect that sufficient cause exists to justify such action."

END OF SUPPLEMENTAL CONDITIONS SECTION

25.0 INSURANCE:

The Contractor shall carry insurance in the coverage and amounts specified in ARTICLE 11 of the Supplemental Conditions, above, including the Contractual Liability assumed by the Contractor and prior to the commencement of any work shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s) (such additional insured status shall be primary without participation by Owner's insurers). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

The successful Contractor shall immediately notify the Owner, in writing, of any changes, modifications, and / or termination of any insurance coverage and /or policies required herein and in the resulting Contract.

26.0 CONTRACTOR REGISTRATION:

If a contract is for seventy thousand dollars (\$70,000) or more, or if total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed as a "CLASS A CONTRACTOR." If a contract of fifteen hundred dollars (\$1,500) or more but less than seventy thousand dollars (\$70,000), the bidder is required to be licensed as a "CLASS B CONTRACTOR."

The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his Contractor License Number:

Licensed Class A Virginia Contractor No. _____ Class
Licensed Class B Virginia Contractor No. _____ Class

If the Bidder shall fail to obtain this license prior to submission of his/her bid, the bid shall not be considered.

27.0 SCC REGISTRATION:

If Contractor 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, Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Contractor 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 an act of default enabling Owner to all remedies for default, including but not limited to revocation of this Contract.

28.0 Certifications: In accordance with Virginia Code Section 22.1-296.1, all contractors shall certify that they or any of their employees who will provide services under any resulting contract and who will be in direct contact with York County School Division students:

- 1) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

For purposes of this requirement, “direct contact with students” means being in the presence of students on school property during regular school hours or during school-sponsored activities.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The Company Certification should be completed in its entirety. Any person, employee, subcontractor, agent, officer, owner or shareholder of the corporation, firm or partnership who will provide services under a resulting contract and who will be in direct contact with York County School Division students shall meet the certification requirements.

Please note that this certification shall be binding throughout the contract period and the contractor shall provide the York County School Division with immediate notice of any event which renders their certifications untrue.

29.0 BID SCHEDULE

The undersigned, having read and understood the Bidding Documents, and having visited the site and become familiar with local conditions under which the Work is to be performed, proposes to execute the Work described in the Contract Documents in accordance with the Bidding Documents specifications, terms, and conditions and related documents herein, and based on the materials, equipment and systems required by the Bidding Documents, without exception, the bidder agrees to provide all labor, supervision, materials, tools, equipment, warranties, and invoice, for the total sum of:

- 29.1 (1) Roof Recovery & Window Modification at Roof Areas B & C.
- (2) Blister Repair & Roof Coating at Roof Areas A, D, I, J, & L.
- (3) Duct Support Installation at Roof Areas I & N.

BASE BID _____

Dollars (\$_____)

- 29.2 Unit Price -1 Repair Cap Sheet Blister per Square Foot (SF)
in Excess of Repairs Included in Contract.

LABOR & MATERIALS \$_____ /SF

29.3 Alternate #1 – Blister Repair & Roof Coating at Roof Area N (\$_____)

Alternate #2 – Blister Repair & Roof Coating at Roof Area K (\$_____)

Alternate #3 – Blister Repair & Roof Coating at Roof Area M (\$_____)

Alternate #4 – Blister Repair & Roof Coating at Roof Areas F & G (\$_____)

30.0 CONTRACTOR QUALIFICATIONS:

Contractor must have completed at least three (3) projects of similar size and scope to this Project to the satisfaction of the Owner in the last five (5) years. References for these Projects must be included in the Contractors Data section 34.0 of this IFB1873.

31.0 ADDENDA

Bidder acknowledges receipt of the following addenda and agrees the requirements thereof are included in this proposal:

<u>Addenda #</u>	<u>Date</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

32.0 CONTRACT TIME

The Contractor shall have access to the site commencing with the Notice to Proceed. **The Work shall start no earlier than June 16, 2014, and all work must be substantially completed by August 15, 2014. Final Completion shall be completed no later than September 15, 2014.** This time frame makes allowance for a total of 4 weather delay days per calendar month. A day will be considered a rain day when, on a work day(Monday through Friday), it rains at the job site so less than 4 hours of production can occur or when the chance of rain exceeds 70% as reported by a source agreed upon at the pre-construction meeting. Days that are rain days will be established by mutual agreement on that day, but the Owner will have final authority on that day to establish whether or not the day will be considered a rain day. The Contractor’s failure to make a rain day claim on the day of the occurrence will be interpreted as a “no-claim”.

33.0 AGREEMENT TO EXECUTE CONTRACT:

Within 60 days after the opening of Bids or any time thereafter before withdrawing this Bid, the Undersigned will, within ten (10) days after receipt of written Notice of Acceptance of this Bid, execute and deliver to the Owner the Contract Agreement Forms, together with Performance and Payment Bonds as required by the Contract Documents and Bids as accepted. The Undersigned designates as his office to which Notice of Acceptance shall be mailed or otherwise delivered:

(Name) _____

(Address) _____

Virginia Class A Contractors License Number: _____

Virginia Contractors License Number: _____

Bidder is (Check one): Individual () Partnership () Corporation ()

Valid Until _____

Registration title of specialty description

Residence of Bidder (if individual): _____

Name of Partners (if partnership): _____

State of Incorporation: (if corporation): _____

If a bidder shall fail to obtain this license prior to submission of bid, the bid shall not be considered.

_____ I certify the firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the Contract as determined by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, in granting registration.

SIGNATURE:

Typed Name of Bidder: _____

By: _____

Corporate Seal

Title: _____

Date of Bid: _____

34.0 CONTRACTOR DATA:

All bidders must complete this section and return it with your bids, in order for Owner to complete the evaluation of the bids.

34.1 Experience/Years in Business:

Indicate the length of time you have been in business providing this type of commodity and service: ____years ____months.

34.2 References:

Indicate below a listing of at least three (3) different and recent references where you have provided this type of equipment and / or service recently. Include the dates equipment and services were provided and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT & PHONE NO.
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CONTRACT FORM
SERVICES CONTRACT

Agreement No. _____

This AGREEMENT, dated this _____ day of _____, is by and between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and _____ (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

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

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:

ROOF REPLACEMENT: YORKTOWN MIDDLE SCHOOL (IFB1873)

all in strict accordance with the Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

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.

GUARANTEE:

All materials and equipment furnished by the Contractor and all work involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of 2 years after date of substantial completion of work. All such materials and equipment, furnished by the Contractor, and all work involved in this Contract which proves defective, by reason of faulty material or workmanship within said period of 2 years, shall be replaced by the Contractor free of cost to the Owner.

Nothing herein shall be deemed a waiver of Owner to seek any available legal or equitable remedy, A waiver by Owner of any other available remedy for Contract default, a waiver by Owner to seek any available remedy provided by any applicable warranty, a waiver of any applicable statute of limitations period, or a waiver of any other applicable warranty period.

Contract Price:

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

The Contract Amount is (_____ Dollars).
(\$ _____) lump sum and unit prices extended as herein contained.

Payments:

The Owner will pay to the Contractor in the manner and at such times as set forth in Section 22 of IFB 1873 such amounts as required by the Contract Documents. Unless otherwise provided, the Owner will pay to the Contractor within thirty (30) calendar days after receipt of an approved Certificate for Payment from the Architect and following acceptance of same by the Owner.

Liquidated Damages:

Because time is of the essence and because the consequences of untimely completion of the Work cannot be quantified as of the date of this Agreement, the parties agree that the Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially complete Two Hundred U.S. Dollars (\$200.00), and for each calendar day of delay until the Work is finally complete an additional Two Hundred U.S. Dollars (\$200.00) for a possible total of Four Hundred U. S. Dollars (\$400.00) per calendar day of delay, and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

The Contractor shall have access to the site commencing with the Notice to Proceed

The Work shall start no earlier than June 16, 2014, and all work must be substantially completed by August 15, 2014. Final Completion shall be completed no later than September 15, 2014.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids
2. Invitation For Bids (IFB #1873), and any Exhibits, attachments, plans or drawings thereto
3. Information For Bidders as incorporated into IFB1873
4. General Terms and Conditions AIA Document A201-1997 as modified by IFB1873 and the Supplemental Conditions to AIA Document A201-1997
5. Supplemental Conditions to AIA Document A201-1997 contained in IFB1873 section 24.0
6. Bid Proposal
7. Contract (this document)
8. Bid Bond
9. Payment Bond
10. Performance Bond
11. Certificate of Insurance
12. Contractor's License
13. Notice of Award
14. Notice to Proceed
15. Change Orders (if any)
16. Other Documents as may be required by law or appended hereto
17. Drawings prepared by Hudson + Associates Architects, PLLC
18. Warranties as specified in Sheets A0.05 and A0.06 of the Construction Documents.
19. Company Certification in accordance with Virginia Code § 22.1-296.1
20. Sheets T0.01 through A0.06 of the Construction Documents prepared by Hudson & Associates Architects, PLLC, including all specifications and schedules contained therein.

21. Addenda:

No. _____, dated _____, 2014

No. _____, dated _____, 2014

No. _____, dated _____, 2014

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

NAME

COUNTY SCHOOL BOARD OF YORK COUNTY, VA
OWNER

TITLE

BY _____
TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST:

NAME

CONTRACTOR

TITLE

BY

CONTRACTOR'S ADDRESS:

TITLE

CONTRACTOR'S FEDERAL I. D. NO.:

APPROVED AS TO FORM:

COUNTY ATTORNEY

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:

ROOF REPLACEMENT: YORKTOWN MIDDLE SCHOOL (IFB1873)

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.

The Performance Bond shall require the surety to give written notice to the Owner, within seven (7) days after receipt of a declaration of default of the surety's election either to remedy the default or defaults promptly or to pay the Owner the penal sum of the bond, time being of the essence. In the notice of election, the surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of Work, (c) the finishing of each omitted item of Work, and (d) the performance of the Work. The surety shall not assert insolvency of the Contractor or Contractor's denial of default as justification for its failure to promptly remedy the default or defaults or to perform the Work.

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.

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:

ROOF REPLACEMENT: YORKTOWN MIDDLE SCHOOL (IFB1873)

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.

COMPANY CERTIFICATION

The undersigned, on behalf of _____
(insert company name)

hereby certifies to the County School Board of York County, Virginia and York County School Division that any owner/shareholder of the company, any employee, or any subcontractor who will have **direct contact with students**:

(A) Has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child: and

“Direct contact with students” means being in the presence of students during regular school hours or during school sponsored activities (Code of Virginia § 22.1-296.1)

This certification is provided in accordance with the provisions of sec. 22.1-296.1 of the Code of Virginia.

I agree that this certification shall be binding throughout the contract period and I will provide the York County School Division with immediate notice of any event which renders this certification untrue. Additionally I agree to require any employee who is assigned to the performance of this contract after it is awarded, and who will have direct contact with students, to execute and deliver an individual certification prior to having any direct contact with the students. **Attached to this certification are the individual certifications for each employee/subcontractor having direct contact with students.**

Dated: _____

Signature

Printed Name and Title of Person Making Certification

Note: In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

For Office Use Only

Acknowledged by: _____ Date: _____

If Applicable:

Project Name: _____ PO #: _____