COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS
IFB

Issue Date: January 10, 2014 IFB # 1900

Title: **Sealcoating and Re-striping, Various Locations**

Classification Code: 91375

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:

Department of General Services
Grounds Maintenance Division
102 County Drive
Yorktown, Virginia 23692

Sealed Bids Will Be Received Until**: 3:00 PM Wednesday, February 5, 2014.**
At Which Time They Shall Be Opened In Public And Read Aloud.

******TWO (2) COPIES OF BID & ATTACHMENTS ARE REQUIRED******

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB, Senior Buyer, Central Purchasing, Telephone: (757) 890-3680.

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 Services Described Herein Section 14.0.

Name and Address of Firm: Date: _____

_____ By: _____
Signature in Ink

_____ Title: _____

_____ Type/Print Name: _____

Telephone No.:_____ Federal Tax ID # _____

Facsimile No.:_____ E-mail: _____

State Corporation Commission (SCC) #_____

1.0 PURPOSE:

It is the intent and purpose of this formal Invitation for Bids (IFB) to establish a contract to acquire the services of a fully qualified Contractor to seal coat and re-stripe the parking lots, connector roads, fueling island and all auxiliary services pavement at the following locations as noted on attachments Exhibit Sheets 1 thru 3 for the County of York, Virginia ("Owner").

1. Waste Management, 145 Goodwin Neck Road, Yorktown VA 23692
2. Building Regulation, 103 Service Drive, Yorktown VA23692
3. Storm Water Management, 105 Service Drive, Yorktown VA 23692
4. Parks & Recreation, 100 County Drive, Yorktown VA 23692
5. General Services, 102 County Drive, Yorktown VA, 23692
6. Fleet Services, 201 Operations Drive, Yorktown VA 23692
7. Building & Grounds Shop, 1801 Wolftrap Road, Yorktown VA 23692

2.0 SCOPE OF WORK:

The successful bidder, hereinafter "Contractor," shall provide all management, supervision, labor, materials, equipment, consumables and supplies required to sealcoat and restripe the parking lots, connector roads, fueling island and auxiliary services pavement at the locations listed in Section 1.0 per attachments Exhibit Sheets 1 thru 3.

The Contractor shall plan, schedule, coordinate, and assure effective and complete performance of all necessary services to be provided in accordance with the standards described herein.

3.0 CONTRACTOR RESPONSIBILITIES:

Contractor shall be responsible for verifying field measurements and existing conditions. Contractor shall perform all work outside of the normal working hours of Monday through Friday, 8:00 AM to 5:00 PM. Contractor must coordinate work with the Division of Grounds Maintenance, Ray West Construction Inspector at 757-876-8827. The work schedule must be submitted to and approved by the Owner in advance of performing the work. Contractor shall be responsible for all job site safety to include, without limitation to: warning boundaries and barricades; personnel protective equipment; and personnel safety trainings. All work shall be performed in a safe manner and in accordance with all applicable Federal, State and local health and safety codes and standards. The contractor shall hold pricing though October 1, 2014 and have all work completed by this date.

3.1 MAINTENANCE OF JOB SITE:

Contractor shall keep the project site clean and clear at all times. Contractor shall be responsible for constant pick-up, removal and disposal each day of all debris generated by the work.

Contractor shall, at no cost to the Owner, restore to its original condition any property, equipment or materials damaged as a result of the work associated with this project.

3.2 QUALITY ASSURANCE:

Contractor shall maintain a supervisor on the job site at any time work is being performed. The name and contact information of the supervisor shall be provided prior to the start of the project. 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 given to the Contractor.

Contractor shall be responsible for replacing improperly installed workmanship and/or defective Contractor supplied materials at no cost to Owner.

3.3 PRODUCT DELIVERY, STORAGE, HANDLING & MATERIALS:

Contractor shall be responsible for providing all materials. Responsibilities shall include, but are not limited to: shipping, receiving, delivering, unloading, unpacking, storage, installation, clean up and removal of trash.

4.4 MATERIAL DESCRIPTIONS:

Specification and Materials Safety Data Sheets must be included with each item that is bid. Failure on the part of the Bidder to submit such data may be cause for declaring the bid proposal as non-responsive. Seal Coating shall be an emulsion of refined coal tar formulated to extend pavement life. Finish material shall be Jennite, Seal Master, Tarconite, Paveshield or approved equal. Sand will be mixed with manufacturer's recommendations for seal filler and finish coats. Substitute material will be provided to and approved by Owner before any work is to proceed. Seal coating materials will be applied when temperatures are above 50 degrees F and rain is not imminent and humidity levels are low.

One (1) filler coat (Squeegee Method) and One (1) finish coat (Spray Method) will be applied to the parking lots and roadways. Contractor shall guarantee workmanship for one (1) year from date of application against chalking, checking, fading, discoloration or other adverse effects from ultra violet rays, and shall provide a similar guarantee from the manufacturer.

Any minor cracks from 1/8 inch to 1/2 inch deep/wide shall be filled using Thermo-Seal PLS or Owner approved equal, hot applied, elastomeric type crack sealant compatible with pavement coating. Alternate products must meet or exceed specifications for above referenced product and be approved by Owner. All filling shall be performed before filler coats and finish coat is applied.

Parking lines will be installed to match original layout. White line paint as manufactured by Latex-ite or approved equal may be used. The painting shall be performed by skilled mechanics producing straight lines.

Contractor shall satisfy himself as to the nature, location and extent of all work prior to submitting a bid.

5.0 INSURANCE: (Revised 09/2011)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees as Additional Insured, with primary status, without participation from the County's insurers" (on Form No. GL-20-10, or its equivalent) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - $100,000; $100,000; $500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - $1,000,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - $1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - $1,000,000. Each Occurrence $1,000,000. Aggregate

6.0 GENERAL TERMS AND CONDITIONS:

Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia Procurement Policy (Ordinance No. O10-19 effective November 2, 2010), and any revisions thereto.

6.1 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, 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 bid opening.

6.2 OPENING DATE/TIME:
Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It shall 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.

6.4 CLARIFICATION OF TERMS:
Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

6.5 TESTING/INSPECTION:
Owner reserves the right to conduct any test or inspection it may deem advisable to ensure conformance to specifications.

6.6 INVOICES:
Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than 30 days.

6.7 DEFAULT:
In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

6.8 ETHICS IN PUBLIC CONTRACTING:
By submitting its bid, each Bidders certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement 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.

6.9 ANTI-DISCRIMINATION:
By submitting its bids or proposals, Bidder certifies to the Owner that it 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, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over $10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

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.

b. Contractor will include the provisions of a. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

c. In accordance with §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 Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

6.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:
Bidder certifies that it does not and will not during the performance of the contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.11 INDEMNITY AGREEMENT:
The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting there from, and/or because of damage to

property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contact 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 employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner 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.

6.12 SCC REGISTRATION REQUIRED:
If Contractor is organized as a stock or non-stock 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 deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract.

6.13 DRUG-FREE WORKPLACE:
During the performance of this contract, 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 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 provisions will be binding upon each subcontractor or vendor.

For the purposes 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.

7.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

A. Award will be made to the lowest responsible and responsive bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award. The award may be made in part or whole.

B. 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 is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

C. Acceptance of a bid by the Owner is not an order to proceed.

D. 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 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 services quoted on at the prices 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.

E. 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 quotations.

F. 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.

G. Verify your bid before submission as they cannot be withdrawn or corrected after being opened.

H. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.

I. Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction shall apply.

8.0 AWARD AND EXECUTION OF CONTRACT:

Award of Contract:

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than 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.

8.1 Form of Contract:

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

Copies of the Payment and Performance Bonds are also attached.

8.2 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 15 calendar days after the date of the award or within such further time as the owner may allow. All documents referred to 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.

8.3 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 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 general partner shall bind the partnership; and in the event of a limited liability company, a member (or the manager, if any) shall sign.

8.4 Subcontracts:

Contractor shall not subcontract more than a total of 40 percent, based upon value, of the work. Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he 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.

If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. 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. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

9.0 SURETY:

The Contractor shall furnish Surety Bonds, in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of one year after final acceptance by the Owner. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.

10.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 et. seq. The Owner shall give its final decision on any claim of the Contractor within 60 days of the date the claim is submitted to the Clerk of the governing Board of Owner. A failure by Owner to respond shall be deemed a denial of the claim.

11.0 WARRANTY:

All materials and equipment, furnished by the Contractor, and all construction 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 one year after date of substantial completion of the work. All work which 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.

12.0 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 Contract.

13.0 COMPLETION:

All Work is to be completed when temperatures are above 50 degrees Fahrenheit and scheduled around County operations. The contractor will have all work completed by **October 1, 2014.** All work will be scheduled and coordinated with the Owner.

14.0 PRICE SCHEDULE:

The Contractor agrees to provide the **Sealcoating and Restriping** in compliance with specifications, terms and conditions herein:

No.	Location	Address	Total Price
14.1	Waste Management Sheet 1 of 3	145 Goodwin Neck Road, Yorktown VA 23692	
14.2	Operations Center Sheet 2 of 3	Building Regulation Stormwater Management Auxiliary Parking/Storage Yard	
14.3	Operations Center Sheet 3 of 3	Parks & Recreation General Services Fleet Services Fuel Island Building & Grounds Auxiliary Parking/Storage Yard	
14.4	Operations Center All Connector Roads	Connector Roads Service Drive County Drive Operations Drive	

14.8 Grand Total $ _____

The prices quoted shall include without exception all materials, supervision, labor, equipment, appliances, clean-up, incidental items, applicable mobilization and other mark-ups, and in full accordance with the Contract Documents. Include allowance for waste where appropriate. This bid may be awarded in part or whole. The contractor will hold pricing until October 1, 2014.

15.0 CONTRACTOR DATA:

If you have **not** done business with the County of York, please complete the following:

Years in Business: Indicate the length of time you have been in business providing this type of service: ___years ___months.

References: Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER

SAMPLE CONTRACT FORM

Agreement No. _____

This AGREEMENT, dated this __ day of _____, 2014, by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and _____ (a corporation, partnership or a limited liability company 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 for:

SEALCOATING AND RE-STRIPING VARIOUS LOCATIONS IN ACCORDANCE WITH

INVITATION FOR BIDS (IFB) No. 1900

All in strict accordance with the included 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 one year after date of substantial completion of the work. All work which 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.

THE BID SCHEDULE OF THE SUCCESSFUL OFFEROR

SHALL BE CONFORMED AND INSERTED HEREIN

TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS

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 unit bid price as contained in the Bid Schedule attached hereto.

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

Payments:

The Owner will pay to the Contractor a lump price within thirty (30) days following final acceptance of the completed job at each location by the Owner.

Liquidated Damages:

It is understood and agreed that time is of the essence and that Contractor will commence and fully complete the project within the time specified in this Contract. The Contractor further agrees to pay, as liquidated damages and not as a penalty, the sum of $100.00 estimated, computed, determined, and agreed upon because of the uncertainty and difficulty of measuring actual damages, for each and every calendar day that the work called for by this Contract shall remain uncompleted and unfinished after the allowed Contract time; 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 scheduling with the Owner (15) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

THE WORK SHALL BE COMPLETE ON OR BEFORE **October 1, 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. Invitation For Bids (IFB #) dated _____, and any attachments or drawings thereto
2. Bid Proposal
3. Construction Contract
4. Bid Bond
5. Payment Bond
6. Performance Bond
7. Contractor's License
8. Certificate of Insurance
9. (Purchase Order)
10. Notice to Proceed (Preliminary Scheduling)
11. Change Orders (if any)
12. Warranty
13. Other Documents as may be required by law or appended hereto
14. Work Scheduled with Owner and Completed by October 1, 2014.

ADDENDA:

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

_____
TITLE

COUNTY OF YORK, VIRGINIA
OWNER

BY _____

TITLE: _____

ATTEST:

_____
NAME

_____
TITLE

_____
CONTRACTOR

_____
BY

_____
PRINT NAME

_____
TITLE

CONTRACTOR'S ADDRESS:

_____

_____

_____

CONTRACTOR'S FEDERAL I. D. NO.

_____

SCC REGISTRATION #_____

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,
AND ADDITIONAL INSURED FORM GL-20-10
OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

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:

SEALCOATING AND RE-STRIPING VARIOUS LOCATIONS IN ACCORDANCE WITH

INVITATION FOR BIDS (IFB) No. 1900.

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__

County of York, Virginia _____ _____
Owner County Attorney

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:

SEALCOATING AND RE-STRIPING VARIOUS LOCATIONS IN ACCORDANCE WITH

INVITATION FOR BIDS (IFB) No. 1900.

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__

County of York, Virginia _____ _____
Owner County Attorney

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.