

YORK COUNTY SCHOOL DIVISION
INVITATION FOR BIDS
(IFB)

Issue Date: March 20, 2014

IFB # 1905

Title: Construction: Equipment, Labor, and Materials to Expand
Bus and Vehicle Parking at Tabb Middle School

Classification Code: 91300

Issuing Agency: York County School Division
Central Purchasing
120 Alexander Hamilton Blvd./P. O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed: York County School Division
Tabb Middle School
Yorktown, Virginia 23693

Sealed Bids Will Be Received Until **Thursday April 17, 2014 at 3:30pm** At Which Time They Shall Be Opened In Public.

NOTE: An Optional **Pre-bid Meeting** will be held on **Thursday April 3, 2014 at 10:00am** (See Section 3.0)

All Inquiries Should Be Directed to: Victor R. Robinson, Buyer Ph# (757) 890-3680,
E-mail: 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.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
Signature in Ink

_____ Title: _____

Telephone No. (_____) _____

E-mail Address _____ Fed. Tax ID# _____

State Corporation Commission # (SCC) _____

1.0 PROJECT DESCRIPTION:

It is the express intent of this Invitation for Bids (IFB) to acquire the services of a qualified construction firm to EXPAND BUS AND VEHICLE PARKING AT TABB MIDDLE SCHOOL located at 300 Yorktown Road, Yorktown, VA 23693 in accordance with drawings titled "PLAN OF DEVELOPMENT TABB MIDDLE SCHOOL PARKING LOT EXPANSION, 300 YORKTOWN ROAD, BETHEL MAGISTERIAL DISTRICT, COUNTY OF YORK, VIRGINIA" dated February 7, 2011 with revisions dated August 12, 2011 and October 20, 2011 as drawn by Prism Contractors and Engineers.

All bids must be submitted in a sealed envelope plainly marked, using the IFB1905 number, date and time.

2.0 SUMMARY OF PROJECT:

It is the express intent of this formal Invitation For Bid (IFB1905) to acquire a fully qualified contractor to provide construction services for Construction: Equipment, Labor, and Materials to Expand Bus and Vehicle Parking at Tabb Middle School.

Tabb Middle School located at 300 Yorktown Road, Yorktown, VA 23693, for the County School Board of York County Virginia (hereinafter "Owner").

The successful bidder shall be expected to commence work within fifteen (15) working days of Notice to Proceed. Submission and approval of all required documents (insurance certificates, performance bond, employee listing, schedule, etc.) will be required five (5) working days prior to commencement of work. All required documents are outlined in the attached "Sample" Construction Contract between Owner and selected Contractor.

3.0 An OPTIONAL PRE-BID MEETING will be held on **Thursday April 3, 2014 at 10:00am** at Tabb Middle School located at 300 Yorktown Road, Yorktown, VA 23693 (the jobsite). Sign in and meet in the main office area.

4.0 SCOPE OF WORK; CONSTRUCTION SERVICES REQUIRED:

The successful Contractor shall provide all material, tools, equipment, labor, supervision, warranty, and insurance required to complete the work described in full in accordance with drawings titled "PLAN OF DEVELOPMENT TABB MIDDLE SCHOOL PARKING LOT EXPANSION, 300 YORKTOWN ROAD, BETHEL MAGISTERIAL DISTRICT, COUNTY OF YORK, VIRGINIA" dated February 7, 2011 with revisions dated August 12, 2011 and October 20, 2011 as drawn by Prism Contractors and Engineers.

Work shall be performed at Tabb Middle School located at 300 Yorktown Road, Yorktown, VA 23693 in accordance with the specifications and terms and conditions contained in the drawings.

The project consists of expanding the bus parking lot on the East side of Tabb Middle School, removing the existing parking lot to the West of the school and the stand of trees between it and the existing soccer field and building a new vehicle parking lot in this area. The project will require the construction of two bio-retention basins for storm water management, landscaping

and additional site lighting for the new parking areas. Proposed disturbed area is 3.41 AC/148,442 Sqft.

5.0 CONTRACTOR RESPONSIBILITIES:

The successful bidder shall be responsible for the following:

All work shall be performed, and all materials and finished construction products shall be provided, in accordance with the latest, applicable Federal, State and local Codes, Standards and Specifications, including without limitation those that apply to safety.

Where specified standards are in conflict, the more stringent of the two shall apply.

All electrical work shall conform to the latest issue of the National Electrical Code (NEC).

Contractor shall be responsible for verification of specifications and site conditions during the bid process and post award period.

Contractor shall have visited the site prior to bidding to determine extent of demolition work that may or may not be shown on the plans.

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

Contractor shall be responsible for coordinating the marking of all underground utilities that are within the proposed limits of construction.

Contractor shall be responsible for all job site safety to include, but not be limited to: vehicular and pedestrian traffic control; use of cones, flagging, warning boundaries and barricades; personnel protective equipment; personnel safety training; site tool box meetings. 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.

Contractor shall keep the project sites, including adjacent roads, parking areas, walkways and lawn areas, 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, and at the completion of each workday, shall clean the area and leave it in a secure condition that will allow for public safety.

Contractor shall provide and maintain erosion and sediment control measures in accordance with the specifications and the latest applicable state and local requirements

Contractor shall, at no cost to Owner, restore to its original condition any York County School Board, private, York County, National Park Service or Virginia Department of Transportation property, equipment or materials damaged as a result of the work associated with this project.

Contractor shall halt any activities and notify the Owner, upon discovery of archeological, paleontological, or historical finding. All artifacts unearthed on the property shall remain the property of the United States and shall be delivered to the Owner.

6.0 GENERAL TERMS AND CONDITIONS

6.1 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.

6.2 Contract Timeline:

Full access to the site by the contractor will commence on June 16, 2014. Previous to that date the contractor may remove trees as detailed on the drawings outside normal school hours with a 72 hour notice to the school division's representative, Mark Tschirhart, via an email acknowledged by him or a phone call to (757) 876-8681. All work must be substantially completed by August 15, 2014 with all vehicle parking spaces paved and available for use by that date. Final Completion shall be no later than September 15, 2014.

6.3 Opening Date/Time:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner 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 this 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.

All bids must be submitted in a sealed envelope plainly marked, using the IFB1905 number, date and time.

6.4 Inconsistencies In Conditions:

In the event there are inconsistencies between the General Terms and Conditions and the other schedules contained herein, the latter shall take precedence.

6.5 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 addendum issued by Owner.

6.6 Testing/Inspection:

Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

6.7 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.

6.8 Default:

In event of default by the Contractor, Owner reserves the right to procure the commodities 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.

6.9 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.

6.10 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.

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 such 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.

- 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.

6.11 Faith-Based Organizations

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.

6.12 Immigration Reform And Control Act of 1986:

By signing this bid or proposal, the bidder certifies that he does not and shall not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.13 Indemnity:

“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 property damage and/or 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 un-copyrighted 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.

7.0 INSURANCE

7.1 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 School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on the Commercial General Liability policy. 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 - \$500,000 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 - \$5,000,000. Each Occurrence
\$5,000,000. Aggregate

8.0 LIQUIDATED DAMAGES CLAUSE

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 One Hundred U.S. Dollars (\$100.00), and for each calendar day of delay until the Work is finally complete an additional One Hundred U.S. Dollars (\$100.00) for a possible total of Two Hundred U. S. Dollars (\$200.00) 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.

9.0 BIDDER'S INSTRUCTIONS:

Unless otherwise provided in any supplement to these instructions to bidders, no bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids. Bidders' attention is called to clause (i) of section 2.2-4330 of the Code of Virginia with regard to withdrawal of bid due to error.

10.0 SURETY:

Contractor shall furnish Surety Bonds, Payment Bond and Performance Bond in the form 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 Surety Bond for performance shall also require Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of one year after final acceptance of the work by Owner. The surety on such bond shall be a duly authorized Surety Company, authorized to transact business in Virginia who is satisfactory to Owner.

11.0 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 Treasurer, County of York. 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 ninety (90) days; and, that if his bid is accepted, he will enter into a formal contract with Owner, and the required bond will be given.

12.0 Builder's Risk Insurance

New construction or any construction that changes the footprint of an existing building 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 of the Contract Sum covering damage to or loss of work performed under the Contract caused by fire, explosion, wind, lightening, 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 in the insurance contract. Such insurance shall cover portions of the Work stored off site, and also portions of the Work in transit.

13.0 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 IFB and any resulting Contract.

14.0 CLAIMS

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

15.0 CHANGE ORDERS

Additional Work

Before any work under this agreement shall qualify as additional work, the contractor shall notify the Owner 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.

Execution of Change Orders

When the Owner agrees that particular work identified by the Contractor's written notice is additional work, or when the Owner and Contractor otherwise conclude mutually that a change in the terms of the Agreement is necessary, the parties will execute a written Change Order specifying the scope of work and the schedule for both the work and additional payment agreed to by the parties. No oral agreement or directive regarding additional work, or a change in the terms of this Agreement by an employee of the Owner, shall be binding on the Owner.

16.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications 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 shall be guided by this principle.

17.0 FAMILIARITY WITH WORK:

The Owner has endeavored to ascertain all pertinent information regarding site conditions, and have, to the best of their 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. The contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can affect the work under this agreement. There shall be no claim allowed for additional compensation to Contractor based upon unanticipated or additional work unless Contractor can show to Owner's satisfaction that such unanticipated or additional work could not have been discovered by reasonable means prior to the bid.

18.0 ATTACHMENTS:

- (1) Bid Form
- (2) Sample Construction Contract
- (3) Sample Payment Bond
- (4) Sample Performance Bond
- (5) Construction Drawings by PRISM Contractors & Engineers Inc.

19.0 CONTRACTOR DATA

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
--------	------	---------	---------------------------------------

20.0 TERMINATION OF CONTRACT:

Upon thirty (30) days written notice to Bidder, this agreement may be canceled by the Owner at any time when in the judgment of the Owner the product furnished, or service rendered, by the bidder is not satisfactory. Such termination shall not be deemed a waiver of any rights of the Owner to damages for breach of contract.

21.0 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.

22.0 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 address changes in the contract requirements.

AWARD AND EXECUTION OF CONTRACT:**23.1 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.

23.2 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.

23.3 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 with endorsement as specified, 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.

23.4 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 corpora 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.

24.0 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.

25.0 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.

26.0 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.

27.0 WARRANTY:

The bidder agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such products 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 or applicable state or federal law. Warranties shall be provided by bidders and shall be submitted with bids.

28.0 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.

In submitting this bid, the Undersigned declares that they are the only person, or persons, interested in said bid, that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation, and that no employee of the County School Board of York County, Virginia is directly or indirectly interested in said bid, or in the supplies or work in which it relates, or in any portion of the profits thereof.

The Undersigned also declares that they have examined the Invitation for Bids, including the drawings and specifications contained therein, and that by signing this proposal, they waive all right to plead a misunderstanding regarding the same.

The Undersigned further understands and agrees that they are to furnish all material, equipment and supervision to complete entire work for the indicated projects and to accept in full compensation therefore the stipulated sum or sums as stated herein.

On acceptance of this proposal for said work, the Undersigned does hereby agree to provide The York County School Board of York County Virginia within Ten (10) working days the required Insurance certificate, endorsement, Payment and Performance Bonds to provide construction services for the consideration named herein.

The Undersigned agrees to hold open this Bid Proposal for a period of ninety (90) days following the submission of this Bid Proposal.

29.0 **BASE BID:** Provide all management, supervision, labor, material, equipment, consumables and supplies required to complete all work associated with the Construction, Equipment, Labor, and Materials to Expand Bus and Vehicle Parking at Tabb Middle School

SUM OF _____ **Dollars (\$** _____ **)**

CONTRACT COMPLETION DATE:

Full access to the site by the contractor will commence on June 16, 2014. Previous to that date the contractor may remove trees as detailed on the drawings outside normal school hours with a 72 hour notice to the school division’s representative, Mark Tschirhart, via an email acknowledged by him or a phone call to (757) 876-8681. All work must be substantially completed by August 15, 2014 with all vehicle parking spaces paved and available for use by that date. Final Completion shall be no later than September 15, 2014.

30.0 BID ADDENDA:

Bidder acknowledges receipt of the following bid addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

31.0 BID BOND:

Bidder encloses a Certified Check, Cashier’s Check or Bid Bond in the amount of: _____ Dollars, (\$ _____), representing Five Percent (5%) or more of the Base Bid and agrees that such check or bond shall be subject to all of the terms and conditions set forth in the Instructions to Bidders.

32.0 SIGNATURES:

Signature of person, firm or corporation making bid:

Date: _____

Firm Name: _____

Title: _____

Mailing Address: _____

E-mail: _____

Virginia Registration Number: _____

Complete below if Bidder is a Partnership:

Name of All Partners:

Residence of All Partners:

33.0 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 \$35.00 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 \$20.00 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 (A), procedure 2.

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.

34.0 INFORMATION TO BIDDERS

In accordance with Virginia Code Section 22.1-296.1, all Bidders and/or Offerors 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, and
- 2) whether he has been convicted of a crime of moral turpitude.

For purposes of this requirement, “direct contact with students” means being in the presence of students 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 York County School Board cannot award a contract to a bidder and/or offeror who does not complete the attached certifications as part of their bid or proposal submission. These certifications are required to be completed and submitted **prior** to the awarding of the contract under Virginia Code Section 22.1-296.1.

The Company Certification should be completed by the bidder and/or offeror. Any person, 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 and list any convictions for moral turpitude in the spaces provided.

The Individual Certification should be completed by each employee and/or subcontractor who will provide services under a resulting contract and who will be in direct contact with York County School Division students. Each employee and/or subcontractor shall meet the certification requirements and list any convictions for moral turpitude in the spaces provided.

Please note that this certification shall be binding throughout the contract period and the bidder and/or offeror awarded the resulting contract shall provide the York County School Division with immediate notice of any event which renders their certifications untrue. Additionally the bidder and/or offeror awarded the resulting contract shall 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.

SAMPLE CONTRACT FORM
CONSTRUCTION CONTRACT

Agreement No. _____

This AGREEMENT, dated this _____ day of _____, 2014, by and between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called Owner; and

_____ (a corporation/General Partnership/Limited Partnership/Limited Liability Company organized and existing under the laws of the Commonwealth of Virginia); hereinafter called Contractor.

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

PART I - GENERAL:

SCOPE OF WORK

The successful Contractor shall provide all material, tools, equipment, labor, supervision, warranty, and insurance required to complete the work described in full in accordance with drawings titled "PLAN OF DEVELOPMENT TABB MIDDLE SCHOOL PARKING LOT EXPANSION, 300 YORKTOWN ROAD, BETHEL MAGISTERIAL DISTRICT, COUNTY OF YORK, VIRGINIA" dated February 7, 2011 with revisions dated August 12, 2011 and October 20, 2011 as drawn by Prism Contractors and Engineers.

Work shall be performed at Tabb Middle School located at 300 Yorktown Road, Yorktown, VA 23693 in accordance with the specifications and terms and conditions contained in the drawings.

The project consists of expanding the bus parking lot on the East side of Tabb Middle School, removing the existing parking lot to the West of the school and the stand of trees between it and the existing soccer field and building a new vehicle parking lot in this area. The project will require the construction of two bio-retention basins for storm water management, landscaping and additional site lighting for the new parking areas. Proposed disturbed area is 3.41 AC/148,442 Sqft.

Expand Bus and Vehicle Parking at Tabb Middle School

as defined in Contractor's bid , dated _____, 2014, and IFB No. 1905 dated _____, 2014, which are incorporated herein by reference and all in strict accordance with the Specifications attached hereto or incorporated herein by reference, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

PROJECT MEETINGS

1. Pre-construction Meeting: Contractor shall attend a pre-construction meeting conducted by Owner, prior to commencement of construction activities, to discuss significant items that could effect progress, including the tentative construction schedule, critical sequencing, use of premises, procedures for processing change orders if required, and equipment deliveries and other issues as designated by Owner and Contractor to ensure successful completion of the projects.
2. Progress Meetings: Contractor shall conduct progress meetings attended by Owner for the purpose of determining delays in progress or schedules and other significant events effecting the projects. Times and dates for these meetings will be established, and mutually agreed upon, during the pre-construction meeting.

PROJECT CLOSE-OUT

1. Prior to final acceptance Contractor shall:
 - a. Complete the clean up of the project sites and repair any damage to grounds or infrastructure resulting from construction.
 - b. Inspect the finished work for complete compliance with the Construction Drawings and Technical Specifications, manufacturer's specifications and details, and as specified in this document under "Inspection Procedures" below
 - c. Submit all applicable as-built drawings, maintenance procedures/requirements needed to maintain manufacturer's guarantees, and quality control reports.
 - d. Submit warranties, guarantees, and manufacturer's inspection reports if required.
 - e. Submit a request for final payment.
2. Inspection Procedures: Contractor and Owner will jointly inspect the projects to insure the work meets the scope of work and any manufacturer's/supplier's installation procedures and specifications. A list of discrepancies (if any) shall be developed and corrected prior to final acceptance.
3. Final Acceptance: Submit a copy of final inspection discrepancy list stating that all items have been completed or otherwise resolved.

TEMPORARY FACILITIES, UTILITIES AND COMMUNICATIONS

1. Contractor may use designated public bathroom facilities, if any, near the project sites for normal use. However, the Contractor is not authorized to use, and shall not use, these facilities for cleaning of any equipment or the cleaning of personnel that requires use of solvents or cleaning agents that will leave residues of any materials used during the work on fixtures, walls, or floors.
2. All temporary facilities and utility requirements, including telecommunications, are strictly the responsibility of Contractor. Additionally, all electrical extension cords shall meet national electrical code requirements.

HOURS OF OPERATION AND COORDINATION REQUIREMENTS

Normal work hours for these projects shall occur between 8:00 am and 5:00 pm, Monday through Friday. Requests for alternate times shall be made in advance of start of work to the Department of General Services. All work schedules, parking arrangements and access to the construction areas shall be confirmed in writing during the pre-construction meeting.

MAINTENANCE OF JOB SITE

1. Contractor shall be responsible for maintaining clean and presentable job sites and for proper disposal of all debris generated as part of the projects. All scrap, demolished material and debris shall be directly deposited into a dumpster, dump truck or suitable container provided by Contractor and removed from the premises. The job sites shall be clean and secure to the degree that they will be safe for the public. Special attention to the sites shall be taken to prevent the possibility of any job site debris from being blown or moved as a result of adverse weather conditions.
2. As previously stated, Contractor may use designated public bathroom facilities near the projects, if any. However, Contractor shall not use the facilities for cleaning of equipment, or for cleaning of personnel that requires use of solvents or which will leave residues of any materials used during the work on fixtures, walls, or floors. Contractor shall also take special care to ensure the workers do not track foreign substances into or disrupt normal services within the bathroom buildings.
3. Any disturbances or damage done to any roadways, buildings, parking areas, grounds, waterways or utilities by Contractor or by personnel or agencies employed by Contractor during the conduct of the work shall be repaired and returned to the original condition that existed prior to start of work , and at no expense to Owner.

4. Site security for twenty-four (24) hours of every day during the construction periods is strictly the responsibility of Contractor. Contractor's responsibilities include protection of work and materials installed at the project sites as well as all of Contractor's property, such as equipment, vehicles, material, tools, etc.

QUALITY ASSURANCE

1. Qualifications of Contractor: Contractor shall be licensed or certified, by the manufacturers/suppliers specified in Contractor's bid, as being qualified to install the materials specified by the manufacturer/supplier, if applicable.
2. Contractor shall maintain a project supervisor on the job sites during all working hours. This supervisor will be considered by Owner to be Contractor's representative, and shall have full authority to speak on Contractor's behalf.
3. Contractor shall use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the manufacturer's/ supplier's specifications, requirements and the methods needed for proper performance and installation of the work.
4. Manufacturer's Inspection: Contractor shall make all required notifications and secure all inspections required by manufacturers to facilitate issuance of proposed guarantees, if applicable.

SUBMITTALS

1. Prior to starting work, Contractor shall provide to Owner a complete materials list of all items proposed to be furnished and installed under this contract.
2. Prior to starting work, Contractor shall provide to Owner, if applicable, manufacturer's specifications, recommended methods of installation including shop drawings of relevant details, and other data required to demonstrate compliance with specified requirements. Manufacturer's specifications and recommended methods of installation, when reviewed by Owner's inspectors, will become the basis for inspection and accepting or rejecting actual installation, procedures and materials used on the work, if applicable.
3. Prior to starting work, Contractor shall provide to Owner a schedule of work in bar graph format (i.e. times vs. activity), with the following information at minimum:
 - a. Type of Work
 - b. Number of crew proposed to be involved in various operations.
 - c. Scope of work to be done by subcontractor(s).
 - d. Date of proposed start, duration and completion time for each operation.
 - e. Allowances for poor weather, if applicable.

PRODUCT HANDLING

1. Contractor shall deliver all packaged materials to the job sites in their original, unopened containers, with all labels intact and legible at time of inspection, if applicable.
2. Contractor shall store all materials in a neat, safe manner, and in strict accordance with the manufacturer's specifications for storage of materials, as applicable.
3. Contractor shall use all means necessary to protect the materials before, during, and after installation.
4. Materials shall not be used if damaged due to improper storage based upon requirements of manufacturer's specifications, damaged due to improper protection during installation or damaged during shipment. These materials shall be removed from the job sites and replaced with new undamaged material at no additional cost to Owner.

PART II - PRODUCTS AND EXECUTION:

MATERIALS AND INSTALLATION

1. Where applicable, all work and materials shall be in strict adherence to manufacturer's/supplier's specifications and shall not be modified as to jeopardize warranties.
2. Where applicable, manufacturer's/supplier's specifications, installation instructions and details will be used as the basis of installation inspections performed by Owner's inspector.

CONTRACT PRICE:

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

The Lump Sum Contract Amount for Construction Equipment, Labor, and Materials to Expand Bus and Vehicle Parking at Tabb Middle School.

is _____ Dollars: \$ _____.

Contractor shall not perform work beyond the contract scope without a written change order.

PAYMENTS:

Owner will pay the contract amount to Contractor in payments for the work performed as follows:

1. Payment schedule:
 - a. Monthly Payments will be paid at the end of the first thirty (30) calendar days of work, and at the end of successive thirty (30) calendar days of work thereafter, and will be based upon the percentage of acceptable work completed to date for each monthly payment request.
 - b. Final Payment will be paid upon completion, and acceptance by Owner, of all work and receipt of request for final payment
2. Contractor shall submit requests for payment in writing to Owner for each of the categories stated above. Proof of purchase and receipt of material shall be attached to each request, if applicable.

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 One Hundred U.S. Dollars (\$100.00), and for each calendar day of delay until the Work is finally complete an additional One Hundred U.S. Dollars (\$100.00) for a possible total of Two Thousand U. S. Dollars (\$200.00) 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:

Contractor agrees to commence work within fifteen (15) working days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK SHALL BE SUBSTANTIALLY COMPLETED BY AUGUST 15, 2014, with all vehicle parking spaces paved and available by then. Final completion shall be no later than **SEPTEMBER 15, 2014.**

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

Roofing Contractor Errors:

If the Architect/Engineer is required to visit any building site due to the Contractor's or Subcontractor's errors, mistakes, faulty workmanship or materials, the Contractor shall pay the Owner \$150.00 per visit. If the Architect/Engineer is required to provide design services resulting from the Contractor's or Subcontractor's mistakes, faulty workmanship or materials, the Contractor shall pay the Owner \$ 75.00 per hour for the Architect/Engineer's services.

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 Bid (IFB) No. 1905, dated _____, 2014, and all attachments thereto, including without limitation all Construction Drawings and Technical Specifications.
2. Contractor's Bid Proposal dated _____, 2014
3. Bid Bond
4. Construction Contract (this document)
5. Payment Bond
6. Performance Bond
7. Certificate of Insurance with endorsement
8. Contractor's License (if required)
9. Notice of Award
10. Notice to Proceed
11. Change Orders (if any)
12. Other Documents as may be required by law or appended hereto
Certificate of Compliance with Virginia Code

BID ADDENDA:

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 four (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

NAME OWNER

TITLE BY

TITLE

ATTEST:

NAME CONTRACTOR

TITLE BY

TITLE

CONTRACTOR'S ADDRESS:

CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,
AND ADDITIONAL INSURED FORM GL-20-10

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:

Expand Bus and Vehicle Parking at Tabb Middle School

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

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

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

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

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

CONTRACTOR

By: _____ (Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 20____

OWNER

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

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

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:

Expand Bus and Vehicle Parking at Tabb Middle School

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.