

INSTRUCTIONS TO BIDDERS

1. DRAWINGS AND SPECIFICATIONS

Copies of the IFB and Contract Drawings with Specifications may be obtained from the web site: <ftp://projectftp.viadesignarchitects.com/> . The username is **Grays Creek** utilizing access code **14012**.

2. PROPOSALS

Before submitting a proposal, each bidder shall carefully examine the drawings, specifications and other contract documents; shall visit the site of the work including Grays Creek, the Surry Seafood Company; the Boat Ramp operations and shall fully inform himself as to all existing conditions and limitations; and shall include in the proposal the cost of all items included in the contract.

Submit the proposal on forms provided. Only information requested/required by the proposal form will be accepted. Unsolicited alternates or qualified bids will not be considered. Modifications to bids shall only be in accordance with Paragraph 15, Instructions to Bidders.

The Contractor is required to achieve Substantial Completion of the project within three (3) months after the date of receiving all applicable permits to commence construction.

Fill in all blank spaces for bid prices in both words and figures. In case of discrepancy between figures and written amounts, the written amount will govern. Submit proposal in sealed opaque envelope. Indicate on outside of envelope name of bidder, his address, and name of project for which bid is submitted.

3. CONTRACT AND BONDS

Each bid shall be accompanied by a bid security in the form of a Bid Bond, a cashier's or certified check in the amount of five percent (5%) of the total bid, made payable to Surry County. This Bid Bond, cashier's check or certified check pledges that the bidder will enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering faithful performance of the Contract and payment of all obligations arising thereunder. Should the bidders refuse to enter into such a Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

Surety Bond shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

All bonds shall be written by sureties or insurance companies licensed to do business in the Commonwealth of Virginia. Other bid bond forms will be acceptable if in the same format as AIA Document A310, Bid Bond.

The contract agreement will be on a form similar to that which is bound in the specifications. The completion date of construction will be as indicated in the proposal. The successful bidder simultaneously with the execution of the contract agreement will be required to furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the contract price, said bonds shall be secured from a surety company licensed to do business in Virginia and acceptable to Surry County.

4. LISTING OF SUBCONTRACTORS

The experience and responsibility of subcontractors may have bearing on the choice of a contractor by the Owner.

The apparent low bidder shall deliver to the Program Manager within 48 hours (not including Saturday, Sunday or State Holidays) for approval, a list of the names of subcontractors to be employed for each of the principal parts of the work and the corresponding dollar amounts. Each principal part shall mean a subcontract dollar value in excess of \$5,000.00. Such a list shall be binding upon the Contractor; however, the Owner has a right to reject any or all subcontractors listed or unlisted which Owner and/or Program Manager feels is unqualified to do the work. Owner may withhold awarding contract to any particular bidder if one or more of his proposed subcontractors are considered by the Owner to be unqualified.

5. INTERPRETATIONS OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other proposed contract documents, he may submit to the Program Manager, Alpha Corporation, a written request no later than 10 days prior to the bid opening, for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum. A copy of such addendum will be mailed or delivered to each person receiving a set of documents. Neither the Owner, Program Manager or the Architect will be responsible for any other explanations or interpretations of the proposed documents.

6. ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made a part of the contract.

7. RIGHT TO NEGOTIATE

The Owner reserves the right to negotiate with the lowest responsive and responsible Bidder to obtain a contract price with funds available to the Owner whenever such low bid exceeds the Owner's availability of funds for the work. The Work includes a complete Fueling System with underground utilities, and the Owner may select to build either portion of the Work depending on funds available.

8. AWARD OF CONTRACT

The contract will be awarded, as soon as possible, to the bidder submitting the lowest responsive and responsible bid. Any alternates on the proposal form will not be prioritized and will be selected based upon the Owner's interests and available funds.

The Owner reserves the right to waive any technicalities or formalities in any bid or in the bidding. The accepted bidder(s) shall assist and cooperate with the Owner in preparing formal Contract Agreement(s) and within five (5) days following its presentation shall sign and deliver four (4) complete sets of contract documents to the Owner, including but not limited to: the Agreement, the Performance Bond, Payment Bond, Hold Harmless Agreement, and all necessary Certificates of Insurance.

The successful bidder(s), upon failure or refusal to enter in the Contract and/or to furnish the required Performance Bond, Payment Bond, and other required documents within the time specified, shall pay to the Owner as liquidated damages, an amount equal to the bid guaranty deposited with the bid or a portion thereof equal to the difference between the bid security and or next highest acceptable bid.

9. QUALIFICATIONS

Time is of the essence. The contractors' and subcontractors' past performance, organization, equipment and ability to perform and complete their contract within Three (3) months after receipt of permits will be considered in awarding this contract.

10. COST BREAKDOWN

The Contractor shall, before starting his work, submit to the Program Manager a cost loaded schedule of values showing the cost of various segments of the work according to construction activity, the total amount equaling the contract price. This breakdown shall be used as the basis for the payment of estimates as stated in the contract documents.

11. RIGHT TO REJECT PROPOSALS

The Owner reserves the right to reject any or all proposals, to waive irregularities or informalities as may be deemed in the Owner's interest.

12. BID BOND OR CHECKS OF SUCCESSFUL BIDDERS

Bid Bond or Checks of successful bidder will be returned upon acceptance of the 100% performance bond and separate 100% payment bond. Checks of other bidders, not previously forfeited, will be returned as soon as it is determined that the bids represented by the checks will receive no further consideration by the Owner.

13. TIME IS OF THE ESSENCE AND AWARD OF CONTRACT

Time is essence of the Contract.

14. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time fixed for the bid opening. Telegraphic requests must be received by the Owner in written form before the bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened except as permitted in Section 2.2-4330) of the Code of Virginia as outlined below.

A bidder may withdraw his bid from consideration if the bid price was substantially lower than other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder must submit to the Owner his original work papers, documents and materials used in the preparation of the bid within one (1) day or twenty-four (24) hours after the date fixed for submission of bids. Such work papers shall be delivered to the Owner by the bidder in person or by registered mail.

Such mistake shall be proved only from the original work papers, documents, and materials delivered to the Owner as required herein.

Failure of bidder to submit his original work papers, documents and materials used in the preparation of this bid at the time, date and place required shall constitute a waiver by that bidder of his right to claim any mistake in his bid.

No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted without the approval of the Owner.

If the bid is withdrawn under authority of this section, the next lowest responsive and responsible bidder shall be deemed to be the low bidder on the project.

When the procedure set forth in the paragraphs above is utilized, original work papers, documents, and materials used in the preparation of the bid must be submitted in an envelope or package separate and apart from the envelope containing the bid marked clearly as to the contents.

15. REQUEST FOR INTERPRETATIONS OR SUBSTITUTIONS

Within fifteen (15) days after Award of Contract, submit to the Architect through the Program Manager, a complete list of major products which are proposed as substitutions for installation with the name of the manufacturer, trade name and model.

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents – Includes but is not limited to furnishing and installing a Complete and Functioning 4,000 gallon and 1,000 gallon Above Ground Storage Tanks (AST) installation along with Fuel Lines and Dispensers in accordance with the Contract Drawings dated December 15, 2016 from VIA Design. Site work to include installation of underground fuel lines, fuel dispensers on the end of the Marina Docks and dedicated underground electrical lines.
2. Work under other contracts.- Surry County Marina and Bathhouse
3. Use of premises.- Combined use of premises. The Surry Seafood Co. restaurant is currently in operation and its patrons use the existing gravel parking lot. Also, there is an active Boat Ramp-Launching Facility which will remain in operation during the construction. Contractor shall coordinate its use so as not to interfere with restaurant or boat ramp operations.
4. Specification – Available with Contract Drawings.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Surry County Marina Fueling Station

1. Project Location: 633 Marina Drive, Surry County, VA, 23883

B. Owner: Surry County

1. Owner's Representative: Brian Camden (Alpha Corporation) 757-567-8865
Joe Gilbert (Alpha Corporation) 757-435-4143

C. Architect: VIA Design PC, 150 Randolph Street, Norfolk, VA 23510.

D. The Work consists of the following:

1. Includes but not limited to a Complete and Functioning Fueling Station. Site work to include installation of underground fuel lines, and dedicated underground electrical lines as indicated in the Contract Plans and Specifications entitled Surry County Marina Fueling Station, dated December 15, 2016.

1.3

- A. Project will be constructed under a single prime contract.
- B. Before commencing Work, submit a schedule showing the sequence, commencement and completion dates.

1.4 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors, if any, so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as needed for the continued operation of the restaurant and boat ramp and as required for safety. There may be additional storage areas available in the gravel parking lots up the hill from the site. Coordinate with the Construction Manager.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated including the Restaurant or Boat Ramp operations

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. Contact the Program Manager if any meaning is unclear prior to submitting Bid.

3. SUBMITTALS

A. SUBMITTAL SCHEDULE

The General Contractor must include all submittals into their construction schedule for acceptance. A review and approval time frame of 7 days must be indicated on the schedule.

B. SUBMITTAL REQUIREMENTS

Submittals can be submitted to the Architect electronically where applicable and shall be made by Letter of Transmittal which shall contain a list of items submitted and identification of deviations from Plans and Specifications contained in the Submittal with all deviations, regardless of substance clearly and completely identified. Deviations not so identified will be deemed not acceptable for incorporation into the work. The cost of correcting unacceptable deviations to meet the requirements of the Contract Documents will be the responsibility of the General Contractor. Substitutions should follow the respective procedure. The letter and items accompanying the letter shall be fully identified as to the project name and location, the Contractor's name, the work order and contract numbers with ample cross references to the Contract Documents, to facilitate identification of items and their locations in the work. Additional specific requirements shall be as follows:

1. Shop Drawings - Submit shop drawings required by the Architect and Specifications. The Architect will examine the prints noting corrections on sepias and copies. Shop drawings include any drawing which requires execution by a draftsman. Size of shop drawings shall not exceed the size of the Contract Drawings.
2. Descriptive Data - Submit brochures or other data required by the Architect or Specifications. The Architect will examine such submittals, noting thereon corrections and will return specified copies with a Letter of Transmittal indicating actions taken by the Architect to the Contractor.
3. Samples - Submit samples as required by the Architect and Specifications. The work shall be in accordance with the approval of the samples. Samples shall be removed from County property when directed or may be incorporated into the work provided the County's approval is first obtained. Samples not removed by the Contractor at the County's option, will become the property of Surry County or will be removed and disposed of by Surry County at the Contractor's expense.
4. The Contractor will indicate by a signed stamp on all Submittals that he has checked the shop drawings and that the work shown is in accordance with the Contract requirements and has been checked for field dimensions and relationship with work of all other trades involved. Architect may reject a Submittal immediately if the Architect notes that it obviously is incomplete or inadequate and return all copies to the Contractor with reasons noted.
5. The Architect will examine such Submittals and return the Submittals to the Contractor. The Architect's review and/or approval shall not relieve the Contractor from responsibility for deviations and alternatives from contract Plans and Specifications, nor shall it relieve him from responsibility for errors in Submittals. No progress will be recorded for installation of non-conforming items or installation of any item which requires a Submittal which has not been fully approved.

6. Failure by the Contractor to identify in his Letter of Transmittal material deviations from the Plans and Specifications shall void the Submittal and any action taken thereon by the Architect. When specifically requested by the Architect, the Contractor shall resubmit such shop drawings, descriptive data and samples as may be required.

C. **SUBSTITUTION REQUESTS**

All proposed deviations from specified items require a formal submittal for review by the Architect, even if the Contract Documents do not otherwise require a formal submittal for review. All deviations from the specified contract items shall be submitted as a substitution request.

All Requests for Substitution must be received by the Architect within fifteen (15) days after award of contract. No other substitution request will be accepted after that date.

The General Contractor will be required to remove all non-conforming items from the project site. For convenience in designation on the Plans or Specifications, materials, articles or equipment may be designated by brand or trade name or name of manufacturer together with catalog designation or other identifying information hereinafter referred to generically as "designed by brand name". Substitutions of materials, article or equipment which is of equal quality and of required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

1. The Contractor shall submit his proposal for substitution in writing as designed in the Specifications or if not designated, then within the period which will cause no delay in the work. If the material contained in the Submittal information includes any deviations from the Contract requirements, the Contractor must identify the deviations and the reasons for their incorporation into the Submittal request. Additionally, if the deviation includes a major departure from the Contract requirements, then the Contractor must supply the Program Manager with submittal material covering both the specified requirements of the contract and the alternative proposed by the Contractor, indicating any change in price or time for the Program Manager's full evaluation.
2. No such proposal will be considered unless accompanied by complete information and descriptive data necessary to determine equality of offered materials, articles or equipment. Samples shall be provided as requested by the Program Manager. The burden of proof as to comparative quality, suitability or performance of offered proposal shall be upon the Contractor. The Program Manager in concurrence with the County and the Architect shall be the sole judge as to such matters. In the event that the Program Manager rejects use of such an alternative, then one of the particular products designated by brand name shall be furnished.
3. When Submittals and/or request for substitution are received at the Architect's office, they will be logged and checked for completeness and compliance and comments will be transmitted to the Architect for incorporation into his review. One (1) copy of approved/unapproved Submittals/Substitutions will be retained in the project file.
4. Submittals and/or request for substitution shall be made in sufficient time to allow for adequate review by the Architect so as not to impact the schedule. Contract time extensions will not be granted as a result of approved or denied substitution requests. Upon return of the Submittals to the Contractor by the Program Manager, they will be marked in one of the following ways:
 - √ 'No Exceptions Noted'
 - √ 'Revise and Resubmit'

- √ 'Rejected'
- √ 'Not Reviewed'
- √ 'Implement Exceptions Noted'

Submittals and/or request for substitution marked 'Revise and Resubmit', 'Rejected' or 'Not Reviewed' are not accepted and will require changes before resubmission and construction.

D. DISTRIBUTION OF SUBMITTALS

The following distribution will be made for descriptive data Submittals:

1. If the Architect has no objections, 'No Exceptions Noted', then:
 - One (1) copy retained by Architect
 - One (1) copy to the Contractor
 - One (1) copy of Transmittal Letter stating such to Construction Manager
2. For samples:
 - One (1) retained by Architect
 - Remainder to Contractor
 - One (1) copy of Transmittal Letter stating such to Construction Manager
3. Sections requiring the submission of operation and maintenance information summaries and equipment data will be processed in the manner described within their appropriate sections.
4. Any fabrications of other work performed in advance of receipt of Submittals shall be entirely at the Contractor's risk.

5. SAFETY PROGRAMS

A. SAFETY AND SECURITY PROGRAMS

The Contractor is required to submit to the Construction Manager a copy of his safety program and any revisions and monthly updates, and the name of their authorized Safety Supervisor at the pre-construction meeting and continuously thereafter for the duration of the Contract. (Note requirements of law for posting of telephone numbers and for first aid training).

The General Contractor has the sole and complete responsibility for the conditions of the job site including safety of all persons and property affected by his work for the duration of the project.

The Contractor must furnish any and all accident reports to the Construction Manager within twenty-four (24) hours of the incident.

With the restaurant and boat ramp in operations, the Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Program Manager.

The Contractor shall protect persons, property, vehicles, waterways wetlands, adjoining property and nearby buildings, including, roads and public streets, from dust, dirt, rubbish or other nuisances arising out of the Contractor's operations or storage practices. If the Contractor damages buildings, vehicles, roads or any other property which belongs to the County or any department or agency thereof, restaurant or boat ramp patrons, he shall repair or replace the same to the satisfaction of the County. In the event the Contractor fails to repair or replace the said property or, in the event the County so elects, Alpha Corporation may direct the Contractor not to repair or replace that which has been damaged, but in lieu thereof, may retain from money due under the Contract an amount sufficient to ensure repair of the damage.

The Construction Manager may observe a safety violation and will immediately issue a Safety Notification to the Contractor. The Contractor is to immediately correct the unsafe condition.

B. SECURITY

It is the responsibility of the Contractor to provide security for the project duration of the construction period ending with final completion. The Contractor shall provide services to ensure the following:

1. Guarding the area of construction and restricting trespassers, especially stopping persons from entering the Work Area.
2. Protecting work under his and other separate contracts.
3. Protecting field offices, restaurant building, boat ramp, etc..

SURRY COUNTY PROJECT NO: BC2016-04 Surry County Marina Fueling Station, Surry County, VA.

THIS AGREEMENT, made and entered into this _____ day of _____ by and between Surry County, Virginia, hereinafter called the Owner, and _____ hereinafter called the Contractor, whose address is _____.

WITNESSETH: WHEREAS, the Owner intends to have the Marina Fueling Station work located on 633 Marina Drive in Surry County, Virginia.

WHEREAS, the Contractor agrees to perform the work for the sum herein stated.

NOW THEREFORE, the Owner and the Contractor for the consideration hereinafter provided agree as follows:

ARTICLE 1. SCOPE OF WORK

The work to be performed shall be in accordance with Contract Documents prepared by VIA Design Architects dated December 15, 2016 and entitled Surry County Marina Fueling Station, Surry County, the Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the Contract Documents, which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of the Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor. The AIA General Conditions of the contract are included in the Contract Documents are defined in the General Conditions and are incorporated herein by reference.

ARTICLE 2. TIME OF COMPLETION

The Contractor shall commence the work promptly upon the date established in the Notice to Proceed and be 100% complete within Three (3) Months after receipt of necessary permits to start construction. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this agreement or such other date as may be established therein.

ARTICLE 3. CONTRACT SUM

The Owner agrees to pay, and the Contractor agrees to accept in full performance of this contract, the sum of _____, which sum also include the cost of a 100% Performance Bond and 100% Payment Bond, said bonds having been posted by the Contractor Pursuant to State Law.

ARTICLE 4 PAYMENT

The Owner agrees to pay the Contractor from time to time as the work progresses, but no more than once each month after the date of Notice to Proceed, and only after complying with the General Conditions and

completion of the value of the labor performed and, subject to the requirements for the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

ARTICLE 5. INDEBTEDNESS

Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid or what arrangement have been made for the payment.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the owner.

ARTICLE 6. ADDITIONAL WORK

In its understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished unless an new contract in writing or a modification hereto for such additional materials or labor has been executed by the Owner and Contractor. The Owner specifically reserves the right to modify or amend this contract and the total sum due hereunder either by enlarging or restricting the scope of work.

ARTICLE 7. ACCEPTANCE

The work shall be inspected for acceptance by the Construction Manager and Architect promptly upon receipt of the notice from the Contractor that the work is complete and ready for inspection.

ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should disputes arise respecting the value of any work done, or any work omitted, or any extra work which the said Contractor may be required to perform, or respecting any other elements involved in this contract, the said dispute shall be brought to the attention of the Program Manager who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of Surry County and their decision shall be final and conclusive. Any claims, disputes or other matters in question between the parties to this Agreement shall not be subject to binding arbitration. Any and all claims or disputes, or other matters in question between the parties arising out of or relating to this Agreement or a breach thereof shall be resolved by appropriate proceedings in the Surry County Circuit Court, and in no other forum.

ARTICLE 9. TERMINATION FOR BREACH, ETC

IF the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this contract, the Owner may serve written notice upon him of its intention to terminate said contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The

Owner may take possession of and utilize in completing the work, such materials, appliances, paint, and any other property belonging to the Contractor as may be on the site of the work and necessary therefore. The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right of remedy of the Owner) the whole or any portion of the work for the convenience of the Owner.

ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF.

The Owner may withhold from payment to the Contractor such an amount or amounts as, in its judgment, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be considered as payment made under the Contract by the Owner as to such payment made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 11. LIABILITY AND INDEMNIFICATION

The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, Surry County and all institutions, agencies, departments, authorities and instrumentalities of the County and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers as described in the General Conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this Contract.

ARTICLE 12. SUBCONTRACTOR

No part of this contract shall be sublet by the Contractor without prior written approval of the Owner.

ARTICLE 13. LIQUIDATED DAMAGES

Should the Contractor fail to Substantially Complete the work on or before the Substantial Completion Date, the Contractor shall pay the Owner the sum of \$250.00 for each consecutive calendar day that the terms of the Contract remain unfulfilled.

For each consecutive calendar day that the work remains incomplete after the date established for the Final Completion, the Contractor will pay the Owner the additional sum of \$200.00 for each calendar day beyond the said Final Completion Date that the work remains uncompleted. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the Contract. Liquidated damages will be calculated and assessed based on provisions defined in the General Conditions and the date upon which the Program Manager and Owner certify that all

items on the Substantial Completion "Punch List" are complete. The sums mentioned above shall represent the actual measure of liquidated damages which the Owner will sustain per diem by failure of the undersigned to complete the Work at the times stipulated. The sum is in no way to be considered a penalty.

ARTICLE I4. VIRGINIA PUBLIC PROCUREMENT ACT.

Contractor agrees to comply with all of the mandatory provisions of the Virginia Public Procurement Act, which are incorporated herein by reference, including those concerning non-discrimination, payment of subcontractors, employment of aliens, maintaining a drug free workplace and maintaining all state licenses and SCC corporate registration. Contractor's tax identification number is _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: .

BY: _____

ATTEST

BY: _____ TITLE: _____

BY: _____ TITLE: _____

OWNER:

SURRY COUNTY

BY: _____ TITLE: _____

ATTEST

BY: _____ TITLE: _____

BY: _____ TITLE: _____

APPROVED AS TO FORM:

ATTORNEY

BY: _____ TITLE: _____

To: Tyrone Franklin, Surry County Administrator

Submitted By: _____

Date: _____

Having carefully examined the drawings and specifications prepared by Via Design Architects and entitled Surry County Marina Fueling Station dated December 15, 2016 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials, labor, equipment and services, including applicable taxes, for a lump sum consideration of:

BASE BID – Surry County Marina Fueling Station, Surry County, Virginia.

_____ Dollars

(\$ _____) **TOTAL BASE BID**

TIME OF COMPLETION

Work shall commence immediately upon contract signing or upon Notice To Proceed. Owner anticipates Award of Contract/Notice to Proceed by **July 1, 2017**. All work shall be substantially complete and available for occupancy within three (3) months of receiving all permits to start construction.

BID SECURITY

If notified of the acceptance of this bid within sixty (30) calendar days after the date fixed for the opening of the bids, the undersigned agrees to execute and deliver to the Owner the Contract and Contractor's Bonds within ten (10) calendar days from the date of notification and, to faithfully and properly complete the work with the best interest of the Owner, the safety of the public and in accordance with first class workmanship.

The undersigned agrees the Owner may retain five percent (5%) of the contract amount.

Attached hereto is a cashiers check/certified check in the amount of _____ or Bid Bond (AIA Document A310 or from Bid Bond Surety Company authorized to do business in the State of Virginia and acceptable to the Authority), none of which shall be less than five percent (5%) of the principal's bid, made payable to the Owner.

The Undersigned agrees, if awarded the Contract, to comply with all provisions regarding commencement, performance, completion and acceptance of the work described in the above mentioned specifications and as stipulated in his proposal and the construction contract. In case of failure on his part to execute the said contract and bond and commence work thereon, the check or bid bond shall be paid as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the Undersigned.

It is agreed that the Undersigned has complied with and/or will comply with all requirements concerning licensing and with all other Local, State and National Laws and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the contract to him and/or in the prosecution of the work required thereunder.

The Undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter

has any interest whatsoever in this proposal of the Contract that may be entered into as a result thereof and that in all respects the proposal is legal and fair, submitted in good faith without collusion or fraud.

Respectfully submitted this _____ day of _____, 20____.

(Name of Firm)

(Mailing Address of Firm)

(City/State/Zip Code of Firm)

()

(Phone Number)

By _____

Title _____

General Contractor Number: _____

QUALITY ASSURANCE

A. OBSERVATION OF WORK

1. Site Observation - The Construction Manager/Architect will periodically inspect the construction and report activities to the contractor, Program Manager and County. The Architect will be required to provide the Program Manager with a field observation report for each day the Architect visits the site.

The General Contractor will be solely responsible for construction means, methods, sequence or procedures, safety precautions and programs in connection with the work.

2. Code Inspection - The Contractor has the SOLE obligation to schedule and notify the various County, State and other inspection agencies and the Program Manager for the proper inspections as prescribed by the applicable code and permit requirements. The costs for all inspections are to be paid by the Contractor. Prior to calling for said inspection, the Contractor shall notify the Construction Manager and Architect or his consultants in order to review the work if so required.
3. Testing & Inspection – The Contractor is required to provide independent manufacturer testing of the complete Fueling System as required by the Contract Documents and which will be employed and paid directly by the General Contractor. A copy of the manufacturer's testing results shall be sent to the Owner, Architect and Construction Manager.

B. REJECTION

Should a case arise where a deficiency is discovered and the Construction Manager as well as the Architect, recommends rejection of a part of the work, the following procedures shall be implemented:

1. Construction Manager and the Architect shall make an investigation of the problem and review all the pertinent facts with the Contractor.
2. After consultation with the Contractor and the Construction Manager, if an order of non-compliance is appropriate, the Architect and/or Program Manager will formally notify the Contractor of the work to be rejected. This will be accomplished by issuing a Notice of Defective or Non-Conforming Work.
3. The Construction Manager shall then issue a Notice of Defective or Non-Conforming Work form which will consist of three (3) elements as follows:
 - a. A concise description which clearly and thoroughly defines work which is rejected;
 - b. References to the provisions of the contract which are deficient, and;
 - c. The allowable time for correction of non-conforming work is three (3) calendar days from the date of the Notice of Non-Conformance was issued.
4. Three methods exist for the resolution of a Notice of Defective or Non-Conforming Work:

- a. The Contractor shall correct, at his expense, the defective work
- b. County, at the Contractor's expense, shall correct the defective work.
- c. At the opinion of the County, the defective or non-conforming work may remain as is with an equitable adjustment by reduction of the contract amount. (This would be accomplished by a Change Order).
- d. A Resolution of Defective or Non-Conforming Work will be issued when all corrective measures have been completed.
- e. The Construction Manager shall log the date the Notice of Defective or Non-Conforming Work was issued and the date the Resolution of Defective or Non-Conforming Work was issued.

NOTICE OF DEFECTIVE OR NON-CONFORMING WORK

PROJECT NAME:

NONC NO.:

GENERAL CONTRACTOR:

DATE:

NOTICE:

Gentlemen:

You are hereby notified that the following work has been found to be defective or not in accordance with the Contract Documents:

See Attached EXHIBIT Date _____

This Notice of Defective or Non-Conforming work is a demand of the Program Manager that the above identified rejected work shall be brought into conformity with the Contract Documents by no later than the time fixed herein below. Failure on the part of the Contractor to comply with this demand within the time allowed with constitute a breach of contract and will, in addition, constitute neglect and failure to perform pursuant to which neglect and failure, the Owner will, after three (3) days written notice to the Contractor, be entitled under the terms of the General Conditions to make good the above mentioned deficiencies with deduction of the cost thereof from any payment due to become due to the Contractor.

The General Conditions provides that the Contractor shall promptly correct all work rejected and that the Contractor shall bear all costs of correcting such rejected work. It is the opinion of the Program Manager that taking all circumstances into consideration, the Contractor must have completed the aforesaid no later than the close of the business day on _____. The designation of the space of time allowed is not an extension of time, does not alter the pace of the construction progress schedule, and does not extend the time for making good deficiencies on any earlier notices of defective or non-conforming work. It is the time within which the deficiencies must have been made good or the omissions supplied under pain of giving rise to a right of the Owner to have the work performed directly and promptly at the expense of the Contractor.

Sincerely,

ALPHA CORPORATION INC.

- cc. Architect
- Office
- Field
- Site

**ATTACHMENT
RESOLUTION OF NON-CONFORMING WORK**

PROJECT NAME: Surry County Marina Fueling Station	NONC NO.:
ATTENTION:	DATE:
GENERAL CONTRACTOR:	

This is to inform you that the above referenced Notice is hereby dissolved.

Your letter of _____ notified us that work rejected by Notice of Defective or Non-Conforming Work Number _____ as described in Exhibit 'A' dated _____ and enclosed herewith, has been corrected.

Pursuant to our inspection of the work made _____, we herewith dissolve the Notice of Defective of Non-Conforming Work dated _____.

Respectfully,

ALPHA CORPORATION, INC.

Enclosure: Exhibit 'A'

cc: Architect
Office
Field
Site

1. MANUFACTURER'S TESTING SERVICES

All inspection and testing required to establish compliance with the Contract Document requirements shall be made by the Manufacturer or his rep and paid for by the Contractor, but approved by the Architect, as required for the execution of the Work, including those expressly noted within the technical Specifications.

The cost of the services for testing and inspection will be paid by the Contractor as required for the execution of the Work. If initial tests indicate non-compliance with Contract Document requirements, any subsequent testing shall be performed by the same inspection service and paid for by the Contractor. Schedule portions of the Work requiring testing and inspection services so that the time of such work is as continuous and brief as possible.

The cost of contract plans approval made by a legally constituted authority, shall be the responsibility of, and paid for by, the Owner.

2. WORK INCLUDED

- A. General requirements for tests and inspections may include the following.
- B. Testing laboratory inspection, sampling and testing for work provided under the following specification sections:
 - 1. Tank Tightness
 - 3. Leak Detection
 - 4. Mechanical
 - 5. Electrical
 - 6. Underground Fuel Lines

3. CONTRACTOR'S RESPONSIBILITY

- A. **Coordination** - Contractor, as required for the execution of his Work, shall initiate and coordinate testing and inspections required by the Contract Documents and public authorities having inspection jurisdiction over the work.
- B. **Access** - Assist testing and inspection personnel in the performance of their duties at no additional cost to the Owner.
- C. **Data** - Furnish records, drawings, certificates, and similar data as may be required by the testing and inspection personnel to assure compliance with the Contract Documents.
- D. **Defective Work** - Remove and replace any work found defective or not complying with Contract Document requirements at no additional cost to the Owner.
- E. **Quality Control - General**
 - 1. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
 - 2. Failure of materials and of equipment tested or inspected:

- a. Previous acceptance may be withdrawn and material may be subject to removal and replacement with material meeting specification requirements, at no cost to the Owner.
- b. The Owner may refuse consideration of further samples of same item for testing.

4. MANUFACTURER’S TESTING RESPONSIBILITY

- A. **Tank Tightness/Leak Detection/Underground Fuel Lines** – In accordance with Federal, State and Local requirement for AST installation.. Sampling equipment and personnel will be provided by the manufacturer.
- B. **Test Reports** - Reports shall include all tests made, regardless of whether such tests indicate that material is satisfactory or unsatisfactory. Reports shall state with which requirements the material or materials were sampled and tested. Test reports shall show the indicated or specified design strength(s) and state definitely whether or not the materials tested comply with the specification requirements.

Report distribution shall be as follows:

The Owner	-	2 copies
Construction Manager	-	1 copy (VIA email)
Architect	-	2 copies
Engineer (if applicable)	-	2 copies

C. Manufacturer’s Testing Duties

1. Cooperate with the Owner, Construction Manager, and Architect, in notifications, information, scheduling, storage, and access as necessary to meet requirements for service without causing delays on Project.
2. Perform specified inspections, testing, and sampling of materials to comply with specified standards.
3. Ascertain compliance of materials with requirements of the Contract Documents.
4. Notify, through the Construction Manager, the Owner, and Architect, immediately, orally, and subsequently by a written report stating pertinent data, when test or inspection reveals undesirable conditions, non-conformance, or failure to meet requirements.
5. Promptly submit written reports of each test and inspection to the Architect for distribution to the Owner and Construction Manager. Each report is to include:
 - a. Date issued
 - b. Project title and number.
 - c. Manufacturer’s Testing name, address, and telephone number.
 - d. Name and signature of manufacturer’s testing inspector.
 - e. Date and item of testing inspection.
 - f. Record of temperature and weather conditions.
 - g. Date of test.

- h. Identifications of product and Specification Section.
- i. Type of inspection or test.
- j. Results of tests and compliance with the Project Documents.
- k. Interpretation of test results, when requested by the Program Manager, the Owner, or the Architect.

5. REQUIRED INSPECTIONS AND TESTS

- F. **Completed Work** - Should the Owner require tests and inspections for work completed before final acceptance of the entire work, furnish the necessary facilities, labor, and materials to uncover or remove work in question to the extent necessary.
- 1. If work is found defective, that Contractor shall pay for removal, tests, inspections, and satisfactory reconstruction. Time extensions may not be granted.
 - 2. If work is found to conform with the Contract Documents, reasonable time extension, if warranted, shall be granted. If inspection and testing was not required as part of the Contract Documents, the Owner will reimburse costs for facilities, labor, and materials for removal and reconstruction.
 - 3. All reimbursements to the Contractor will be handled in the form of a Change Order to the Contract.