

KING WILLIAM COUNTY
HVAC REPLACEMENT-ADMINISTRATION BUILDING PHASE 4
INVITATION FOR BIDS
#IFB-2019-002

King William County is now accepting competitive sealed bids for replacement of one (1) HVAC unit at the King William County Administration Building located at 180 Horse Landing Road, King William, VA 23086. Sealed bids will be received at the King William County Department of Financial Services until **Thursday, January 31, 2019 at 10:00 a.m.**, at which time they will be publicly opened and read.

I. SCOPE OF WORK

- A. Replace one (1) of the existing Carrier 15-ton Heat Pump Split Systems with Carrier or equivalent equipment. Provide all submittal/performance data and warranty information for all proposed equipment.
- B. System must be equivalent to current system.
- C. Provide and install all necessary duct work to tie into existing system.
- D. Install all new electrical and thermostat wiring.
- E. Install new fusible disconnect.
- F. Install new smoke detectors in duct as required.
- G. Install new line set as needed.
- H. Install new PVC P-traps for air handler for drain.
- I. Replace flexible conduit as needed.
- J. Replace T-Stat wire if needed.
- K. No permit will be required from the King William County Community Development Department.
- L. MISCELLANEOUS/TIME OF COMPLETION: All crane fees shall be included in the price. Work may begin as soon as the notice to proceed is given and must be completed within 30 days after the date of the notice to proceed. Work may be done outside of regular operating hours of King William County offices (M-F 8:30 a.m. – 4:30 p.m.). All work areas shall be cleaned daily of trash and debris.

II. INSTRUCTIONS TO BIDDERS

- A. Sealed Bids must be delivered and addressed to the King William County Department of Financial Services, Attention: Cindy Hixenbaugh, 180 Horse Landing Road #4, King William, VA 23086 on or before the closing date and time of **Thursday, January 31, 2019 at 10:00 a.m.** Bids are to be submitted in sealed envelopes marked **“Sealed Bid – HVAC REPLACEMENT-ADMINISTRATION BUILDING PHASE 4, IFB 2019-002”**. Bids not received by this date and time will be deemed undelivered and not accepted. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received at the stated location by the proper time.
- No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. The receiving time in the Department of Financial Services will be the governing time for acceptability of bids. Bids must bear original signatures and figures. Bids must be submitted on preprinted Bid Forms supplied by the County and duly executed in accordance with the instructions on the Bid Form. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.
- B. Bids are opened publicly immediately after the stated deadline. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.
- C. Bidders’ authorized representatives may withdraw bids only by written request received before the Bid Submittal Deadline. Unless otherwise stated in the published Invitation for Bids, Bidders may not withdraw their bids for a period of sixty calendar (60) days after the Bid Submittal Deadline.
- D. By submitting a bid the bidder agrees and warrants that it has examined all the contract documents and if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the bidder from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be cause to alter the original contract or proposal or for the bidder to request additional compensation.
- E. Bidders shall notify Cindy Hixenbaugh promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing either by mail to King William County Department of Financial Services c/o Cindy Hixenbaugh, 180 Horse Landing Road #4, King William, VA 23086 or faxed to (804) 769-4964 or by email to chixenbaugh@kingwilliamcounty.us All such notifications or questions shall arrive at least seven (7) working days before the Submittal Deadline. Any questions received after the deadline will not be addressed. Bidder’s company name, address, phone and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this solicitation. All clarifications, corrections, or changes, to the

solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding on the County unless made by Addendum. All Addenda issued shall become part of the contract documents. Addenda will be provided to bidders by Posting on the County's website. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum. For this solicitation comments or questions will be accepted in writing through the end of the business day January 24, 2019. Written responses in the form of an addendum will be posted on the County's website, on or before January 28, 2019.

- F. Potential bidders needing special assistance under the Americans with Disabilities Act shall contact Cindy Hixenbaugh at 804-769-4965 or chixenbaugh@kingwilliamcounty.us. Every reasonable effort will be made to allow every qualified bidder to participate in the competitive process.
- G. King William County reserves the right to accept or reject any or all bids or portions of any bid and to reissue said bid. The County reserves the right to waive irregularities provided they do not affect the price, quality, quantity or delivery schedule of what is offered.
- H. King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder to perform. The bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- I. By submitting a bid, 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.
- J. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.
- K. Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why the bidder or offeror is not required to be so authorized. A form for this purpose is included in this solicitation as Attachment A.

- L. All bidders submitting a bid to the county are subject to the decision of the County as to the quality of what is offered, responsiveness of the bid or proposal and the responsibility of the bidder. The purchasing agent, administrator, or public body as the case may be, in their sole discretion, will evaluate bids and in all cases the decision made shall be final. Every bidder submitting a bid or proposal agrees to abide by the decisions of such officials and all the terms of the County purchasing policy as a condition precedent to the submission of the bid. A form for this purpose is included in this solicitation as Attachment B.
- M. The following factors shall be considered in addition to price when determining the lowest responsible bidder and the responsiveness of the bid:
1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
 4. The quality of performance of previous contracts or services;
 5. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
 6. The number and scope of conditions attached to the bid; and
 7. Any other condition or criteria included in the request for bids or the instructions to bidders.
- N. The firm, corporation or individual name of the bidder must be signed in ink to any proposals or bids submitted. In the case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of The partners must follow the firm name using the term "member of the firm" or "general partner".
- O. Bids shall be accompanied by a bid guarantee of Five Percent (5%) of the bid, which may be a bid bond with surety, or a certified check or cashier's check made payable to the Treasurer of King William County. Such bid bond or check shall be submitted with the understanding that it will guarantee that bidder will not withdraw its bid for a period of sixty (60) days; and, that if its bid is accepted, it will enter into a formal contract with the County and the required bonds and certificates will be given. The County's required bid bond form is attached as Attachment C.
- P. If the lowest acceptable bid exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.
- Q. 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 the request of the County and agreed to in writing by one or more bidders who wish to remain in consideration. Upon award of the contract to a bidder, such bidder shall enter into the contract by executing the contract and by furnishing any bonds for payment and performance specified herein and Certificate(s) of Insurance 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 County may allow. Failure by the successful bidder to enter into a written contract and furnish required bonds and certificates within the allotted

time shall cause the successful bidder to forfeit the full amount of any required bid guarantee to the County. A notice to proceed will be issued by the County within five (5) days of execution of the contract and furnishing of required documentation by the successful bidder.

- R. A Certificate(s) of Insurance shall be required within ten (10) days of the date of the award or before start or work, whichever comes first demonstrating insurance coverage as specified in the contract documents. The certificate(s) must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County and be accompanied by necessary endorsements of the referenced policies.

III. SPECIFIC TERMS & CONDITIONS

- A. **A mandatory** pre-bid conference will be held on **Wednesday, January 23, 2019 at 10:00 AM** at 180 Horse Landing Road, King William, and VA 23086 in the Board Room. This will be the only site tour provided. All contractors wishing to respond **MUST** attend.
- B. The proposed contract is enclosed and contains the terms and conditions that will be binding on the successful bidder. The final format must be approved as to form by the County Attorney.
- C. Insurance requirements are listed in Attachment D. The successful bidder/contractor certifies that the contractor and any subcontractors will maintain the insurance coverage required during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance by the Virginia State Corporation Commission.
- D. Payment will be made as follows: Fifty percent of the contract amount will be due upon delivery of the heat pump units to the site and will be paid within 21 days of contractor's invoice. The remaining fifty percent of the contract amount will be due upon completion and written acceptance of the work by the County and will be paid within 21 days of contractor's invoice.

IV. GENERAL TERMS & CONDITIONS

- A. In accord with Section 2.2 – 4343.1 of the Code of Virginia, King William County does not discriminate against faith-based organizations in procuring goods or services and both the County and any contracted faith-based organization will comply with the provisions of that section.
- B. During the performance of any contract issued pursuant to this bid, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law related to 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. With the following exceptions, procurement documents are subject to the Virginia Freedom of Information Act:

1. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.
2. Bid and proposal records shall be open to public inspection only after award of the contract. Any bidder or offeror may be allowed to inspect the bid or proposal records after bid opening or after the evaluation and negotiation of proposals are completed, and prior to award unless the County decides not to accept any bids or not to accept any of the proposals and to reopen the contract.
3. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information prior to or upon submission of the data or other materials. Any such request must identify what is to be protected and state the reasons therefor.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions imposed by the Purchasing Agent to insure security and integrity of the records.

D. By submitting a bid, bidders certify that they do not and will not, during the performance of an awarded contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

E. During the performance of and awarded 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 paragraph, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor pursuant to this bid, 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.

- F. Any business entity including those described in Subparagraph K of the Instructions to Bidders that enters into a contract shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- G. King William County (Federal I.D. #54-6001376) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.
- H. The contractor agrees to indemnify, defend, and hold harmless King William County, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys’ fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder’s negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County’s sole negligence. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity as stated in this paragraph.

V. SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT

- A. Authorized Distributor: Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer’s warranties.
- B. Compliance with OSHA: Successful Bidder warrants that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the King William County harmless for any failure to so conform.
- C. Manufacturer & Model Number: Bidder must state the manufacturer name and model number of each item proposed.
- D. New and Unused: Unless specifically provided to the contrary in the solicitation, all materials and equipment shall be new and unused and of the current production year.
- E. Samples: For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The County

reserves the right to consume samples for testing purposes. The County may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his expense within (30) days of request by the County. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the County reserves the right to cancel the award and purchase the goods in the open market at the expense of the vendor.

- F. Warranty, Manufacturer: Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract against defects in material and workmanship for a period of not less than *three (3) years* from the date of final acceptance by the County. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

- G. Warranty, Successful Bidder: Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against defects in material and workmanship for a period of not less than *one (1) year* from date of the final acceptance by King William County. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

**VIRGINIA STATE CORPORATION COMMISSION
IDENTIFICATION NUMBER REQUIRED
ATTACHMENT A**

A bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized.

Any bidder described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent.

Identification # Issued by the State Corporation Commission: _____

If you are not required to be so authorized, please state reason:

**BID FORM
ATTACHMENT B**

County of King William
Department of Financial Services
180 Horse Landing Road #4
King William, Virginia 23086

The undersigned hereby proposes to supply all necessary materials, equipment, and labor required to replace one (1) HVAC units at the King William County Administration Building and complete corresponding work associated with this project as specified in IFB #2019-002 and to abide by all of the terms, conditions and specifications included in IFB #2019-002 for the lump sum price of:

Bid Price \$ _____

[This Bid Form must be completed in blue or black ink or type written and executed by the duly authorized agent of the Bidder.]

Name and Address of Firm: _____

BY: _____
Signature in ink

Print Name: _____

TITLE: _____

Contact telephone No: _____

Federal Tax ID#: _____

**BID BOND
ATTACHMENT C**

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Bidder)

hereinafter called the Principal, a _____ (Corporation, Partnership or Individual) and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto King William County, Virginia, hereinafter called Owner, in the penal sum of _____ Dollars, (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has submitted a bid to Owner on the _____ day of _____, 20____, for the project generally described as:

_____.

NOW, THEREFORE, if the Owner shall accept the bid of the Principal and the Principle shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bonds and meet such other requirements as may be specified in the bidding documents, or in the event of the failure of Principal to enter such contract and give such bonds and to meet such other requirements, if Principal shall pay to Owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the day of _____, 20_____.

ATTEST:

PRINCIPAL

BY/TITLE

SEAL

Print or type name signed above

WITNESS TO PRINCIPAL

ADDRESS

ATTEST:

SURETY

BY (ATTORNEY IN FACT)

SEAL

Print or type name signed above

WITNESS AS TO SURETY

ADDRESS

NOTE: Date of Bond must be as to date of Bid. If Contractor is Partnership, all partners should execute Bond.

**INSURANCE SPECIFICATIONS
ATTACHMENT D**

The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of King William. The policies shall be endorsed to be primary with respect to the additional insured.

The successful bidder shall carry Commercial General Liability Insurance in the amount specified below, including contractual liability assumed by the successful bidder, and shall deliver a Certificate of Insurance together with necessary policy endorsements from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of King William named as an additional insured for the Commercial General Liability and Umbrella/Excess Liability coverage if such coverage is used to meet the specified amount of insurance. The contract includes the following indemnification agreement: “The contractor agrees to indemnify, defend, and hold harmless King William County, it’s governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys’ fees, or actions of any kind or nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder’s negligent acts, errors, omissions, related to the provision of services and/or products specified under the contract provided that such liability is not attributable to the County’s sole negligence.”

The County makes no representation or warranty as to how the successful bidder’s insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the successful bidder’s responsibilities outlined in the contract.

Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

LIMITS:

Worker’s Compensation	State of Virginia Requirements (Note 3)
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile Liability	\$1,000,000 per occurrence
Professional Liability (E/O)	\$1,000,000 per occurrence (If stated as being required in the Specific Terms & Conditions)
Construction	If stated as being required in the Specific Terms & Conditions, all risk builders risk on the completed value of all such work, with exclusions for design or defects removed by policy endorsement

Sample Contract

COUNTY OF KING WILLIAM

IFB No. 2019-002

This Contract entered into this ____ day of _____ 20____, by _____, hereinafter called the "Contractor" and the County of King William, hereinafter called the "County".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF WORK: The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment and other services to complete the work in strict conformance with the Contract Documents hereinafter enumerated.

COMPENSATION AND METHOD OF PAYMENT: The contract amount is _____ based upon the bid of Contractor accepted by County. The Contractor shall be paid by the County as stated in the Specific Terms and Conditions.

TIME: All work shall be completed within 30 days of issuance of the notice to proceed by County.

LIQUIDATED DAMAGES: It is understood and agreed that time is of the essence and that Contractor will commence and fully complete the project within the time specified in this Contract. The Contractor further agrees to pay, as liquidated damages and not as a penalty, the sum of _____ estimated, computed, determined, and agreed upon because of the uncertainty and difficulty of measuring actual damages, for each and every calendar day that the work called for by this Contract shall remain uncompleted and unfinished after the allowed Contract time; and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract.

WARRANTY: In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall be effective for one (1) year from the date of final acceptance of the work.

The Contractor shall remedy, at the Contractor's expense, any failure to conform to the contract requirements, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to County owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

Contractor shall not be liable for the repair of any defect of material or design furnished by the County nor for the repair of any damage that results from any defect in County furnished material or design, nor from pre-existing structural defects.

Notwithstanding any provisions herein to the contrary, the warranty period relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

MODIFICATION OF CONTRACT: The County may, upon mutual agreement with the Contractor, issue written modifications/change orders to the terms of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$25,000 or 25%, whichever is greater, without the advance approval of the Board of Supervisors. In making any modification, the

resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the County.

- a. The written modification shall stipulate the mutually-agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount;
- b. The written modification shall stipulate the number of unit quantities added to/deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount;
- c. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as the County may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the County and the Contractor.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract and the following component parts, all of which are hereby made a part hereof as if set out in full:

- 1. Advertisement for Bids
- 2. Invitation for Bids No. 2019-002 including all attachments thereto.
- 3. Bid Proposal
- 4. Bid Bond
- 5. Certificate of Insurance
- 6. Notice to Proceed
- 7. Change Orders/Modifications (if any)

ADDENDA:

No. _____, dated _____ No. _____, dated _____ No. _____, dated _____ No. _____, dated _____

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF KING WILLIAM:

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____