

Project Manual



TOWN OF WINDSOR, VIRGINIA

IFB NO. 2020-02

WINDSOR PUPRIC WORKS BUILDING

9 East Griffin Street, Windsor, Virginia

TABLE OF CONTENTS

WINDSOR PUBLIC WORKS BUILDING 9 EAST GRIFFIN STREET WINDSOR, VIRGINIA

IFB NO. 2020-02

A. BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

Invitation for Bid
Instructions to Bidders
Bid Form
Agreement
Hold Harmless Agreement
Summary of Work

The General Conditions for this contract include the American Institute of Architects AIA Document No. 201-2017 "General Conditions of Contract for Construction."

B. CONTRACT DRAWINGS-DOCUMENTS

1. Plans and specifications prepared by James River Architects entitled "Windsor Public Works Building" dated February 20, 2020 including architectural, structural, plumbing, mechanical and electrical designs. The metal building is to be a design-build pre-engineered metal building by the contractor.
2. Civil Engineering Site plans by Hoggard Eure Associates entitled "Site Plan for Town of Windsor Maintenance Building" dated August 3, 2016.
3. Report "Subsurface Exploration and Geotechnical Engineering Services" dated February 27, 2020 by GET Solutions.
4. AIA Document No. 201-2017 General Conditions of Contract for Construction.



TOWN OF WINDSOR

8 East Windsor Blvd.
Windsor, VA. 23487

INVITATION FOR BIDS (IFB)

IFB# 2020-02

Windsor Public Works Building

The Town of Windsor Virginia will accept sealed bids until 2:00pm Wednesday, April 22, 2020 for the construction of the new Windsor Public Works Building. The project is generally described as the construction of a new 50' x 80' pre-engineered steel building, related site work and electrical, plumbing, mechanical systems.

A non-mandatory Pre-Bid Conference and Site Visit will be held on Monday, April 13, 2020 at 1:30pm at the site. Bidders are strongly encouraged to attend and maintain social distancing.

Due to the current virus the Town offices are closed, and bids must be received by mail by 2pm on April 22, 2020 at the Windsor Town Manager's office located at 8 East Windsor Blvd. P. O. Box 307, Windsor Va.23487, attention Sandy Wanner, Interim Town Manager.

Bids may also be sent electronically and must be received by no later than 2pm on April 22, 2020 at: bids@windsor-va.gov. There will be no public bid opening, and all bids received will be posted on the Town's web site.

Bidders may obtain electronic copies of the IFB by visiting the Town of Windsor web site; <https://www.windsor-va.gov/page/bids-and-rfps/>, the eVA Virginia Business Opportunities' website; www.eva.virginia.gov or by contacting Brian Camden, Program Manager at Brian.camden@alphacorporation.com.

Inquiries of a technical nature concerning this Invitation for Bids should be addressed to the Program Manager, Brian Camden Alpha Corporation, at (757) 567-8865 or at the e-mail above

INSTRUCTIONS TO BIDDERS

1. *DRAWINGS AND SPECIFICATIONS*

Copies of the Bidding Documents may be obtained from the Town of Windsor web site and the Eva VBO website; www.eva.virginia.gov. or viewed at the Town Manager's office located at 8 East Windsor Blvd. Windsor, VA. 23487. Inquiries concerning the project shall be addressed to Brian Camden, Program Manager, Alpha Corporation, (757) 567-8865 or e-mail to: brian.camden@alphacorporation.com

2. *PROPOSALS*

Before submitting a proposal, each bidder shall carefully examine the drawings, specifications, geotechnical report by GET and other contract documents and shall visit the site of the work at 9 E Griffin St., Windsor, VA 23487 to provide all labor, material, equipment and permits for the completion of the work as shown on site plans dated 8/3/16 by Hoggard/Eure entitled "Site Plan for Town of Windsor Maintenance Building"; and architectural, structural, electrical, mechanical and plumbing plans by James River Architects entitled "Windsor Public Works Building" dated February 20, 2020. The work also includes design/build requirements for the pre-engineered metal building and related foundations, and any additional requirements for the mechanical, electrical and plumbing systems needed for permitting. Bidders shall fully inform themselves 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. Contractors are to carefully review the Summary of Work, Section 1.4 "Allowances" for contract allowances for site and building undercut. Bidders are encouraged to send their bids electronically via e-mail to; bids@windsor-va.gov.

Fill out in ink or typewritten without erasure, interjection or changes.

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 the Town of Windsor. 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 the Town of Windsor.

4. *LISTING OF SUBCONTRACTORS*

The apparent low bidder shall deliver to the Construction 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.

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 Architect and Construction Manager 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 posted on the web sites. The contract plans, specifications and documents are complimentary, in the event of any inconsistency between the plans and specifications, all Bidders are required to provide the better quality product or greater quantity work and to comply with the more stringent requirement when submitting their bids. Neither the Owner, Construction Manager nor 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 posted on the web sites 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 Town of Windsor reserves the right to negotiate with the lowest responsive and responsible Bidder to obtain a contract price with funds available to the Town whenever such low bid exceeds the Town's availability of funds for the work.

8. *AWARD OF CONTRACT*

The contract will be awarded, as soon as possible, to the bidder submitting the lowest 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 a 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. *COST BREAKDOWN*

The Contractor shall, before starting his work, submit to the Construction Manager a 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 electronic (e-mailed) request received from bidders prior to the time fixed for the bid opening. Electronic 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 11-54(i) 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. *PRE-BID CONFERENCE*

A NON-MANDATORY Pre-bid conference will be held at a date, time and place identified in the Invitation to Bid. It is a requirement for bidding that the bidders visit the site to confirm existing conditions, and acceptance of site conditions.

Attendance at the pre-bid conference is requested, not mandatory.

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Bid Form

To: Sandy Wanner, Interim Town Manager

Submitted By: _____
Date: April 22, 2020

Having carefully examined the drawings and specifications entitled “Windsor Public Works Building” dated February 20, 2020 and the site plans entitled “Site Plan for Town of Windsor Maintenance Building” dated August 3, 2016 as well as the geotechnical report, premises, and conditions affecting the work, the undersigned proposes to furnish all materials, labor, equipment, permits, design-build services, insurance and services, including applicable taxes, for a lump sum consideration of:

LUMP SUM BASE BID:

_____ Dollars

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

ADDENDUM # and DATE

CONTRACT BID ALLOWANCES:

The costs for the following contract Allowances ARE TO BE INCLUDED in the Contractor’s Total Lump Sum Base Bid stated above and may be deleted from the Total Lump Sum Base Bid amount for credit at the option of the Owner. See Summary of Work Section 1.4 “Allowances” for specific requirements:

The following Lump Sum Allowance has been established *for materials and installation* for this project. For bidding purposes, **include the total amount for all Allowances in the Lump Sum Base Bid amount above:**

- 1, Provide an 18-inch additional undercut and backfill with select fill beyond that shown on the drawings throughout the parking lot under all paved areas. \$ _____
2. Provide an additional-12 inches of undercut and backfill with select fill beyond that shown on the drawings under all gravel areas. \$ _____

3. Provide geotextile fabric Mirafi HP270 or equivalent under all paved and gravel areas.
\$ _____
5. Provide an additional-12 inches of undercut and select backfill across the building footprint beyond that shown on the drawings. \$ _____

TIME OF COMPLETION

Work shall commence immediately upon contract signing or upon Notice To Proceed. Owner anticipates Award of Contract/Notice to Proceed by June 1, 2020. All work shall be Substantially Complete and available for occupancy/use within Three Hundred (300) calendar days of contract signing or Notice to Proceed. Liquidated Damages in the amount of Two Hundred and Fifty Dollars (\$250.00) will be assessed for each calendar day the project remains incomplete.

BID SECURITY

If notified of the acceptance of this bid within sixty (60) 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 cashier's 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 22nd day of April 2020.

(Name of Firm)

(Mailing Address of Firm)

(City/State/Zip Code of Firm)

()

(Phone Number)

By _____

General Contractor Number

Agreement

TOWN OF WINDSOR

PROJECT NO: IFB #2020-02

Bid Package Windsor Public Works Building
Town of Windsor, Virginia

THIS AGREEMENT, made and entered into this ____st day of June, 2020 by and between the Town of Windsor Virginia, hereinafter called the Owner, and _____ hereinafter called the Contractor, whose address is _____

WITNESSETH:

WHEREAS, the Owner intends to have all of the work described as the Windsor Public Works Building, installed and constructed at 9 East Griffin Street, Windsor Virginia, 23487.

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 Invitation for Bids, Project Manual, Instructions to Bidders, Summary of Work and other Contract Documents entitled "Windsor Public Works Building" dated February 20, 2020, and the "Site Plan for Town of Windsor Maintenance Building" dated August 3, 2016, and the geotechnical report dated February 27, 2020 and Pre-Bid Addendums No _____. 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 Contract Documents are defined in the General Conditions and are incorporated here for reference.

ARTICLE 2. TIME OF COMPLETION

The Contractor shall commence the work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this agreement. The Contractor shall achieve Final Completion of the Project within Three Hundred (300) calendar days from the date of the Contract or NTP.

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 includes the cost of Bid Alternates noted in the attached Exhibit "A". 100% Performance Bond and a 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 date of Notice to Proceed, and only after complying with the General Conditions and completion of Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

Such evidence of labor performed, and materials furnished as the Owner may desire shall be supplied by the Contractor at time of request for Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site.

Retainage Reduction - Five percent (5%) of the earned amount shall be retained from each monthly payment until fifty percent (50%) of the dollar amount of the contract has been earned. During the last fifty percent (50%) of the contract, retainage may be reduced pursuant to applicable provisions of the General Conditions.

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 arrangements have been made for their 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

It is understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished unless a 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 notice from the Contractor that the work is complete and ready for inspection.

ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Should disputes arise respecting the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this contract, said dispute shall be brought to the attention of the Construction Manager who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Town Manager, Windsor. Any claims, disputes or other matters in questions between the parties to this Agreement shall not be subject to binding arbitration. The parties shall attempt to resolve any claims or disputes between the parties prior to commencing litigation. If the parties are unable to amicably resolve any claims or disputes, the claims, 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 Circuit Court of Isle of Wight County, Virginia, 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 or 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 judgement, 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 payments 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, the Town of Windsor and all institutions, agencies, departments, authorities and instrumentalities of the Town 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 Complete the work on or before the Final Completion Date referred to in Article 2 hereof, Contractor shall pay Owner the sum of \$250.00 for each consecutive calendar day that terms of the Contract remain unfulfilled.

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 Construction Manager and Owner certify that all items on the "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 14. 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 _____.

ARTICLE 15. GOVERNING LAW

This Contract shall be governed by the laws of the Commonwealth of Virginia. 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: TOWN OF WINDSOR

BY: _____
TITLE: _____

ATTEST

BY: _____

APPROVED AS TO FORM:
ATTORNEY

BY: _____

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENT, that _____ (CONTRACTOR)
hereinafter called CONTRACTOR has entered into a CONTRACT with
Town of Windsor, Virginia (OWNER)
hereinafter called the OWNER, dated _____, 2 for Project
Windsor Public Works Building, IFB No. 2020-02.

NOW, THEREFORE, in consideration of the award of said Contract to the Contractor, as well as other good and valuable considerations CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless Town of Windsor (OWNER) and James River Architects from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense

(a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by Owner, Architect or Engineer.

The obligations of the Contractor to Architect under this paragraph, shall not extend to the liability of the Architect, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving of or failure to give directions or instructions by Architect, his agents or employees provided that such giving or failure to give is the proximate cause of injury or damage.

In any and all claims against Owner or Architect, or any of their agents or employees by an employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any for whose acts any one or more of them may be liable, the indemnification's obligation of Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefits acts or any other employee benefit act of the Commonwealth of Virginia or any other State.

ATTEST:

CONTRACTOR:

BY: _____

BY: _____

DATE: _____

END OF SECTION

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Design-Build of Pre-Engineered Metal Building and foundations
 - 3. Type of the Contract.
 - 4. Work under other contracts.
 - 5. Use of premises.
 - 6. Work restrictions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: IFB# 2020-02 Windsor Public Works Building, 9 East Griffin Street, Windsor Virginia
- B. Owner: Town of Windsor, Virginia
 - 1. Owner's Representative: Sandy Wanner, Interim Town Manager, Town Administration Building 8 East Windsor Blvd, Windsor Va. 23487, or other such representative as may be designated by the Owner.
- C. Architect: James River Architects
- D. Civil Engineer: Hoggard-Eure
- E. Construction Manager: Brian Camden, Alpha Corporation.
 - 1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contracts for Construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.
- F. The Work consists of the following:

The contractor shall furnish all permits, labor, equipment, temporary utilities, temporary electrical, material and supervision necessary to complete all work indicated on the Contract Documents and Plans entitled; "Windsor Public Works Building" dated

February 20, 2020, the “Site Plan for Town of Windsor Maintenance Building” dated August 3, 2016, the Geotechnical Report by GET Solutions dated February 27, 2020, and all necessary design-build services needed for the pre-engineered metal building. The provisions of this Project Manual which also includes by reference AIA Document No. 201-2019 “General Conditions of Contract for Construction” and applicable Town of Windsor and Isle of Wight County Contract requirements. The contractor shall provide final design-build services for the pre-engineered metal building and its related foundations. The building layout and requirements are shown on the contract drawings. The contractor shall include any and all additional work necessary to insure permitting of the building, foundations, electrical, plumbing and mechanical systems.

G. The pre-engineered metal building and its structural support are to be design/build by the contractor. Use of Professional Seals on Bidding, Procurement, and Contract Documents: or the purposes of this paragraph, the term “Regulant” refers to the individual who signs and seals parts of the Contract Documents (e.g. the Drawings and Specifications). Certain information has been excerpted verbatim from a source or sources (e.g., UL Assemblies, SMACNA details, IBC code text) which was considered or used by Regulant in preparing parts of the Contract Documents, as follows:

1. The excerpted information was neither prepared under the direct control nor personal supervision nor created by the Regulant, as it was prepared by the source and owner of the excerpted information.
2. For purposes of bidding, procuring, and performance of the Work, and in any event of conflicts or ambiguities between the excerpted information in the Contract Documents and the requirements of applicable codes and standards, provide the better quality or greater quantity of Work which, at a minimum, complies with the requirements of the applicable codes and standards.
3. Advise Architect immediately upon becoming aware of requirements of the Work which are not consistent with the requirements of the excerpted information.
4. Attribution is acknowledged for information obtained and included herein verbatim from other source or sources.
5. Regulant has taken into consideration and used certain excerpted information from other sources which are applicable to the Contract Documents, and the Regulant indicates by its seal that it is assuming responsibility for its services in use and application of the excerpted information to the requirements of Work, but not for the excerpted information itself which was prepared by others. Regulant does not indicate by its seal that it is responsible for use or application of other information in such source or sources which was not included herein.

1.4 ALLOWANCES

ATTENTION CONTRACTORS: THE FOLLOWING ALLOWANCES ARE TO BE INCLUDED IN THE CONTRACTOR'S LUMP SUM BASE BID

- A. Selected materials, and their installation are specified in the Contract Documents by these Allowances. Allowances have been established due to poor soil conditions and the extent of the paved, gravel and building footprint areas are shown on the drawings. Additional requirements beyond these Allowances, if necessary, will be issued by Change Order. Requirements for credits and/or additions shall be established with the successful contractor if less or more undercuts are needed.
 - B. The following Lump Sum Allowance has been established *for excavation, removal and proper off-site disposal of unsuitable materials, and installation, compaction of suitable select materials* for this project. For bidding purposes, **include the total amount for all allowances in the Lump Sum Base Bid amount:**
 - 1, Provide an 18-inch additional undercut and backfill with select fill beyond that shown on the drawings throughout the parking lot in all paved areas.
 - 2. Provide an additional-12 inches of undercut and backfill with select fill beyond that shown on the drawings in all gravel areas.
 - 3. Provide geotextile fabric Mirafi HP270 or equivalent under all paved and gravel areas.
 - 4. Provide an additional-12 inches of undercut across the building footprint beyond that shown on the drawings and backfill with compacted select fill
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- C. The Owner reserves the right to have the Construction Manager and or Special Inspector direct the General Contractor as to the final extent of the undercuts noted above and to issue a change order for additional undercut, or credit change order for lesser undercut.
 - D. The General Contractor shall have overall responsibility for the work provided by Allowances and shall be responsible for all materials delivered to the job.

1.5 BID ALTERNATES

- A. Not used

1.6 UNIT PRICES

A. Not Used

2.1 TYPE OF CONTRACT

2.1.1 Project will be constructed under a single prime contract.

3.0 WORK UNDER OTHER CONTRACTS

4.0 USE OF PREMISES

General: Contractor shall have full use of the area required for the Building for construction operations during the construction period. Contractor's use of premises is limited by the Owner's right to perform work and to retain other contractors on portions of Project.

4.1.1 Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

4.1.2 The contractor shall be required to pay all costs associated with providing temporary electrical power into the site for construction purposes.

4.1.3 The contractor may install, at their sole option and costs, a temporary trailer at the site. Contractor to coordinate location with the Owner.

5.1 WORK RESTRICTIONS

5.1.1 On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.

PART 2 - PRODUCTS

Refer to Plans and Technical Specifications for Products to be used. The contract plans, specifications and documents are complimentary, what is meant in one shall also be provided in another. In the event of any inconsistency between the plans, specifications or scope of work, the Contractor shall provide the greater quantity of work or better-quality product.

PART 3 - EXECUTION

The contractor shall execute the work in coordination with the Town, the design team, the construction manager and other contractors.