



## COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201  
(703) 792-6770 Metro 631-1703 Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT  
Purchasing

DATE: April 5, 2011

INVITATION FOR BID: IFB110033

SUBJECT: Coating of Roof at the McCoart Building

### **PRE-BID CONFERENCE & SITE INSPECTON**

DATE: April 19, 2011  
TIME: 10:00 A.M.  
LOCATION: Powells Creek A Conference Room  
1 County Complex Court  
Prince William, Virginia 22192-9201

### **ADDITIONAL SITE INSPECTION**

DATE: April 21, 2011  
TIME: 10:00 A.M.

### **BID OPENING**

DATE: May 3, 2011  
TIME: 3:00 P.M. LOCAL TIME  
SUBMIT TO: PURCHASING MANAGER  
PRINCE WILLIAM COUNTY  
1 COUNTY COMPLEX COURT (MC460)  
PRINCE WILLIAM, VIRGINIA 22192-9201

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING IFB TO:

Shana N. Terry

(703) 792-7233

[Sterry2@pwcgov.org](mailto:Sterry2@pwcgov.org)

[www.pwcgov.org/eservices/eprocurement](http://www.pwcgov.org/eservices/eprocurement)

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## **SECTION I**

### **SPECIAL PROVISIONS**

#### **I.1 Scope**

Prince William County is soliciting bids for renewing previously installed polyurethane foam roofing system and recoating with BaySystems Coating. The supplies and/or services shall strictly conform to the specifications set forth in the Solicitation and any amendments thereto. The prices shall be in force for the period of the contract.

#### **I.2 Requesting Agency**

Public Works, Buildings and Grounds Division is the main requesting agency for this Solicitation. Other Prince William County agencies may utilize the awarded Contract(s) resulting from this Solicitation.

Public Works, Buildings and Grounds Division  
Donald H. Flory, Services Contract Administrator  
(703) 792-6386

#### **I.3 Pre-bid Conference and Site Inspection**

A non mandatory pre-bid conference will be held on April 19, 2011, at 10:00 a.m., at 1 County Complex Court, Prince William, Virginia 22192 in the Powell's Creek A Conference Room. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of the solicitation. Attendance is not mandatory but encouraged for all prospective bidders.

Following the pre-bid conference prospective bidders will be given an opportunity to inspect the work site. Bidders are strongly encouraged to make a site inspection to become completely familiar with the existing site conditions and other factors which may affect the work. No pleas of ignorance of conditions that may exist or hereafter exist as a result of the failure to make the necessary investigation shall excuse the bidder from performance in accordance with its bid submittal and the resulting contract. An additional site inspection will be held on April 21, 2011 at 10:00 a.m. Please contact Andy Negvesky at 703-792-7199 to confirm attendance and meeting location for the additional site inspection.

#### **I.4 Questions Concerning Solicitation**

Any questions pertaining to this solicitation shall be directed to:

Shana N. Terry, Contract Specialist II

Purchasing Division

1 County Complex

Prince William, VA 22192

Telephone No. 703-792-7233

Email: [sterry2@pwcgov.org](mailto:sterry2@pwcgov.org)

Questions relative to the Scope of Work or Specifications shall be requested on the Contract Specialist noted above in writing by April 26, 2011, 4:00 p.m. Questions received after the stated deadline will not be given any consideration. Questions submitted by prospective bidders and answers provided by the County will be forwarded to all prospective bidders of record who have received a copy of the solicitation. Any questions and answers that will result in a change to the solicitation will be expressed in the form of an addendum to the solicitation which will be posted at [www.pwcgov.org/eservices/eprocurement](http://www.pwcgov.org/eservices/eprocurement) no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

### **I.5 Contract Period**

The Contract Period shall be for sixty (60) days from Contract award date.

### **I.6 Performance Period**

The Contractor shall commence performance within ten (10) calendar days after receipt of a Notice to Proceed and shall complete the work within 60 days of Notice to Proceed.

Services shall be completed within sixty (60) calendar days after commencement.

Services shall be performed between 8:30 A.M. and 4:00 P.M., Monday through Friday, less established County holidays, unless otherwise approved by the County.

### **I.7 Inspection and Acceptance**

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have three (3) calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

### **I.8 Invoicing and Payments**

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order. The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address

Contract Number

Purchase Order Number

Task Order Number/Work Order Number, if applicable

Date Goods and/or Services were provided

Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

#### **I.9 Bid Security**

Bid Security, either Bid Bond, Certified Check or Bank Draft payable to Director of Finance, Prince William County, in the amount of five percent (5%) of the amount bid must accompany the Bid submission. Bid Security must be properly issued and executed by a Surety licensed in the State of Virginia and acceptable to the County. Cost of the Bid Security shall be included in the bid price. Any forfeiture of the Bid Security is limited to the face amount of the bond or the difference between the subject Bid and the next low Bid, whichever is less.

If a Bid Bond is the security chosen, the enclosed Bid Bond Form must be used by the Surety.

The Contractor shall require the Attorney-in-Fact who executes the required bond on behalf of the Surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

#### **I.10 Performance Bond and Labor & Materials Payment Bond**

Either Performance Bond and Labor & Materials Payment Bond, Certified Check, or Bank Draft, payable to Director of Finance, Prince William County, each in an amount equal to one hundred percent (100%) of the Contract Sum are required.

The Contractor shall deliver the required bonds to the County within ten (10) calendar days after Contract award.

The enclosed Performance Bond and Labor & Materials Payment Bond Forms must be used by the Surety Company.

The Contractor shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

Bonds shall be properly issued and executed by a Surety licensed in the State of Virginia and acceptable to the County. Cost of the bonds are the Contractor's responsibility. The Performance Bond shall remain in affect for one (1) year after Contract expiration date and final acceptance of services performed. The County reserves the right to reduce down the appropriate level as may be deemed necessary.

#### **I.11 Insurance**

Insurance is required as described in Section III. An Insurance Certificate must be submitted to the County for review and acceptance before any services are performed by the Contractor. The same Insurance requirements will apply to any subcontractor performing for the Contractor on County jobs.

#### **I.12 Brand Name or Equal**

One or more items called for by this solicitation have been identified in the Price Schedule by a brand-name-or-equal product description. Bids offering equal products will be considered for award if these products are clearly identified and are determined by the County to be equal in all material respects to the brand-name product referenced in the solicitation.

Unless the bidder clearly indicates in the bid that the bid is for an equal product, the bid will be considered as offering a brand-name product referenced in the solicitation.

If the bidder proposed to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished must be inserted in the space provided in the solicitation. The evaluation of bids and the determination as to equality of the product offered will be based on information furnished by the bidder or identified in the bid, as well as other information reasonably available to the Purchasing Manager. Accordingly, to ensure that sufficient information is available, the bidder must furnish as a part of the bid:

- a. All descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Purchasing Manager to establish exactly what the bidder proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or
- b. Specific references to information previously furnished or to information otherwise available to the Purchasing Manager to permit a determination as to the equality of the product offered.

If the bidder proposes to modify a product so as to make it conform to the requirements of the solicitations, the bidder must:

- a. Include in the bid a clear description of the proposed modifications; and
- b. Clearly mark any descriptive material to show the proposed modifications.

### **I.13 Equal Product Specifications**

The specifications detail the items or services for which bids are sought. Equal product substitution will be considered in the following circumstances:

1. The name of any brand, make, manufacturer, or a definite specification does not restrict bidders to the specific brand, make, manufacturer, or specification named, it is to set forth and convey to prospective bidders the general style, type, character and quality of the article desired; and
2. Wherever in specifications or contract documents a particular brand, make or material, device or equipment is shown or specified, such brand, make or material, device or equipment should be regarded merely as a standard. Any other brand, equal of the specified, considering quality, workmanship and economy of operation and suitable for the purpose intended, shall be considered responsive to the specifications.

Determinations as to the equality of product substitutions shall be made by the County whose decision shall be final.

### **I.14 Warranties**

The Contractor warrants that (1) goods provided to the County are fit and sufficient for the purpose intended; (2) goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) goods provided to the County conform to the County's specified requirements.

The finished roof application is warranted only in accordance with the express or written terms of the BaySystems Roof Coating Limited Warranty.

Manufacturer's standard product warranties shall also apply.

#### **I.15 Emergency Procurements**

In the event of a County emergency the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

#### **I.16 Hazardous Products**

Where applicable, the Contractor shall comply with all Virginia Occupational Safety and Health Administration Standards. Specifically, the Contractor shall ensure that all products provided to Prince William County are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as "hazardous" by the Virginia Occupational Safety and Health Administration.

#### **I.17 Americans with Disabilities Act Requirements**

Bidder agrees to comply with all regulations of the Americans with Disabilities Act (ADA).

Upon request, Prince William County will provide reasonable accommodations for persons with disabilities for County programs, services, and activities. The County will observe and implement all equal employment opportunity laws and regulations and will continue to make concerted efforts to assure its work environment is free of discrimination.

The ADA guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Prince William County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy.

## **SECTION II**

### **INSTRUCTIONS TO BIDDERS**

#### **GENERAL PROVISIONS**

##### **II.1 General**

Bids and contracts for Prince William County are governed by the Prince William County Purchasing Regulations, effective January 1, 1981, as amended. All bidders are referred to the specific provisions of those regulations for guidance in dealing with County solicitations. In the event of an inconsistency between the special provisions of this solicitation, the general provisions, contract, or other included document, or the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- (1) the Purchasing Regulations
- (2) the Specifications
- (3) the Contract
- (4) the Special Provisions
- (5) the General Provisions and Definitions

The following general information is provided all bidders to facilitate the preparation of suitable bids for the goods or services identified in this Invitation, and the requirements set forth shall be binding on all bidders.

Bids must be based on the entire bid set and nothing else, and bidders are expected to take into consideration that the bid set, including any contract which is a part of the Invitation, will constitute the terms of the bargain between the County and the successful bidder. Where a contract is provided, it is intended that it shall incorporate the terms and conditions of the bid, rendering further reference to the bid set unnecessary.

The County is not at liberty to change the terms of the bargain after the opening of bids. Where questions and discussions prior to bid opening disclose a need for additional information or amendments, appropriate addenda to the Invitation will be prepared and distributed so that all bidders will be offering price quotes based on the same information and specifications.

The Purchasing Manager may extend the date and time for opening of bids if she believes it is necessary.

##### **II.2 Vendor Registration**

Before submitting a response to this solicitation, an offeror must be a registered Prince William County vendor. Vendors are encouraged to register themselves over the Internet at [www.pwcgov.org/eservices/eprocurement](http://www.pwcgov.org/eservices/eprocurement)

If Internet access is not available, or problems are experienced during registration, contact the Purchasing Office shown on the front page of the Solicitation.

## **II.3 Bid Submission**

The Bidder shall submit to the County one (1) original and two (2) copies of the bid prior to the bid due date and time.

As a minimum the following items must be included in the Bid Submittal:

IFB Submission Form  
Specifications and/or Scope of Work  
Pricing Schedule  
Bidder's Qualifications and References

and, if required but not limited to,

Insurance Certificate  
Bonds  
Certificates, Permits, and Licenses  
Samples, Plans, and Drawings  
Technical Literature, Catalogs, Price Sheets  
Material Safety Data Sheets  
Warranty Information

All information required by the Solicitation must be provided in order for the bid to be considered complete. Inadequate information may result in disqualification of the bid.

Any modifications not expressly provided for in the Solicitation may require rejection of the bid.

The bid must be signed and dated by an authorized person of the firm or corporation to bind the Bidder to a Contract with the County. The Purchasing Manager may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Contractor's behalf. If it later appears that the signatory was not authorized to act, whether such proof of agency has been demanded or not, the County may declare the Contract void if it is in its best interest to do so. In addition, resulting Contracts must be signed and dated by the Contractor and all other required parties.

Bids shall be submitted in any sealed package that clearly identifies the Solicitation name and number, bidder's name and address, and the bid due date and time.

The bid package shall clearly state "Bid Package is not to be opened until the bid due date and time."

The Bidder assumes the risk that a bid not properly marked may be mistakenly opened, and thus may be rendered ineligible for consideration. The Purchasing Manager or designated representative(s) shall not be responsible for the premature opening of a bid not properly identified as specified herein.

Bids must be submitted to and time stamped by the County Purchasing Office prior to the bid due date and time.

Bids received in the Purchasing Office after the prescribed due date and time shall not be considered for Contract award and shall be returned unopened to the Bidder.

If a prospective Bidder is unable to submit a bid in response to this Solicitation, the Bidder may submit a letter as to why the Bidder is unable or unwilling to submit a bid. The County is interested in learning if there are any problems with the

Solicitation process that may discourage responses. Because of the large number of firms listed on the County's registered bidders list, the County may delete the names of those persons, firms or corporations who fail to respond to the County's Solicitations after having been invited to submit a bid on three successive Solicitations.

Bids shall be publicly opened, announced, and witnessed at the designated location on the due date and time fixed for the bid opening. Bidders are encouraged to attend bid openings and to offer constructive suggestions for improvements to the Solicitation process.

#### **II.4 Bid Evaluation**

As allowed by the County's Purchasing Regulations, the following provisions apply:

Bids shall be evaluated on the basis of the requirements set forth in the Solicitation and the County's Purchasing Regulations where applicable. Award(s) shall be made to the lowest responsive and responsible bidder.

The Purchasing Manager is authorized to waive any irregularity or informality in any bid; provided however, that a bid or amendments thereto which are received after the time specified for the opening of bids will be neither opened nor considered.

Withdrawal of bids is strictly governed by the County's Purchasing Regulations. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

When only one responsive and responsible bid is received, the Solicitation may be canceled and items rebid, unless the Director of Finance determines that the bid is reasonable and in the best interests of the County.

The Director of Finance may cancel the Solicitation if it is in the best interest of the County to do so.

#### **II.5 Bid Prices and Acceptance**

Bid prices unless otherwise specified, must be net, including but not limited to transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for prompt payment that may be offered by the Bidder.

Prompt payment discounts offered in bids will not be considered in determining contract award.

Bid prices, should they be accepted and a Contract awarded, shall remain firm for the period of the Contract unless otherwise agreed to by both parties.

Bidder warrants by virtue of bidding that prices, terms and conditions reflected in its bid submittal shall be firm for acceptance for a period of ninety (90) days from bid opening due date, unless otherwise stated in its bid submittal.

#### **II.6 Competency of Bidder**

No bids will be accepted from or award made to any person, firm, or corporation that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the bidder must provide evidence to the contrary within forty-eight (48) hours upon request.

Person, firm, or corporation, shall submit a bid which conforms in all material respects to the Solicitation.

Person, firm, or corporation, shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County.

Person, firm, or corporation, shall have the ability to comply with the required delivery period and/or performance period taking into consideration other business commitments.

## **II.7 Placement of Orders**

A County Purchase Order, which may be accompanied by a Task Order or a Work Order, shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated.

## **II.8 Contractor's Contract Representative**

In the event a Contract is executed as a result of this Solicitation, the Contractor shall designate in writing its Contract Representative who shall be responsible for insuring that the goods and/or services required by the County are provided in accordance with the County's Contract.

## **II.9 Subcontractors**

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

## **II.10 Contract Type and Award**

The County intends to award a firm fixed type Contract(s). The County may award all or part of the Solicitation to any bidder whose bid is the lowest responsible and responsive bid. The County has the option to make multiple awards or primary and secondary awards. The County has the option to make awards by line item, by group, or by overall low bid. The County furthermore reserves the right to delete Solicitation item(s) from award consideration if it is in the County's best interest.

## **II.11 Standard Contract for Supplies and/or Services**

Prince William County expects to enter into its "Standard Contract for Supplies and/or Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of its bid submittal acceptance. Failure to accept these clauses shall disqualify the bidder from further consideration.

The County will consider amendments proposed by Bidders, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Supplies and/or Services" are to be highlighted and submitted as part of the offeror's bid submittal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

## **II.12 Non-Discrimination Against Faith-Based Organizations**

Prince William County Government does not discriminate against faith-based organizations in procuring goods and services.

### **II.13 Immigration Reform and Control Act of 1986**

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

### **II.14 Law Compliance**

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

### **II.15 Tax Exemption**

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidder's list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

### **II.16 Bidder's Agreements**

Bidder's agreements including but not limited to: licenses, service and maintenance agreements, contract agreements/addendums, required to be signed by the County as part of a contract shall be submitted by the Bidder as attachments to the Bidder's initial bid. Review and negotiation by the County of terms contained in these documents shall be a condition of contract award.

### **II.17 Posting of Award**

Notice of Contract award(s) made as a result of this Solicitation will be posted on the Prince William County Web Page at [www.pwcgov.org/eservices/eprocurement](http://www.pwcgov.org/eservices/eprocurement).

**SECTION III**

**FORMS**

**IFB SUBMISSION FORM FOR NUMBER IFB110033 Coating of Roof at the McCoart Building****SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Address \_\_\_\_\_ Title \_\_\_\_\_  
 \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Remittance Address \_\_\_\_\_ FAX No. \_\_\_\_\_  
 \_\_\_\_\_ EMail \_\_\_\_\_

Indicate Which: Corporation \_\_\_\_\_ \*Minority Owned/Controlled  
 Partnership \_\_\_\_\_ Business Yes \_\_\_ No \_\_\_  
 Sole Prop. \_\_\_\_\_ Small Business Yes \_\_\_ No \_\_\_

Organized under the laws of the State of \_\_\_\_\_

Principal place of business at \_\_\_\_\_

\*Minorities are defined as Blacks, Hispanics, Asians or Pacific Islanders, American Indians, Alaskan Natives, and Women.

Following are the names and address of all persons having an ownership interest of 5% or more in the Company: (Attach more sheets if needed)

Name

Address

\_\_\_\_\_  
 \_\_\_\_\_

**SECTION II - CONFLICTS OF INTEREST**

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The Bidder ( ) is ( ) is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION III - COLLUSION**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

***By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.***

Authorized  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION**

### **III.1 Specifications/Scope of Work**

#### **SPRAY POLYURETHANE FOAM AND SILICONE ROOFING RECOAT SYSTEM**

Prince William County is soliciting bids for renewing previously installed polyurethane foam roofing system and recoating with BaySystems Coating. Roofs with the following three coating coverage's are eligible. Any others must be approved individually by a representative of BaySystems.

1. SCM 3400 Series Silicone Roof Coating
2. Other Silicone Roof Coatings
3. Other Elastomeric Coatings - Acrylics and Approved Polyurethane Coatings

Regardless of the type of coating used, a representative from BaySystems shall review each application and have the right to approve or reject any application. To be eligible for a BaySystems System and/or Coating Limited Warranty, the roof must meet the requirements in the "LIMITATIONS" section of this guide specification. Prince William County requires the BaySystems Full System Limited Warranty for this project.

#### **LOCATION OF THE WORK**

The project is for the McCoart Building, 1 County Complex Court, Prince William Virginia 22192. The building is a two story structure of approximately 73,540 sq ft. A portion of the building roof is standing seam metal and is not part of this project. Bidders must make their own measurements to verify the size of the roof that is to receive the BaySystems coating.

#### **PERMITS & LICENSES**

The contractor shall obtain all necessary permits & licenses and be responsible for compliance with the regulations contained therein.

#### **TIME OF PERFORMANCE**

The contractor shall begin work within 10 days of Notice to Proceed and shall complete the work within 60 days of Notice to Proceed.

#### **OWNER'S RESPONSIBILITIES**

1. Provide 220/100-volt single phase, 100/20 amp electricity for each foam unit.
2. Provide ample water supply for cleaning. (approx. 3 gallons per minute for powerwash equipment)
3. Provide suitable storage and staging areas.
4. Provide open access.
5. Air handling units and intakes to be turned off for roofing application process.
6. Move or cover all vehicles and personal property within the area of potential overspray prior to roofing application. The applicator shall mark the potential overspray area and alter it daily to accommodate changing weather conditions.

## PRODUCTS

### SILICONE COATING:

The silicone coating shall consist of one or two coats of a single-component moisture cured liquid-applied material, which will cure to a silicone rubber membrane. If two coats, they should be of contrasting color, both coats having the same properties.

Base coat: SCM 3408 silicone coating (dark gray)

Top coat: SCM 3404 silicone coating (light gray)

If one coat, SCM 3404, SCM 3405 or SCM 3402, or SCM 3408 single component silicone coating may be used.

Refer to the Silicone Coating Properties Table on the following page.

### SILICONE COATING PROPERTIES TABLE

The uncured silicone materials have the following properties:

| PROPERTY                    | VALUE       | TEST METHOD     |
|-----------------------------|-------------|-----------------|
| Solids Content, % by Volume | 64-68       | ASTM D-2697     |
| Solids Content, % by Weight | 78-82       | ASTM D-2697     |
| Flash Point, F°             | 100 Minimum | Tagg closed cup |

The cured silicone membrane shall have the following properties:

| PROPERTY                                                   | VALUE                   | TEST METHOD |
|------------------------------------------------------------|-------------------------|-------------|
| Tensile Strength, psi                                      | 200                     | ASTM D-412  |
| Elongation, %                                              | 400                     | ASTM D-412  |
| Permanent Set, %                                           | 1.0                     | ASTM D-412  |
| Heating Aging after 26 weeks<br>At 180 F Percent change in | None, within test error | ASTM D-412  |
| Tensile Strength<br>- Percent change in                    | None, within test error | ASTM D-412  |
| Elongation                                                 |                         |             |

|                                             |                                   |                                                  |
|---------------------------------------------|-----------------------------------|--------------------------------------------------|
| - Percent change in Permanent Set           | None, within test error           | ASTM D-412                                       |
| Ultraviolet Exposure: 4000 hours            | No cracking, chalking or pinholes | ASTM 526-70<br>75 C (167 F)<br>Black panel temp. |
| Water absorption: 168 hours, 75 F, Weight % | 0.5 Maximum                       | ASTM D-570                                       |

**SILICONE SEALANT:**

If silicone sealants or caulking are required for detail work or to seal the surface after samples are taken, one of the following GE Sealants & Adhesives sealants must be used:

|                                    |                    |
|------------------------------------|--------------------|
| SILPRUF SEALANT                    | SCS2008 or SCS2009 |
| CONSTRUCTION 1200 SILICONE SEALANT | SCS1208 or SCS1209 |

**POLYURETHANE FOAM:**

Polyurethane foam may be required to replace a portion of the previously applied polyurethane foam, for example if the existing foam is found to be wet. The type of replacement foam shall be determined by the application and service conditions, in accordance with the recommendation of the polyurethane foam supplier. The installation to be applied should be a two-component system made by BaySystems and combining an isocyanate component (Component A) and a polyol component (Component B). The cured sprayed-in-place polyurethane foam shall have the following properties:

***POLYURETHANE FOAM PROPERTIES TABLE***

The cured polyurethane foam shall have the following properties:

| PROPERTY                                                                    | VALUE                 | TEST METHOD               |
|-----------------------------------------------------------------------------|-----------------------|---------------------------|
| <b><u>Density, lbs/cu.ft.</u></b>                                           | <b><u>2.8-3.2</u></b> | <b><u>ASTM D-1622</u></b> |
| <b>Compressive Strength</b><br>PSI (parallel) to rise                       | <b>40 Minimum</b>     | <b>ASTM D-1621</b>        |
| <b>Closed Cell Content, %</b>                                               | <b>90 Minimum</b>     | <b>ASTM D-2856</b>        |
| <b>Thermal Conductivity</b><br>BTU's/in per sq.ft.<br>Per F per inch (aged) | <b>0.16 Maximum</b>   | <b>ASTM C-177</b>         |
| <b><u>"K" Factor</u></b>                                                    |                       |                           |
| R Factor (aged) 1/K                                                         | 6.25 Minimum          | ASTM C-177                |

|                       |             |             |
|-----------------------|-------------|-------------|
| Dimensional Stability | 12% Maximum | ASTM D-2126 |
| 28 days at 158 F      |             |             |
| 90% RH, % Vol. Change |             |             |

**GRANULES:**

The use of granules is required for all applications, with the exception of a “10-year coating only” renewed roof.

Granules are applied to the wet (uncured) silicone topcoat immediately after application of the topcoat.

The approved granules are a low dust roofing granules as supplied by Specified Equipment Systems, Co., “SESCO GRANULES” or approved equal.

**SILICONE CURING AGENT:**

Refer to “APPLICATION” section.

**WARRANTY TYPES AVAILABLE**

|                      |                                                     |
|----------------------|-----------------------------------------------------|
| 10-Year Coating Only | Use the Roof Coating Renewable Warranty Application |
| 10-Year Full System  | Use the Roof System Warranty Application            |

**PRE-JOB REQUIREMENTS AND APPROVAL**

The form “POTENTIAL CANDIDATE FOR WARRANTY” must be submitted to the Warranty Department prior to job start-up. A Pre-job Inspection should be performed by the applicator, to determine all deviations, paying particular attention to areas of wet foam, if any.

**BAYSYSTEMS REQUIRES THAT AN INFRARED MOISTURE SURVEY BE PERFORMED ON ALL ROOFS FOR RENEWABLE SYSTEM WARRANTY, WHICH IS AT THE OWNER OR APPLICATOR’S COST. THE COST MAY BE PAID BY THE OWNER OR APPLICATOR THROUGH A SET UPWARD ADJUSTMENT IN THE WARRANTY FEE.**

IT IS THE APPLICATOR’S RESPONSIBILITY TO CORRECT ALL DEVIATIONS. ANY DEVIATIONS FOUND DURING THE INITIAL INSPECTION MUST BE CORRECTED PRIOR TO WARRANTY ISSUANCE, AT THE APPLICATOR’S COST.

BAYSYSTEMS RETAINS THE RIGHT TO PERFORM A POST-JOB MOISTURE SURVEY. IF WET FOAM IS FOUND, THE APPLICATOR IS RESPONSIBILITY TO REMOVE AND REPLACE, PRIOR TO WARRANTY ISSUANCE.

NO RENEWAL/RECOAT APPLICATIONS ARE TO BE STARTED BY THE QA WITHOUT BAYSYSTEMS ROOFING SYSTEMS’ APPROVAL.

**APPLICATION**

**General:** The application shall consist of the following, at minimum:

- a) Existing roof shall be repaired as necessary to provide a sound, dry substrate for the recoat.
- b) Existing roof surface shall be cleaned.
- c) Silicone base coat shall be applied.
- d) Silicone top coat shall be applied.

**Applicator:** The application of the BaySystems Polyurethane Foam Roofing System renew/recoat must be performed by an approved BaySystems Qualified Applicator.

The specific procedures are detailed in this section.

**Repair of Existing Roof:** The Qualified Applicator shall repair all deviations that are found prior to job start-up. These repairs shall include, but are not to be limited to, the following:

- Removal and replacement of any wet foam.
- Removal and replacement of any blistered areas, areas showing poor adhesion, or any individual blisters.
- Repair of any cracks.
- Repair of any pinholes.
- Repair of any splits or mechanical damage.
- Repair of pitted foam (may be a result of thin coating and exposed foam).

Repairs which require the application of foam shall be made following the requirements of Suggested Specification for New or Retrofit Roofing, GE #CDS-4549.

**Cleaning of Existing Roof:** Clean entire roof area of all dust, oil film or other contaminants using a solution of trisodium phosphate based detergent such as SPIC & SPAN™ or trisodium phosphate in water (1/2 cup per gallon). Use a soft brush or broom to loosen dirt or oil film. Follow with a rinse with clear water. Allow to dry thoroughly before recoating. If less extensive cleaning is necessary, clean using a high-pressure water wash. Allow to dry thoroughly before recoating.

**ALL LOOSE COATING, CHALKING, DUST OR OTHER CONTAMINANTS MUST BE REMOVED.**

**Test for Proper Adhesion:** The Qualified Applicator should evaluate the adhesion of the silicone to the prepared existing coated surface by preparing test patches with and without primer. To test apply the coating, allow time to cure, secure slits and then check for adhesion. The Qualified Applicator shall be responsible for the adhesion of the new coating to the existing coating.

SCM 3408 base coat typically does not require a primer, however with some applications a primer may be recommended. Contact the polyurethane foam supplier for recommendations.

The quantity of coating needed to achieve the required average and minimum dry mil thickness will vary with the foam texture of the underlying foam surface. For example, Verge of Popcorn foam requires more coating than Smooth or Orange Peel foam.

Both the thickness of the newly applied coating and the total coating thickness will be measured and recorded by the approved testing laboratory. The total coating thickness of the finished recoating application must meet the following requirements:

**TOTAL DRY MIL THICKNESS REQUIREMENTS FOR RENEWABLE WARRANTY**

|                      | <u>10-Yr Ctg*</u> | <u>10-Yr System</u> |
|----------------------|-------------------|---------------------|
| Silicone Coating     | 12 new; 20 total  | 15 new; 20 total    |
| Over Silicone        |                   |                     |
| Non-Silicone Coating | 12 new; 24 total  | 15 new; 24 total    |

\*10-Year Coating Renew/Recoat is available without granules, with 15 mils new coating.

Minimums shown apply to application to areas of coating that is in good condition without pinholes and with little or no deterioration. The areas where pinholes or pitted areas are present or deterioration is significant must be repaired prior to recoating. Depending on the repair, it may be necessary to use additional coating in these areas.

The coating thickness for all repaired areas (new foam applied) must meet the minimum requirements for a new warranty.

The base coat must be cured prior to adding silicone topcoat. The SCM 3408 Silicone Coating base coat should cure within two hours.

**Application of Silicone Top Coat:** For spray application, usage rates will vary with the quality of the foam surface, and are the same as shown under “**Application of Silicone Base Coat**”.

Topcoat shall be applied between one hour and 48 hours after application of the base coat. The base coat must be cured and free of dirt, dust, water or contaminants prior to application of the topcoat. The timeframe for one part is between two hours and 48 hours.

The cured dry film thickness of the finished application may be checked by taking slit samples and examining under magnification. The minimum dry mil thickness of the two coats should meet the requirements shown in the preceding table. Any small areas on an otherwise acceptable roof that are found to have coating less than the minimum shown in the table will require the application of additional coating.

**Application of Granules:** Granules are applied by sand blaster at low pressure operated on air supplied by a compressor. With a compressor rated at 100 cfm @ 100 psi, the spray tank and the airless spray unit can be operated simultaneously.

Granules must be applied within five minutes of the application of the Silicone Coating topcoat. The granule tank should be set up, charged and checked for proper operation before starting the application of the topcoat.

Begin to apply topcoat at normal application rate to an area no wider than ten feet. It is important to apply the coating at uniform thickness so that granules will adhere at a uniform rate. Topcoat application rate shall be as uniform thickness is required.

Begin granule application after a strip no more than ten feet long has been coated with topcoat. Apply granules using a back and forth motion, keeping nozzle approximately 3’ to 4’ from surface and with granule stream as near to perpendicular to surface as possible. Apply additional granules using an up and down motion until the area is uniformly coated with granules.

A slight excess of granules should be used. The recommended granule application rate is 50 lbs. per 100 square feet. Whenever the coating operation is stopped, the granule application should continue so that all coated areas are coated with granules except for a 6” to 12” strip. The granules should be applied to all areas within five minutes of application of the topcoat, with the exception of the 6” to 12” strips. On the next pass or when resuming coating after a shutdown, a normal application of fresh coating shall be applied to the ungranulated edge left from the previous application.

## LIMITATIONS

1. Systems Warranty Administration will review all potential applications. Only those applications approved by BaySystems prior to the start of the application shall be candidates for a warranty.
2. The repair history and data on all previous inspections shall be considered by BaySystems in determining if the roof is acceptable for renewing/recoating and obtaining a warranty.

3. Only approved substrates are eligible for a renewable warranty.
4. The renewed roof may be inspected by the BaySystems representative or an independent inspection firm, and any deviations from specifications will require repair.
5. An infrared moisture survey is required on all system renewables.

## **SAFETY**

See SPI Bulletin U-119, "Guide for the Safe Handling and Use of Polyurethane and Polyanurate Foam Systems".

1. Foam components are toxic.
2. Silicone roofing materials contain corrosive silicone components. They may cause skin irritation, eye burns and respiratory irritation and are harmful if swallowed. They may cause irritation of the mouth, throat and stomach. Protective clothing, goggles and a respirator are required.
3. Silicone coating, curing agents and primer contain flammable solvents, as well as uncoated foam present a distinct fire hazard and must be protected from all sources of heat, sparks and flame.

Refer to Material Safety Data Sheets (MSDS) for additional safety information. Material Safety Data Sheets are available upon request from the BaySystems. Similar information for solvents and other chemicals used with GE products may be obtained from your suppliers.

DO NOT PERMIT SMOKING or use of cutting torches and welding equipment near uncoated foam or freshly coated foam, or near the spray operation.

## **WARRANTY**

The finished roof application is warranted only in accordance with the express or written terms of the BaySystems Roof Coating Limited Warranty.

## **OWNER'S RESPONSIBILITIES**

1. Obtain all necessary permits and licenses.
2. Provide 220/100-volt single phase, 100/20 amp electricity for each foam unit.
3. Provide ample water supply for cleaning. (approx. 3 gallons per minute for powerwash equipment)
4. Provide suitable storage and staging areas.
5. Provide open access.
6. Air handling units and intakes to be turned off for roofing application process.
7. Move or cover all vehicles and personal property within the area of potential overspray prior to roofing application.

### III.2 Pricing Schedule

Project: **IFB110033 COATING OF ROOF AT THE MCCOART BUILDING**

Bid of \_\_\_\_\_

Having examined the technical specifications with related documents and the site of the bid work, and being familiar with all of the conditions surrounding the work included in the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to execute the work in accordance with the Contract Documents within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### **BID:**

Bidder agrees to perform all of the work described in the bid package related to the:

**COATING OF ROOF AT THE MCCOART BUILDING**

for the Lump Sum of:

\_\_\_\_\_ \$  
(AMOUNT MUST BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above bid price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

\_\_\_\_\_  
 (SIGNATURE)

\_\_\_\_\_  
 (TITLE)

### III.3 Qualifications and References

1. Business Street Address: \_\_\_\_\_
2. Type of work performed by this company: \_\_\_\_\_
3. Number of years this company has been in business: \_\_\_\_\_
4. Number of employees: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_
5. Business License: Type \_\_\_\_\_ Issued \_\_\_\_\_
6. Contractor's License: Type \_\_\_\_\_ Class \_\_\_\_\_  
 Issued \_\_\_\_\_ Expires \_\_\_\_\_
7. Attach a list of equipment which will be used for this project.  
 (Specify: Type, Age/Hours, Owned/Rented)
8. List degrees, certifications, and training, of key personnel within your company applicable to this Solicitation:
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
9. List at least three (3) State, County, Federal Agencies and/or commercial references with whom the company has had contracts with in the past year, equal in size and scope as this Solicitation. Include contacts and telephone numbers.
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
10. Has the company ever defaulted or failed to complete any contract: No / Yes, Explain below  
 \_\_\_\_\_

### III.4 Insurance

The successful Offeror will be required to provide evidence of the minimum coverages described within the enclosed "Insurance Checklist". No contract shall be finalized and no work shall commence until the County's insurance requirements are met.

Each Offeror shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist" at the end of this section of the Solicitation. Technical proposals must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":

a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.

c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

5. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.

6. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the County on demand.

7. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the County Purchasing Manager.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
10. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
15. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
16. The County shall be named additional insured in the General Liability policies and stated so on the Certificate.

**PRINCE WILLIAM COUNTY, VIRGINIA****Insurance Checklist**

Coverage types marked "X" must be provided if award is made to your firm.

| COVERAGE |     | REQUIRED                                                                                                                                       | LIMITS (FIGURE DENOTES MINIMUM)                |
|----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Yes      | No* |                                                                                                                                                |                                                |
| —        | —   | X 1. Workers' Compensation and Employers' Liability;                                                                                           | 1. Statutory Limits of the Commonwealth of VA: |
| —        | —   | X Admitted in Virginia                                                                                                                         | Yes                                            |
| —        | —   | X Employers' Liability                                                                                                                         | \$1,000,000.00                                 |
| —        | —   | X All States Endorsement                                                                                                                       | Statutory                                      |
| —        | —   | X USL&H Endorsement                                                                                                                            | Statutory                                      |
| —        | —   | X Voluntary Compensation                                                                                                                       | Statutory                                      |
| —        | —   | X 2. General Liability                                                                                                                         | 2. \$1,000,000.00 Combined                     |
| —        | —   | X Products                                                                                                                                     | Single Limit Bodily                            |
| —        | —   | X Completed Operations                                                                                                                         | Injury and Property                            |
| —        | —   | X Contractual Liability                                                                                                                        | Damage Each Occurrence                         |
| —        | —   | X Personal Injury                                                                                                                              |                                                |
| —        | —   | X Independent Contractors                                                                                                                      |                                                |
| —        | —   | X XCU Prop. Damage Excl                                                                                                                        |                                                |
| —        | —   | X 3. Automobile Liability                                                                                                                      | 3. \$1,000,000.00 Combined                     |
| —        | —   | X Owned, Hired, & Non-Owned                                                                                                                    | Single Limit Bodily                            |
| —        | —   | X Motor Carrier Act End.                                                                                                                       | Injury and Property                            |
|          |     |                                                                                                                                                | Damage Each Occurrence                         |
| —        | —   | 4. Prof. Errors and Omissions                                                                                                                  | 4 \$1,000,000.00 Limit Each Occurrence         |
| —        | —   | 5. Garage Liability                                                                                                                            |                                                |
| —        | —   | 6. Garagekeepers' Legal Liability                                                                                                              |                                                |
| —        | —   | 7. Fire Legal Liability                                                                                                                        |                                                |
| —        | —   | 8. Other Insurance:                                                                                                                            |                                                |
| —        | —   | X 9. County named as additional insured on General Liability Policies (This coverage is primary to all other coverages the County may possess) |                                                |
| —        | —   | X 10. 30 day cancellation notice required.                                                                                                     |                                                |
| —        | —   | X 11. Best's Guide Rating - A:VI or Better, or Equivalent                                                                                      |                                                |
| —        | —   | X 12. The Certificate must state Bid/RFP No. and Bid/RFP Title                                                                                 |                                                |
| —        | —   | 13. Umbrella Liability                                                                                                                         |                                                |

**Prince William County Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned:

\_\_\_\_\_ as Principal and  
 \_\_\_\_\_ as Surety, are hereby held and  
 firmly bound unto Prince William Board of County Supervisors (OWNER) in the penal sum of (5% total amount of Bid)  
 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
 assigns. Signed, this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. Bond No. \_\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to Prince William Board of County Supervisors a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for:

**NOW THEREFORE;** (a.) If said BID shall be rejected, or; (b.) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.) \_\_\_\_\_  
 Principal Surety

\_\_\_\_\_ By: \_\_\_\_\_

**IMPORTANT:** Surety companies executing bonds must be licensed to do business in the Commonwealth of Virginia. The Surety Corporation providing the bond for this project shall obtain a written release from the Prince William County prior to releasing bond before the expiration date. Surety shall provide the Owner with written consent of the Surety to the Final Payment by the Owner. The Surety must have AM Best Rating of A or better.

BB- PAGE 1 OF 1  
 SEAL)

(AFFIX

**ATTACHMENT A**

**S-A-M-P-L-E**

**STANDARD CONTRACT FOR SUPPLIES AND/OR SERVICES**

CONTRACT:

SUBJECT: Coating of Roof at the McCoart Building

Between:

PRINCE WILLIAM COUNTY  
1 COUNTY COMPLEX COURT (MC460)  
PRINCE WILLIAM, VA 22182-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified herein for supplies and/or services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

Attachment A, Section I

Contract No. (I\$CONTRACT-NO)

## SECTION I

### SPECIAL PROVISIONS

#### I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Requesting Agency" for the purpose of this Contract shall mean Public Works, Buildings and Grounds Division.

"Contract Administrator" assigned to administer this Contract for the County is \_\_\_\_\_,

"Contractor" shall mean:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

whose authorized representative is \_\_\_\_\_, \_\_\_\_\_, who is responsible for the performance obligation of the Contractor under this Contract.

#### I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated \_\_\_\_\_.
2. County's Solicitation number IFB110033 entitled Coating of Roof at the McCoart Building and dated April 5, 2011.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: (I\$AUTHORATIVE-DOC). This Contract shall take precedence over all the documents referenced above.

#### I.3 Contract Period

The Contract Period shall be for sixty (60) days from Contract award date.

**I.4 Provision of Supplies and/or Services**

The Contractor hereby agrees to provide the Coating of Roof at the McCoart Building supplies and/or services to the County as described and further outlined herein. This Contract shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

**I.5 Contract Amount**

In return for the supplies and/or services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor in accordance with the Contract Pricing Schedule.

**I.6 Placement of Orders**

A County Purchase Order which may be accompanied by a Task Order or a Work Order shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Contract Pricing Schedule.

**I.7 Emergency Procurements**

In the event of a County emergency the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

**I.8 Subcontractors**

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

**I.9 Performance Period**

The Contractor shall commence performance within ten (10) calendar days after receipt of a County Purchase Order.

Services shall be completed within sixty (60) calendar days after commencement.

Services shall be performed between 8:30 A.M. and 4:00 P.M., Monday through Friday, less established County holidays, unless otherwise approved by the County.

**I.10 Time of the Essence and Completion**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

**I.11 Insurance**

The Contractor shall maintain insurance in an amount and form as set forth in IFB110033.

## **I.12 Invoicing and Payments**

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address

Contract Number

Purchase Order Number

Task Order Number/Work Order Number, if applicable

Date Goods and/or Services were provided

Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

## **I.13 Inspection and Acceptance**

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have three (3) calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

#### **I.14 Warranties**

The Contractor warrants that (1) goods provided to the County are fit and sufficient for the purpose intended; (2) goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) goods provided to the County conform to the County's specified requirements.

The finished roof application is warranted only in accordance with the express or written terms of the BaySystems Roof Coating Limited Warranty. Manufacturer's standard product warranties shall also apply.

#### **I.15 Hazardous Products**

Where applicable, the Contractor shall comply with all Virginia Occupational Safety and Health Administration Standards. Specifically, the Contractor shall ensure that all products provided to Prince William County are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as "hazardous" by the Virginia Occupational Safety and Health Administration.

#### **I.16 Law Compliance**

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

#### **I.17 Tax Exemption**

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidder's list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

#### **I.18 Performance Bond and Labor & Materials Payment Bond**

Either Performance Bond and Labor & Materials Payment Bond, Certified Check, or Bank Draft, payable to Director of Finance, Prince William County, each in an amount equal to one hundred percent (100%) of the Contract Sum are required.

The Contractor shall deliver the required bonds to the County within ten (10) calendar days after Contract award. The enclosed Performance Bond and Labor & Materials Payment Bond Forms must be used by the Surety Company.

The Contractor shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

Bonds shall be properly issued and executed by a Surety licensed in the State of Virginia and acceptable to the County. Cost of the bonds are the Contractor's responsibility. The Performance Bond shall remain in affect for one (1) year after Contract expiration date and final acceptance of services performed. The County reserves the right to reduce down the appropriate level as may be deemed necessary.

**SECTION II****GENERAL PROVISIONS****II.1 Assignability of Contract**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

**II.2 Modifications or Changes to the Contract**

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

**II.3 Employment Discrimination for Contracts Over \$10,000**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. 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.

c. 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.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

#### **II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, 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 this Contract.

#### **II.5 Claims/Disputes**

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall

consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

## **II.6 Termination for Convenience of the County**

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - a. Cost of work performed or supplies delivered;
  - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
  - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **II.7 Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

## **II.8 Termination for Non-Appropriation of Funds**

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

## **II.9 Payments to Subcontractors**

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
  - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or

b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

## **II.10 Examination of Records**

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

## **II.11 Immigration Reform and Control Act of 1986**

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

## **II.12 Ethics in Public Contracting**

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

### **II.13 Governing Law and Choice of Forum**

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

### **II.14 Integration**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

### **II.15 Hold Harmless**

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

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BOARD OF COUNTY SUPERVISORS OF (I\$CONTRACTOR)  
PRINCE WILLIAM COUNTY, VIRGINIA (I\$CONTRACTOR-1)

\_\_\_\_\_  
County Representative

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_ Date: \_\_\_\_\_

**PRINCE WILLIAM COUNTY**

**Performance Bond**

**Project Name**

**KNOW ALL MEN BY THESE PRESENTS:** we, the undersigned:

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_, a  
(Corporation, Partnership or Individual), hereinafter called Principal, and (Name of Surety)  
\_\_\_\_\_, hereinafter called  
Surety, are held and firmly bound unto Prince William County Board of Supervisors, 1 County Complex Court,  
Prince William, Virginia 22192, hereinafter may also be referred to as Owner, in the sum of:

\_\_\_\_\_  
(100% of Contract Amount)  
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.  
Performance Bond No. \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Contract  
with the Owner, which is incorporated herein by reference and made hereto, dated the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, Contract No. \_\_\_\_\_ for the Project entitled  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions  
thereof which may be granted by the County of Prince William, with or without notice to the Surety and during  
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall  
fully indemnify and save harmless the County of Prince William from all costs and damages which it may suffer  
by reason of failure to do so, and shall reimburse and repay the County of Prince William all outlay and expense  
which the County of Prince William may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the  
specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby  
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the  
work or to the specifications.

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

**PB - PAGE 1 OF 2**

**IMPORTANT:** Surety companies executing bonds must be licensed to do business in the Commonwealth of Virginia. The Surety Corporation providing the bond for this project shall obtain a written release from the Prince William County prior to releasing bond before the expiration date. Surety must have AM Best Rating of A or better. Attach AM Best Rating Guide Card to Bond. Date of bond must **not** be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

## PRINCIPAL

**WITNESS TO PRINCIPAL**

**BY:** \_\_\_\_\_ **(L.S.) BY:** \_\_\_\_\_  
Principal Signature Witness Signature

\_\_\_\_\_  
 Typed/Printed Name

## SURETY (Power of Attorney)

BY: \_\_\_\_\_  
**Power of Attorney Signature**  
 (AFFIX SEAL)

---

Typed/Printed Name

**SURETY (VIRGINIA RESIDENT AGENT)**

**BY:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Agent Company Name

Typed/Printed Name
Address

|                                                                                        |                                                                                      |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Phone Number | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City/State |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|

**PRINCE WILLIAM COUNTY**

**Labor and Materials Payment Bond**

**Project Name**

**BY KNOW ALL MEN THESE PRESENTS:** we, the undersigned:

Name of Contractor: \_\_\_\_\_

Address \_\_\_\_\_ of \_\_\_\_\_ Contractor:  
\_\_\_\_\_, a (Corporation,  
Partnership or Individual), hereinafter called **Principal**, and (Name of Surety) \_\_\_\_\_,

hereinafter called **Surety**, are held and firmly bound unto **Prince William County Board of Supervisors**, 1 County Complex Court, Prince William, Virginia 22192, hereinafter called Owner, in the sum of:

\_\_\_\_\_ (100% of Contract Amount)  
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. Performance Bond No. \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Contract with the Owner, which is incorporated herein by reference and made a part hereto, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Contract No. \_\_\_\_\_ for the Project entitled:

**NOW, THEREFORE**, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IMPORTANT:** Surety companies executing bonds must be licensed to do business in the Commonwealth of Virginia. The Surety Corporation providing the bond for this project shall obtain a written release from the Prince William County prior to releasing bond before the expiration date. Surety must have AM Best Rating of A or better. Attach AM Best Rating Guide Card to Bond. Date of bond must **not** be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

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

**PYB - PAGE 1 OF 2**

## PRINCIPAL

**WITNESS TO PRINCIPAL**

BY: \_\_\_\_\_ (L.S.) BY: \_\_\_\_\_  
Principal Signature Witness Signature

|                                                                                              |                                                                                              |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Typed/Printed Name | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Typed/Printed Name |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

SURETY (Power of Attorney)

**BY:** \_\_\_\_\_  
**Power of Attorney Signature** (AFFIX SEAL)

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Typed/Printed Name

## SURETY (VIRGINIA RESIDENT AGENT)

**BY:** \_\_\_\_\_

Signature

\_\_\_\_\_

Agent Company Name

| Typed/Printed Name | Address |
|--------------------|---------|
|--------------------|---------|

|                                                                                        |                                                                                      |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Phone Number | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City/State |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|