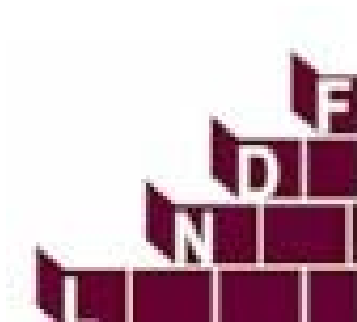


PROJECT MANUAL
FOR

Lynchburg Neighborhood Development Foundation

702/708 Fifth Street Building Stabilization

August 2011



**927 CHURCH STREET
LYNCHBURG, VA 24504
TELEPHONE (434) 846-6964
E-Mail: info@lndf.org**

Table of Contents

<u>Document</u>	<u>Page #</u>
Part I: Bidding Requirements	
Advertisement For Bids.....	3
Bid-Form.....	4
Bid Item Listing.....	5
Equal Opportunity Report Statement.....	8
Nondiscrimination and Anti-Collusion Statement.....	9
Statement Of Experience.....	10
Statement Of Available Resources.....	14
Corporate Status Form.....	15
Questions To Bidders.....	16
City Of Lynchburg, Virginia Standard Performance Bond.....	17
City Of Lynchburg Standard Labor And Material Payment Bond.....	19
Instructions To Bidders.....	22
General Conditions.....	27
Part II:	
Form HUD-4010: Federal Labor Standards Provisions	
Davis-Bacon Compliance	
Davis-Bacon Wage Determinations	
DOL WHD FORM 347	

ADVERTISEMENT FOR BIDS

Sealed bids for the stabilization of 702/708 Fifth Street will be received by the Lynchburg Neighborhood Development Foundation (LNDF), 927 Church Street, Lynchburg, VA until 4:00 PM, September 7, 2011, and then publicly opened and read, in the office of LNDF.

The buildings at 702/708 Fifth Street had been scheduled for demolition by the Lynchburg Redevelopment and Housing Authority. In an effort to save the historic buildings a partnership between the Lynchburg Neighborhood Development Foundation (LNDF), the Fifth Street Community Development Corporation (CDC) and the City of Lynchburg, was formed to stabilize the buildings for future rehabilitation. Ownership of the buildings is held by LNDF, with funding being provided for the stabilization by use of Community Development Block Grant (CDBG) funds made available to the Fifth Street CDC by the City of Lynchburg.

Some initial emergency stabilization of the buildings has been completed. Additional stabilization is required as outlined in the "Bid Item Listing".

Documents may also be viewed and printed directly from the Lynchburg Neighborhood Development Foundation website:

www.lndf.org.

A required pre-bid meeting and walk through has been scheduled for Wednesday, August 31, 2011 at 10:00 AM. Please meet a representative from LNDF at 702 Fifth Street at that time.

Contact either Laura Dupuy, Executive Director; email: lauradupuy@aol.com or Clark Charlton, Real Estate Development Manager; email: clark.charlton@lndf.org for further information.

BID FORM

Laura Dupuy
Executive Director
Lynchburg Neighborhood Development Foundation
927 Church Street
Lynchburg, Virginia 24504

Dear Ms. Dupuy:

The undersigned, as bidder, hereby declares that the only persons interested in this bid as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this bid or in the Construction Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned, having visited and examined the site and having carefully studied all the Contract Documents, including without limitation, all drawings and specifications pertaining to the "Stabilization of 702/708 Fifth Street" for the Lynchburg Neighborhood Development Foundation, hereby proposes to furnish all labor, equipment, materials, and services and to perform all operations necessary to execute and complete the Work required for the project, in strict accordance with the Contract Documents, the Virginia Uniform Statewide Building Code together with Addenda numbered _____ through _____ issued during bidding period and hereby acknowledged, subject to the terms and conditions of the Construction Agreement for the sum of

_____ DOLLARS

(\$ _____) which shall be referred to hereinafter as the Base Bid.

It is understood and agreed that the Lynchburg Neighborhood Development Foundation, in protecting its best interests, reserves the right to reject any or all bids or waive any defects. Any changes, erasures, modifications, deletions in the bid form, or alternate proposals not specified in the Advertisement for Bids may make the bid irregular and subject to rejection.

Contractors will indicate a unit price for each item listed below. If the Construction Agreement is for a lump sum price, unless clearly and specifically indicated otherwise in the Contract Documents, all unit prices only apply to changes in the Work. The listed bid items are to contain all necessary costs required for completion of the Work in accordance with the Contract Documents.

If the Construction Agreement is for unit prices and not for a lump sum price, it is understood that all quantities listed on the following pages are estimated quantities, and the Owner reserves the right to raise, lower, or eliminate any quantity or item, and in any case, the unit prices shall be used in determining partial and final payment. It is further understood that costs to cover all components of the Work as described in the Contract Documents are included in this bid, even in cases where specific line items are not identified.

We are properly equipped to execute all work of the character and extent required by the Contract Documents, and we will enter into the Construction Agreement for the execution and completion of the Work in accordance with the Contract Documents; and we further agree that, if awarded the Construction Agreement, we will commence the Work on the date stated in the "Notice to Proceed" and will maintain a work force large enough to execute the Work and all obligations no later than the completion date stated in the Contract Documents.

Bid Item Listing

1. All quantity estimates of the various materials to be furnished by this contract are approximations. The Lynchburg Neighborhood Development Foundation makes no claim that the quantities of materials will actually be obtained.
2. All Bid items' unit price is to include labor, equipment cost, removal and disposal of existing material to complete the job. When removal and disposal of existing concrete, rock, etc., is not required, this is considered new construction. It shall be the contractor's responsibility for waste material disposal.

702 Fifth Street					
Item No.	Description	Qty	Unit	Unit Price	Total
1	Demolition of lower level flooring system where damaged in four (4) locations		EA	\$ _____	\$ _____
2	Asbestos testing on ceiling plaster (asbestos abatement not included)		EA	\$ _____	\$ _____
3	Demolition of ceiling system at four (4) locations to access roof structure		EA	\$ _____	\$ _____
4	Demolition of skylights and roof structure at failed locations		EA	\$ _____	\$ _____
5	New timber joists and floor sheathing on lower level		EA	\$ _____	\$ _____
6	New roof joists and roof sheathing at skylight and failed roof areas		EA	\$ _____	\$ _____
7	Membrane patches at failed roofing locations		EA	\$ _____	\$ _____
8	Other stabilization recommended by bidder		EA	\$ _____	\$ _____
	Subtotal:				
708 Fifth Street					
9	Demolition of interior sheathing/plaster down to structural wood studs		EA	\$ _____	\$ _____
10	Asbestos testing (asbestos abatement not included)		EA	\$ _____	\$ _____
11	Structural repairs as needed to wood structure to stabilize second story		EA	\$ _____	\$ _____
12	Demolition of exterior sheathing		EA	\$ _____	\$ _____
13	Demolition or stabilization of chimney		EA	\$ _____	\$ _____
14	New interior sheathing as needed		EA	\$ _____	\$ _____
15	New exterior sheathing as needed		EA	\$ _____	\$ _____

702 Fifth Street					
Item No.	Description	Qty	Unit	Unit Price	Total
16	Redirect neighboring roof (710 Fifth Street) from rain overflow into building		EA	\$_____	\$_____
17	Demolish remaining structure, roof and block at rear courtyard addition		EA		
18	Clean up and remove debris in rear courtyard		EA		
19	Other stabilization recommended by bidder		EA		
	Subtotal:				
	Total:				

Enclosed herewith is the following Security, offered as assurance that the undersigned will enter into the Construction Agreement for the execution and completion of the Work in accordance with the Contract Documents:

Bidder's Certified Check issued by _____ (name of bank) in the amount of:
 \$ _____ (5% of Base Bid amount)

Bidder's Bid Bond for 5% of Base Bid Amount Issued by _____
 _____(name of surety authorized to do business in Virginia).

The undersigned hereby agrees, if awarded the Construction Agreement, to execute and deliver to the Lynchburg Neighborhood Development Foundation within ten (10) days after his receipt of the Notice of Award, a performance bond and a payment bond, in forms satisfactory to the Lynchburg Neighborhood Development Foundation, from sureties authorized to do business in Virginia satisfactory to the Lynchburg Neighborhood Development Foundation, in the amount of one hundred (100) percent of the Base Bid.

The undersigned further agrees that, in case of failure on his part to execute the said Construction Agreement within the ten (10) days after written notice being given on the award of the Construction Agreement or the failure to deliver the required performance and payment bonds within the ten (10) days, the monies payable by the Security accompanying this bid shall be paid to the Lynchburg Neighborhood Development Foundation, as liquidated damages for such failure; otherwise the Security accompanying this Bid shall be returned to the undersigned.

Attached herewith are completed Statement of Experience and Statement of Resources forms which include the information requested.

The undersigned further certifies that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act punishable under the Virginia Governmental Frauds Act, or other law.

This bid remains valid and may not be withdrawn for a period of 60 days from this date.

CURRENT VIRGINIA CLASS A CONTRACTOR'S LICENSE/ REGISTRATION NO.: _____

Respectfully submitted,

CONTRACTOR

DATE

ADDRESS

TELEPHONE

BY: _____

ITS: _____
(Title)

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by checking the appropriate blank as follows.

The Bidder has _____ has not _____ participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 10925, dated March 6, 1961, or Executive Order 11114 dated June 22, 1963.

In conjunction with the policy to utilize Minority and Disadvantaged Business Enterprises ("DBE") wherever possible, the Bidder has solicited quotations for labor, material and/or services from the following Minority and Disadvantaged Business Enterprises:

<u>NAME OF FIRM</u>	<u>PERSON(S) CONTACTED</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Of those listed above, we intend, at this time, to utilize the following in the completion of the Work required by this Construction Agreement:

"This firm assures that it will give its best efforts to utilize Minority and Disadvantaged Business Enterprises whenever possible."

CERTIFIED BY: _____ (Signature)
_____ (Typed/Printed name & Title)

BIDDER'S NAME: _____

TAXPAYER IDENTIFICATION NUMBER: _____

_____ This firm will perform all construction with its own employees and, therefore, is not required to solicit quotations from DBEs.

FAILURE TO DOCUMENT AND REPORT DBE CONTACTS ON THIS FORM MAY BE A BASIS FOR REJECTION OF THE BID AS NONCONFORMING.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

The stabilization of 702/708 Fifth Street is being funded by Community Development Block Grant (CDBG) funds in collaboration with the Fifth Street Community Development Corporation (CDC) and the City of Lynchburg, Virginia. By submitting their bids, all bidders certify to the Lynchburg Neighborhood Development Foundation that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginia's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375:

In every contract over \$2,000, the provisions below apply:

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 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.
 - D. The contractor shall adhere to Virginia General Decision Number: VA100192 11/05/2010 VA192, Building Construction Projects for employee wages.
2. The contractor will include the provisions of the foregoing paragraphs A, B, C and D in every subcontract or purchase order of over \$2,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (*corporate seal*)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (*seal*)

Acknowledged before me this _____ day of _____, _____

Notary Public

My commission expires: _____

STATEMENT OF EXPERIENCE

The properties located at 702/708 Fifth Street are being nominated for listing on the State and National Register of Historic Places.

Due to the historic significance of the building, the contractor, their subcontractors and their craftsmen will be subject to the review of qualification as listed below to assure that they have satisfactory previous experience and appropriate skills in the stabilization/restoration of historic and significant building structures.

Definitions:

Similar Projects shall be defined as projects that:

1. • are of at least \$100,000 in construction cost, including sub-trades.
2. • are constructed of exterior wood and brick components. Metal/membrane roofing, gutters and decorative metal trim repairs.
3. • included similar construction techniques such as rotted/damaged wood repairs in floors, ceilings and sheathing.
4. • required similar construction logistical complexity (time frame, means & methods, trades)
5. • similar projects are not required to have been historic, but could be churches, city halls, museums, office building and other municipal buildings of the historic value of this project.

Project Manager is a person that manages the construction project primarily from the office. Prepares contracts, communicates with owner and architect for project design decisions, meeting and coordination. Provides daily communication with the Project Site Superintendent.

Project Site Superintendent is a person that manages the construction project at the site and is on site full time. Provides day-to-day construction operations at the site and coordinates with the Owner's Representative and craftsmen.

Verifiable Experience: Project experience that can be confirmed through contact with Owners and Architects associated with previous projects listed in the submission.

Successful Experience: Project experience which resulted in completion of projects on time, on budget plus contingency, in accordance with the contract documents, and with evidence of good working relationships with owners, subcontractors and suppliers. (references will be reviewed).

Evaluation Criteria: The following criteria will be used for evaluating the qualifications of Bidders. The evaluation will be based on information provided by Bidders as well as information supplied by the Bidders' references.

1. The Bidder, acting as general contractor, will be required to demonstrate verifiable, successful experience in project supervision and administration of *similar projects*. (see definition above) This experience shall include three (3) projects involving separate buildings and similar activities and scope of work as the subject project completed within the past seven (7) years. Each project must be at least \$100,000 dollars in construction cost, including sub-trades.

2. The Bidder's proposed *project manager* (see definition above) will be required to demonstrate verifiable, successful experience in project supervision and administration of similar projects. This experience shall include three (3) projects involving separate buildings and similar activities and scope of work as the subject project

completed within the past seven (7). Each project must be at least \$100,000 dollars in construction cost, including sub-trades.

3. The Bidder's proposed *project site superintendent* (see definition above) will be required to demonstrate verifiable, successful experience in project supervision and administration of similar projects. This experience shall include two (2) projects involving separate buildings and similar activities and scope of work as the subject project completed within the past five (5) years. Each project must be at least \$100,000 dollars in construction cost, including sub-trades.

4. The Bidder must demonstrate satisfactory performance on all current projects in progress.

GENERAL CONTRACTOR- PROJECT MANAGER

Provide evidence of successful experience to demonstrate verifiable, successful experience in project supervision and administration of similar projects. This experience shall include two (3) projects involving separate buildings and similar activities and scope of work as the subject project completed within the past five (7) years. Each project must be at least \$100,000 dollars in construction cost, including sub-trades.

- Name of Project Manager: _____

PROJECT #1

Project Name:

Location:

Completion Date:

Cost:

Scope of Work and Nature of Project (specifically exterior work):

Approx. original construction date of historic building or site:

Owner:

Owner's Contact Person: Phone:

Architect:

Architect's Contact Person: Phone:

PROJECT #2

Project Name:

Location:

Completion Date:

Cost:

Scope of Work and Nature of Project (specifically exterior work):

Approx. original construction date of historic building or site:

Owner:

Owner's Contact Person: Phone:

Architect:

Architect's Contact Person: Phone:

PROJECT #3

Project Name:
Location:
Completion Date:
Cost:
Scope of Work and Nature of Project (specifically exterior work):

Approx. original construction date of historic building or site:
Owner:
Owner’s Contact Person: Phone:
Architect:
Architect’s Contact Person: Phone:

PROJECT SITE SUPERINTENDENT

Provide evidence of successful experience to demonstrate verifiable, successful experience in project supervision and administration of similar projects. This experience shall include two (3) projects involving separate buildings and similar activities and scope of work as the subject project completed within the past five (7) years. Each project must be at least \$100,000 dollars in construction cost, including sub-trades.

- Name of Project Site Superintendent_____

PROJECT #1

Project Name:
Location:
Completion Date:
Cost:
Scope of Work and Nature of Project (specifically exterior work):

Approx. original construction date of historic building or site:
Owner:
Owner’s Contact Person: Phone:
Architect:
Architect’s Contact Person: Phone:

PROJECT #2

Project Name:
Location:
Completion Date:
Cost:
Scope of Work and Nature of Project (specifically exterior work):

Approx. original construction date of historic building or site:

Owner:

Owner's Contact Person: Phone:

Architect:

Architect's Contact Person: Phone:

PROJECT #3

Project Name:

Location:

Completion Date:

Cost:

Scope of Work and Nature of Project (specifically exterior work):

Approx. original construction date of historic building or site:

Owner:

Owner's Contact Person: Phone:

Architect:

Architect's Contact Person: Phone:

STATEMENT OF AVAILABLE RESOURCES

Equipment: _____

Number of Personnel Currently Employed: _____

Number of Personnel Available for Project: _____

Other Pertinent Information: _____

CORPORATE STATUS FORM

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership, indicate by checking one:

_____ Limited liability company

_____ Limited liability partnership

_____ Limited partnership

Have you registered with the Virginia State Corporation Commission, to conduct business in Virginia?

Yes No

Name and address of organizer: _____

List who is authorized to execute contracts:

If conducting business under an assumed (fictitious) business name, fill out the following information:

Names of persons or entities owning business using assumed business name: _____

Owners' addresses: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, general partnership, or joint venture, fill out the following information:

Names of all persons liable for obligations of the business: _____

Addresses of such persons: _____

Questions to Bidders

Bidders are to respond to the following question: Have any of the individual(s), owner(s), and/or principal officer(s) of the firm submitting the bid/proposal ever been convicted of (1) a felony, or (2) a misdemeanor involving moral turpitude?

YES _____

NO _____

If yes, list individual or officer and title and give details.

NOTE: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed.

Is your firm currently involved in litigation or a dispute involving arbitration?

YES _____

NO _____

If yes, for litigation list the litigation by case name, name of court, case number, and jurisdiction, and for arbitration, list the organization administering, if any, its contact information, any case number assigned, the arbitrators, and the location of the arbitration. For litigation and arbitration, briefly describe the claims and status, and give contact information for the opposing party or parties.

STANDARD PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor ("Principal"), whose principal place of business is
located at _____ and _____

("Surety"), are held and firmly bound unto the Lynchburg Neighborhood Development Foundation, the Owner
("Obligee"), in the amount of _____ Dollars
(\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has, entered into a Construction Agreement with Obligee for certain work on a construction project
known as 702/708 Fifth Street Building Stabilization, which contract (the "Contract") is by reference expressly
made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly
and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the
Contract and its Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under
it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other
alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other
shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators,
successors or assigns, from their liability hereunder, notice to the Surety of any such alterations, extensions, or
forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and
all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or
breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the
Commonwealth of Virginia.

Signed and sealed this _____ day of _____, 2011.

Contractor/Principal (SEAL)

By: _____

Witness: _____

Title: _____

Surety (SEAL)

By: _____
Attorney -in-Fact

My Power of Attorney is recorded in the Clerks Office of the Circuit Court of _____, Virginia in Deed Book _____, Page _____, and has not been revoked.

Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA
(or, alternatively, Commonwealth or State of _____)

CITY/COUNTY OF _____ to wit:

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of _____ the Surety, that he is duly authorized to execute on its behalf the aforesaid Bond(s) as its act and deed.

Given under my hand this _____ day of _____ 2011.

Notary Public (SEAL)

My Commission expires: _____

APPROVED:

LNDF Attorney/Designee Date

STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor ("Principal") whose principal place of
business is located at _____ and _____

("Surety") are held and firmly bound unto the Lynchburg Neighborhood Development Foundation, the Owner
("Obligee") in the amount of _____ Dollars (\$ _____) for the
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____ entered into a Construction Agreement with
Obligee for _____, which contract (the "Contract") is
by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly
make payment to all claimants as hereinafter defined, for labor performed and material furnished in the
prosecution of the Work provided for in the Contract and its Contract Documents, then this obligation shall be
void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Work site.
2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract Documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not

be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.
4. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. This bond is intended to comply with the requirements and to afford all the benefits of a payment bond consistent with the requirements of Virginia Code § 2-2-4337 and § 2-2-4341. To the extent that those sections as they are in effect as of the date of issuance of this bond confer any requirements on Principal or Surety, or confer any additional benefits on any claimant (as the term "claimant" is used within either the meaning of those sections or this bond), those requirements and benefits shall be deemed to be incorporated into and be part of this bond.

Signed and sealed this _____ day of _____.

(SEAL)

Contractor/ Principal

By: _____

Witness: _____

Title: _____

(SEAL)

Surety

By: _____

Attorney-in-Fact

Typed Name: _____

My Power of Attorney is recorded in the Clerks Office of the Circuit Court of _____ Virginia in Deed Book _____, Page _____, and has not been revoked.

Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

(or, alternatively, Commonwealth or State of _____)

CITY / COUNTY OF _____

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of _____, the Surety, that he is duly authorized to execute on its behalf the foregoing bond pursuant to the Power of Attorney noted above, and on behalf of said Surety, acknowledged the aforesaid bond(s) as its act and deed.

Given under my hand this _____ day of _____.

(SEAL)

Notary Public

My Commission expires: _____

APPROVED:

City Attorney/Designee Date

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK

The Work included under this Contract shall consist of all labor, materials, equipment, and the performance of all work necessary for the stabilization of buildings located at 702 & 708 Fifth Street. This Work shall be performed in accordance with the Contract Documents. The vendor may be requested to provide additional services in accordance with the items listed in this document if needed.

1. General: Subject to Owner's right to waive informalities, to be valid for consideration, bids must be completed and submitted in accordance with these instructions to bidders. All individual bid unit price items must be filled in, regardless of the quantity shown.
2. Bid Documents consisting of Project Manual and Technical Specifications are available in PDF format on the LNDF website: www.lndf.org
3. Qualification of Bidders: Each bidder shall submit a listing of five similar projects of scope and size with the bid and must be prepared to submit within five calendar days of the Owner's request written evidence of his qualifications for the project, including, without limitation, financial data, previous experience, resources, personnel and evidence of authority to conduct business in the jurisdiction where the project is located.
4. Examination of Bid Documents and Site:
 - 4.1 Before submitting bids, each bidder must examine bid documents, familiarize himself with Federal, state and local laws, ordinances, rules, codes, and regulations affecting the Work; and correlate his observations with requirements of the bid documents.
 - 4.2 Bidders are requested and expected to visit the site of the project to alert themselves to local and special conditions which may be encountered during construction of the project such as: labor and transportation, handling and storage of materials, the availability of materials, and site access. Failure to make such investigations shall not relieve the successful bidder from performing and completing the Work in accordance with the Contract Documents.
5. Clarification:
 - 5.1 No oral clarification of the bid documents will be made to any bidder. To be given consideration, requests for clarification must be received in time to allow preparation of a written response at least seven (7) days prior to date fixed for opening of bids. Clarifications will be issued in the form of written addenda to the bid documents and posted to the LNDF Website within five (5) days of the bid opening. Only clarifications by formal written addenda will be binding.
 - a. All communications in regard to clarifications and any other matters related to this project shall be addressed to: Laura Dupuy, email: lauradupuy@aol.com or, Clark Charlton, email: clark.charlton@lndf.org
6. Substitutions:
 - 6.1 Substitutions of material or equipment or both may be offered by the Contractor with his bid, provided that, if approved:
 - a. No major changes in the construction or design intent of the project would be required. Changes required to accommodate substituted items shall be made by the Contractor at no additional cost or time delay.
 - b. Features of quality, capacity, construction, performance, appearance, size, arrangement, and general utility, including economy of operation of substitutes offered, either parallel or exceed those of specified products.

c. The provisions of the General Conditions are met, and the provisions of the General Conditions any other guarantees, if required by the specification sections, shall apply in full force and effect to the performance of such substitute products, approved for incorporation into the Work.

6.2 Technical data covering the proposed substitution shall be furnished with the bid when possible, and not later than 10 days after bid submission.

7. Bid Submission:

7.1 Submit bids using forms furnished in the Project Manual and fill in all blank spaces on the form. Repeat notation "Contractor's Current Virginia License No. _____" on outside of inner envelope containing bid and bid security, and place this envelope within another envelope addressed to:

Laura Dupuy
Lynchburg Neighborhood Development Foundation
927 Church Street
Lynchburg, VA 24504

Bidders shall include the following with their bid submission:

- Bid Form
- Statement of Experience
- Statement of Available Resources
- Equal Opportunity Report Statement
- Corporate Status Form
- Questions to Bidders Form
- Bid Bond or Cashiers Check Equivalent

7.2 Both the inner and outer envelopes shall have noted thereon:

- a. "Sealed Bid Enclosed for "702/708 Building Stabilization";
- b. The bidder's name and address;
- c. Repeat notation "Current Registered Virginia Contractor No. _____" on the outside envelope.

7.3 Each bid must be accompanied by a cashier's check payable to the Lynchburg Neighborhood Development Foundation drawn on a bank satisfactory to LNDF, or a Bid Bond, in the amount of five percent (5%) of the amount of the total base bid, with the Lynchburg Neighborhood Development Foundation as obligee, as assurance that the successful bidder will enter into the Contract within ten (10) days after Notice of Award.

If the successful bidder defaults by failure to enter into the Contract and to provide required performance and payment bonds, the certified check or Bid Bond accompanying the successful bid shall be collected by the Lynchburg Neighborhood Development Foundation, not as a penalty but as liquidated damages for delays and such additional expenses as may be incurred by the Lynchburg Neighborhood Development Foundation for reasons of such default.

7.4 Contractors will indicate a total bid for on the bid form. The bid total shall contain all necessary costs required for completion of the Work. Any changes, erasures, modifications, or deletions in the bid form, or alternate proposals not specified in the bid proposal may make the proposal irregular and subject to rejection.

7.5 Receipt deadline for bids will be as stated in the Advertisement for Bids.

7.6 Bids will be opened publicly in accordance with the Advertisement for Bids.

- 7.7 Withdrawal of bid after bid opening: To withdraw a bid after bid opening, a bidder must satisfy the substantive requirements of Va. Code §2.2-4330. In addition, the following procedures shall apply:
- a. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
 - b. The mistake may be proved only from the original work papers, documents and materials used in preparation of the bid and delivered as required herein.
8. Bonds and Damages:
- 8.1 Bonds shall be with a surety company acceptable to the Owner that is legally authorized to do business in Virginia and in a form acceptable to Owner.
 - 8.2 A performance bond and a labor and material payment bond will be required in the amount of 100 percent of the bid.
 - 8.3 Liquidated damages shall be as indicated in the Contract Documents.
9. Award of Contract:
- 9.1 The award of the Contract will be the responsible, qualified bidder submitting the lowest responsive base bid, whose qualifications, including work experience indicate the award will be in the best interest of the Owner and whose bid meets the prescribed requirements.
 - 9.2 Before the Contract is awarded, the bidder submitting the lowest responsive bid must satisfy the Lynchburg Neighborhood Development Foundation that it has the requisite organization, capital, equipment, ability, resources, personnel, management, business integrity, and at least five years experience in the type municipal work for which it has submitted a bid. Each bidder shall, with his bid, submit a list of at least five (5) projects in the past five (5) years with construction or alterations to large commercial, pre-engineered metal buildings of similar size and dollar value completed within the last five years, giving location, dollar value, year completed, and the name(s) of the owner(s) and architect/engineers(s). The bidder shall verify to the City that it has the sufficient and qualified personnel to provide for the Contract Work. Failure by the lowest responsive bidder to sufficiently satisfy the City of its ability to meet any of the above requirements may serve as grounds for rejection of the bid.
 - 9.3 The Owner reserves the right to cancel the Advertisement for Bids, reject any and all bids, waive any and all informalities, and disregard all conforming, nonconforming, conditional bids or counterproposals.
 - 9.4 Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible bidder exceeds available funds, pursuant to Section 18.1-9 of the Lynchburg Public Procurement Code, the Owner may negotiate with the apparent low bidder to obtain a contract price within available funds.
 - a. Procedures for Negotiations: If the Owner wishes to negotiate with the apparent low bidder to obtain a contract price within available funds, negotiations shall be conducted in accordance with the following procedures:
 1. If the using agency wishes to conduct negotiations pursuant to this section, it shall provide the procurement administrator with a written determination that the bid from lowest responsive, responsible bidder exceeds available funds. This determination shall be confirmed in writing by the director of finance or his designee. The using agency shall also provide the procurement administrator with suggested measures to bring the proposed purchase within budget through negotiations with the lowest responsive, responsible bidder, including reductions in scope, changes in quality, value engineering, changes in terms and conditions, or changes in schedule.

2. The procurement administrator shall advise the lowest responsive, responsible bidder, in writing, that the proposed purchase exceeds available funds. He shall further invite proposed measures, such as a reduction in scope, change in quality, value engineering, changes in terms or conditions, or changes in schedule for the proposed purchase, and invite the lowest responsive, responsible bidder to amend its bid based upon the proposed measures to bring the purchase within available funds.
3. Informal discussions between the City and the lowest responsive, responsible bidder, either in person, by e-mail, by telephone, or by other means, may be used to attempt to obtain a contract within available funds.
4. Following any successful negotiations, the lowest responsive, responsible bidder shall submit a proposed addendum to its bid, which addendum shall include the specific changes in the proposed purchase, the reduction in price, and the new contract value. The addendum shall be reviewed by the purchasing agency, the City Manager, and City Attorney for acceptability.
5. If an addendum is acceptable to the City, the City may award a contract within funds available to the lowest responsive, responsible bidder based upon the amended bid proposal.
6. If the City and the lowest responsive, responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

9.5 Protests of Award or Decisions to Award of Contract

Code of the City of Lynchburg Sec. 18.1-6. Alternative policies on protests of award or decisions to award a contract in lieu of Va. code § 2.2-4360 through § 2.2-4362 and Va. code § 2.2-4364.

(a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.

(1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.

(2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.

(3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

(4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.

(5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge the procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.

(6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.

(7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.

(8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.

(9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.

(b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

10. Bidders are referred to the General Conditions for the meanings of capitalized terms.

End of Instructions to Bidders

GENERAL CONDITIONS

2.1 LAWS AND REGULATIONS:

The awarded Contractor shall be responsible to obtain any and all permits and all levels of approval as required by Federal Laws, State laws, Governments Regulations, County or City Building Codes. The Contractor is to proceed with the project in accordance to all applicable laws and regulations.

2.2 RIGHT TO AUDIT:

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the Lynchburg Neighborhood Development Foundation. Contractor agrees to retain all records, books and other documents relevant to this Contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request.

2.3 DRUG-FREE WORKPLACE REQUIRED:

Bidders are reminded that Section 2.2-4312 of the Code of Virginia requires that the during the performance of the contract resulting from this bid, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this 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 solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.4 INSURANCE:

1. a. The Contractor shall purchase and maintain insurance in at least the following amounts:
 - b. Contractor's Comprehensive General Liability (Bodily Injury and Property Damage) shall be provided for the following minimum limits:
 1. Bodily Injury Liability 1,000,000 dollars single limit
 2. Property Damage Liability 1,000,000 dollars single limit
 3. The General Liability Insurance shall include the following minimum coverages:
 - (1) Comprehensive Form
 - (2) Premises - Operations
 - (3) Explosion and Collapse Hazard
 - (4) Underground Hazards
 - (5) Products/Completed Operations Hazard
 - (6) Contractual Liability Insurance

- (7) Broad Form Property Damage, Including Completed Operations
 - (8) Independent Contractors (Contractor's Protective Liability)
 - (9) Personal Injury (All Insuring Agreements), Deleting the Employee Exclusion
 - (10) Owner's Protective Liability, Separate Policy in Name of Owner.
2. Contractor's Automobile Liability (Bodily Injury and Property Damage) shall be provided for the following minimum limits:
- A. Bodily Injury Liability

200,000 dollars each person
500,000 dollars each occurrence
 - B. Property Damage Liability

200,000 dollars each occurrence

 - C. The Automobile Liability Insurance shall include the following coverages:
 - (1) Comprehensive Form
 - (2) Owned
 - (3) Hired
 - (4) Non-owned
3. Excess catastrophe coverage shall be provided by the Contractor with a minimum limit of 3,000,000 dollars.
4. Contractor's Worker's Compensation Insurance as required by Federal, State, and Municipal laws for the protection of all contractors' employees working on or in connection with the project, including broad form all states and voluntary compensation coverage's and employers' liability coverage.
5. Fire, Extended Coverage, Vandalism, and Malicious Mischief (Completed Value Builder's Risk) Insurance. The Contractor shall purchase "All Risk" type Builder's Risk Insurance in an amount sufficient to cover all work under the Contract. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, water, flood, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, and the Subcontractors, as their interest may appear.
6. The Contractor shall require his insurance agent to certify on the insurance certificate that the insurance coverage specified by these Supplementary Conditions is fully in effect, both in scope and amount. If insurance coverage is affected with more than one company, the individual certificates shall identify the items of insurance which the individual companies cover. The insurance certificate shall contain a provision that coverage's afforded under the policies will not be canceled or materially changed unless at least 30 days prior written notice has been given to the Owner.
7. The insurance policies shall include or be endorsed to include the following provisions:
- A. Any deductibles or self-insured retentions applicable to required coverage shall be paid by the Contractor, and the Owner shall not be required to participate therewith.
 - B. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute therewith.
 - C. Failure of the Contractor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the Owner.

- D. All rights of subrogation against the Owner shall be waived.
 - E. The Contractor shall provide the Owner with certificates of insurance with applicable endorsements affecting coverage, signed by a person authorized by the insurance company to bind coverage on its behalf. All required certificates of insurance shall be received by the Owner prior to commencement of any work under this contract.
 - F. All coverage for Subcontractors of the Contractor, if any, shall be subject to all of the requirements stated herein.
- 8. All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia.
 - 9. All certificates of insurance shall name the officers and employees of the Lynchburg Neighborhood Development Foundation as additional insured.
 - 10. A letter shall be written to the Lynchburg Neighborhood Development Foundation stating that all insurance as required by the specifications has been provided for the duration of the project.

2.5 PAYMENTS:

- A. All requests for payments must be received by the Owner's Representative by the 20th of each month. It shall be the Contractor's responsibility to meet with the appropriate inspector or project representative before this time to verify contract quantities and payment requests.
- B. Partial payments shall be made on a monthly basis on or before the thirtieth of the following month covering work performed in accordance with the contract requirements.

At least ten days prior to submitting the first application for a partial payment, Contractor shall submit a progress schedule, a final schedule of Shop Drawings submission and a schedule of values of the work. These schedules shall be satisfactory in form and substance to the Owners Representative. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by the Owners Representative, it shall be incorporated into the form of application for payment furnished by the Owners Representative.

At least ten days before each partial payment falls due (but not more often than once a month) the Contractor shall submit to the Owners Representative for review an application for payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data and schedules as Owners Representative may reasonably require. Owners Representative will within seven days after receipt of each application for payment, either approve payment or return the application to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. If the Owners Representative determines that the Contractor has been overpaid, all further partial payments may be credited against such overpayment.

From the total of the amounts so determined for partial payments will be deducted an amount equivalent to five percent of the whole, which will be retained by the City as described hereinafter, and the balance, less all previous payments, will be certified for payment.

- C. Alternative forms of security in accordance with sec 2.2-4338 Code of VA may be used. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount for the bond. Such alternative forms of security must be approved by the City's Attorney.
- D. At the time the Contractor submits a bid, the Contractor shall have the option to use the escrow account procedure for utilization of City retained funds (in accordance with sec. 2.2-4335 of the Code of VA.), by so indicating in the space provided in the bid documents. In the event the Contractor elects to use the escrow account procedure, the

"Escrow Agreement" form included in the Bid and Contract shall be executed and submitted to the Lynchburg Neighborhood Development Foundation within fifteen (15) calendar days after notification. If the "Escrow Agreement" form is not submitted as noted hereinbefore, the Contractor shall forfeit such rights to the agent. The Contractor, the escrow agent and the surety shall execute an "Escrow Agreement" form and submit same to the Lynchburg Neighborhood Development Foundation for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the Lynchburg Neighborhood Development Foundation to make payment of retained funds to the escrow agent. After approving the agreement, the Lynchburg Neighborhood Development Foundation will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement," invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the Lynchburg Neighborhood Development Foundation. When the final estimate is released for voucher, the Lynchburg Neighborhood Development Foundation will direct the escrow agent to settle the escrow account by paying the Contractor or the Lynchburg Neighborhood Development Foundation monies due them as determined by the Lynchburg Neighborhood Development Foundation. The Lynchburg Neighborhood Development Foundation reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the Contractor or in the event of default.

Total contract value shall be considered to mean the original amount of the contract, except when the contract is increased or decreased by more than 20 percent in which case the adjusted total shall be used.

The Lynchburg Neighborhood Development Foundation reserves the right to withhold the payment of any partial or final estimate voucher or any sum or sums thereof from such vouchers in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools, or materials, or for any labor used by him in the prosecution of the work provided for in the contract, and for any other cause, including overpayment on previous partial payments.

- E. Payment for Material on Hand - When requested in writing by the Contractor, allowances may be made for material delivered for use on a project, but not incorporated in the work if a bill of sale or other evidence, so as to protect the owner's title to said material be presented and the material be stored in a manner acceptable to the owner's representative.
- F. Acceptance and Final Payment - When final inspection and final acceptance have been duly made by the owner's representative, the owner's representative will prepare the final statement of any changes from the contract documents either as additions to or deductions from the original contract quantities. Thereafter, the Contractor will be afforded 10 days in which to review the final estimate before payment. Prior to final payment, the Contractor shall certify to the Lynchburg Neighborhood Development Foundation that he has made all settlements, or satisfactory arrangements therefore, for labor, materials and supplies entering into or used by him on the work and shall furnish such other certificates as are required by the Lynchburg Neighborhood Development Foundation as a prerequisite to the issuance of final payment. In case such evidence is not furnished, any amount necessary to meet such claims may be retained by the Lynchburg Neighborhood Development Foundation from any monies due the Contractor until such claims are fully satisfied and liens therefore discharged.

Upon review of the final estimate by the Contractor and approval by the owner's representative, there will be paid to the Contractor the entire sum due after deducting all previous payments and other amounts to be retained or deducted under the provisions of the contract. All final payments will become due and payable within 90 days after final acceptance of the entire project, as provided hereinbefore. All prior partial estimates and payments shall be subject to correction in the final estimate and payments. Prior to receipt of final payment, the Contractor shall provide a letter of release to the Lynchburg Neighborhood Development Foundation for all claims by and liabilities

to the Contractor for all work done or materials furnished, or for any action of the Lynchburg Neighborhood Development Foundation or its agents affecting the work.

All costs for discussing and reviewing Contractor requested substitutions shall be borne by the Contractor, whether or not the substitutions are approved. These costs shall be deducted from the "Final Payment" to the Contractor.

2.6 SUBCONTRACTS:

All Contractors proposing subcontract work shall solicit written proposals from at least two qualified subcontractors where possible for such work. The Contractor shall take all reasonable measures to insure that all contractors, including disadvantaged Contractors, are given an equal opportunity to bid on any work to be subcontracted. Bids which include proposals for subcontract work must indicate that proposals were requested from disadvantaged Contractors where available. These proposals shall be on file with the Contractor and available for review by the Lynchburg Neighborhood Development Foundation. The Lynchburg Neighborhood Development Foundation, in an effort to afford equal opportunity to all minorities and disadvantaged Contractors, will strictly enforce and adhere to the requirements of this section.

2.7 RESPONSIBILITY OF THE CONTRACTOR:

The Contractor shall take all responsibility for the work, and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the amount or character of the work, or because the nature of the land in which or on which the work is done is different from what was estimated or expected, or on account of the weather, elements, or other causes; and, shall assume the defense of and indemnify and save harmless the Lynchburg Neighborhood Development Foundation, its employees, officers and agents from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses, and shall pay all attorney's fees, court costs and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, officers and agents by reason of the Contractor's work, whether, such claims arise from the labor and materials furnished for the work; from inventions, patents, and patent rights used in doing the work; or on account of any personal injury or death or damage to property of any person or corporation resulting from the Contractor's work or the actions of the Contractor's employees, officials or agents in performing the work or furnishing materials thereto or caused by the acts of any other person whatsoever, whether or not such persons are subject to the Contractor's control; or in consequence of any improper materials or implements of labor used therein; and, through any act, omission or neglect of the Contractor and his employees, officials and agents. The Lynchburg Neighborhood Development Foundation, its employees, officers and agents shall not have to give the Contractor any specific type of notice of claims arising out of the Contractor's work.

The Contractor shall carry insurance as specified in Section 2.12 of these Supplementary Conditions. The Contractor shall at all times enforce strict discipline and good order among his employees; and shall seek to avoid employing on the work any unfit person or anyone not skilled or qualified in the work assigned to him.

2.8 EMERGENCY SERVICE:

The Contractor shall provide the Owners Representative with the telephone numbers of at least two (2) responsible persons that could be contacted for emergency inspections in the event problems associated with the project occur.

2.9 AMENDMENTS AND CHANGE ORDERS:

The Contractor shall not commence work or purchase materials for such change orders until written preliminary approval is received from the Owner in the form of an executed Change Order to the originally issued purchase order backing the formal contract agreement.

2.10 CONTRACTUAL DISPUTES:

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Pending claims shall not delay payment of amounts agreed due in the final payment.

2.11 ACCEPTANCE AND GUARANTEE:

At the completion of the project, a final inspection will be made by the Owners Representative. The Contractor will be notified of the remaining work to be performed. When the work is satisfactorily completed, notification will be given in writing that the project has been accepted. The retainage held for this completed project will be released upon acceptance of the project. The guarantee period will be one (1) year after the date of notification of acceptance

2.12 FINAL APPROVAL:

Final approval of any and all work shall be by the Owner's Representative.

2.13 PROJECT CLOSEOUT DOCUMENTS:

The Contractor shall submit the close out documents along with the final payment application within 30 days of the Owners Representative final inspection. The Contractor's retainage will not be released until all close out documents are received by the Lynchburg Neighborhood Development Foundation.

The Close Out documents must contain the following:

- Contractor's Warranty
- Affidavit of Release of Liens
- Affidavit of Payment of Debts and Claims
- Consent of Surety Company to Final Payment

2.14 CLEAN UP:

Contractor Shall:

- A. Remove debris during each work day. All debris shall be removed from the job-site daily.
- B. Any damage to the building or landscaping shall be repaired to its prior condition or better at no additional cost to the owner.
- C. The Contractor shall be able to produce written documentation that all debris was dumped properly.

2.15 PROTECTION OF PROPERTY AND PERSONNEL:

- A. The Contractor shall erect traffic control devices, barricades, warning signs, overhead protection, etc., as required by local codes, and laws.
- B. Contractor shall observe OSHA regulations and Owner's safety policies.