

KING WILLIAM COUNTY
NOTICE OF AWARD

Dated: September 12, 2017

TO: Remac, Inc.

(Bidder)

ADDRESS: 20103 Governor Harrison Pkwy., PO Box 9

Freeman, VA 23856

Contract: Repair, Resealing and Restriping of Courts and Public Safety Lane and Parking Lot

(Insert name of Contract as it appears in the Bidding Documents)

Project: Supply materials, equipment and labor required for crack filling, pothole repair, asphalt resealing and restriping of entrance lane and parking lot at new courthouse including alternate.

OWNER'S CONTRACT NO. 2018-006

You are notified that your Bid dated September 7, 2017 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the **Repair, Resealing and Restriping of Courts and Public Safety Lane and Parking Lot**

CRACK FILLING, POT HOLE REPAIR, ASPHALT RESEALING AND RESTRIPING OF ENTRANCE LANE AND PARKING LOT at the King William County Courts and Public Safety Building located at 351 Courthouse Lane, King William, Virginia. Scope of Work includes alternate:

- A. Seal Cracks – Clear cracks of vegetation. Blow out cracks to remove debris. Utilize hot applied parking lot grade crack sealant
- B. Fill Potholes - Fill, pack and level
- C. Asphalt Seal Coating – Clean all surface of oil and grease. Preferred – Use Sealmaster Coal Tar Sealer
- D. Restripe Parking Area – Recommend using VDOT approved Sherwin William's Traffic Paint
- E. Remove all work products/debris upon completion of project
- F. Project will require contractor to address 24/7 access needed by the Sheriff's Department staff and their vehicles
- J. MISCELLENOUS/TIME OF COMPLETION: All fees shall be included in the price. Work may begin as soon as the notice to proceed is given and **must be completed no later than October 5, 2017**. Work may be done outside of regular operating hours of King William County offices. All work areas shall be cleaned daily of trash and debris.

From Addendum #1:

- 1. Bids will be calculated at 7,500 linear feet for crack filling.
- 2. Bid cut out and patch (12 x 16) alligator area identified at right side of front parking lot (when facing building) that adjoins lane.
- 3. Bid cut out and patch all potholes with 2" base.
- 4. Bid minimal patch/seal/restripe area (10 x 50) by Sheriff's Office parking lot.

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5. **Option To Be Included As An Alternate:** Cut out and repave area (60 x120) with 4" gravel, 3" asphalt. Same area as stated in Number 4.
 6. Section V. SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT. G. Warranty, Successful Bidder. Change warranty from, "...for a period of not less than TWO (2) years..." to "...for a period not to exceed ONE (1) year..."
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(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is Fifty-seven thousand, six hundred forty-nine dollars and forty-four cents (\$57,649.44).

The proposed Contract Document accompanies this Notice of Award.

You must comply with the following conditions precedent by September 22, 2017.

1. Deliver to the OWNER 2 fully executed counterparts of the Contract Documents when available. Each of the Contract Documents must bear your original signatures.
2. Deliver with the executed Contract Documents the Insurance Coverage certificates and performance and payment bonds as specified in the Instructions to Bidders (Article II), and Specific Terms and Conditions (Article III) and attached here.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten (10) business days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

King William County, Virginia

(OWNER)

By:



(AUTHORIZED SIGNATURE)

Mark K. Reeter

County Administrator

(TITLE)

END OF SECTION

**INSURANCE SPECIFICATION
ATTACHMENT C**

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

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

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

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

LIMITS:

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

**PAYMENT BOND
ATTACHEMENT D**

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

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

(Name of Surety)

(Address of Surety)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the day of _____, 20__ , a copy of which is hereto attached and made a part hereof for (*describe work*)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, 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 to Work to be performed thereunder or the Specifications accompanying the same shall in any way 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 the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST:

PRINCIPAL

BY/TITLE

SEAL

Print or type name signed above

WITNESS TO PRINCIPAL

ADDRESS

ATTEST:

SURETY

BY (ATTORNEY IN FACT)

SEAL

Print or type name signed above

WITNESS AS TO SURETY

ADDRESS

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

**PERFORMANCE BOND
ATTACHMENT E**

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

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

(Name of Surety)

(Address of Surety)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the day of _____, 20__ , a copy of which is hereto attached and made a part hereof for (*describe work*)

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 Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner 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 to Work to be performed thereunder or the Specifications accompanying the same shall in any way 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 the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST:

PRINCIPAL BY/TITLE SEAL

Print or type name signed above

WITNESS TO PRINCIPAL ADDRESS

ATTEST:

SURETY BY (ATTORNEY IN FACT) SEAL

Print or type name signed above

WITNESS AS TO SURETY ADDRESS

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