

**PRINCE WILLIAM COUNTY
INVITATION FOR BID No. 99-B-58
JUVENILE DETENTION HOME
MISC. SITE WORK, GRADING AND PAVING**

Interested bidders may pick up bidding documents and plans for non-refundable amount of \$15 from the Prince William County Purchasing Office, 1 County Complex Ct., Prince William, VA. 22192.

MANDATORY Pre-Bid Conference and site visit will be held on June 17, 1999 at 10:00 AM at the site, 14873 Dumfries Rd., Manassas, VA 22110. Sealed bids will be received until 2:00 PM, local time, June 24, 1999 in the Purchasing Office at which time all bids will be opened for public review.

To receive general information concerning this IFB, interested bidders may contact the Purchasing Office at 703-792-6770.

Prince William County shall not discriminate against any person on the basis of race, color, creed, religion, national origin, sex or handicapped status. Prince William Area minority, small and woman owned businesses are encouraged to apply.

CONTRACT AGREEMENT BETWEEN

Owner

and

Contractor

Betty Crocker
1010 Main Street
Triangle, VA 22172

ABC Contractors
1234 Dale Blvd
Woodbridge, VA 22193

and the **Board of County Supervisors of Prince William County, Virginia**, for work generally referred to as Community Development Block Grant Housing Rehabilitation.

The Parties agree as follows:

Article 1. Contract Documents.

This Contract consists of this Agreement, Work Description, General Terms, Conditions and Specifications, Construction Payment Schedule, and any Addenda issued after the execution of this Agreement. All are as fully a part of the Contract as if attached to this Agreement. An enumeration of the Contract Documents is as follows:

- Attachment A -- Work Description;
- Attachment B -- General Terms, Conditions and Specifications;
- Attachment C -- Construction Payment Schedule

Article 2. Scope of Work.

The Contractor shall perform all work as described in Attachment A, Work Description, in accordance with Attachment B and General Specifications. Prior to final payment, Contractor shall furnish Owner, in care of the Office of Housing and Community Development, hereinafter referred to as the County, a satisfactory release of liens or claims for liens by any subcontractors, laborers, or material suppliers for completed work or installed material.

Article 3. Time of Commencement and Completion.

The work to be performed under this Contract shall begin on June 22, 1998. And work shall be satisfactorily completed within 60 days from said starting date.

Article 4. Contract Sum and Payment.

The County, with funds provided by the Community Development Block Grant and with the Owner's written consent, shall pay the Contractor for performance of the work described, in the Contract Sum of Twenty Five Thousand Eight Hundred Sixty Nine dollars (\$25,869.00). This amount is subject to additions and deductions by change order. If the Owner refuses to give written consent for payment and the County's agent has found no fault with the work performed, another County inspector shall examine the work. If the second County inspector finds no fault with the work performed, the County shall pay the contractor and inform the Owner in writing that such payment has been made.

Construction payments will be made in accordance with the attached Construction Payment Schedule. Ten percent (10%) of each draw shall be withheld for a period of 60 days from final payment to verify that there are no defects in either the materials or workmanship, which become apparent during that time. At the end of the 60 day period, provided that no defects in materials or workmanship are discovered, the 10% retainage will be paid to the Contractor.

Article 5. Changes.

No change in the Work Description shall be made by the Contractor without written mutual consent of the Owner and the County. Such changes, including changes in the Contractor's compensation, shall be made in written addenda to this Contract. No extra costs will be paid or changes made if Contractor has neglected to properly evaluate the extent of the rehabilitation work.

Article 6. Insurance and Liability.

Contractor shall procure and maintain \$300,000 combined single limit comprehensive general liability insurance to cover operations and products. Contractor shall furnish evidence of said comprehensive liability coverage. Contractor's workers shall be covered fully under Workers' Compensation Insurance.

The Contractor shall be liable to the Owner for damages sustained by the Owner due to the Contractor's breach of the Contract or due to the Contractor's tortious performance or non-performance of this Contract.

Article 7. Termination of Contract.

This Agreement may be terminated at the convenience of the County whenever it is determined by the County Executive to be in the best interests of the County or the Owner. The Contractor shall receive fair and reasonable compensation for any satisfactory work performed by him up to the time of receipt of written notice of termination. The Contract may also be terminated for failure of the Contractor to perform the contractual obligations under this Agreement.

Article 8. Access to Records

The Director of the Office of Housing and Community Development or his duly authorized agent shall, until the expiration of three years following the final payment under this Contract, have access to examine and copy any pertinent books, records, or papers of the Contractor related to this Agreement.

In the event there is litigation involving this Agreement, right of access, examination and copying of documents, et cetera, shall continue until such litigation has been finally disposed of.

Article 9. Equal Employment Opportunity.

During the performance of the Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
- (b) The Contractor will, in all solicitation and advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

This Agreement is executed this 12th day of June, 1998.

Signature of Contractor

Signature of Home Owner

Signature of Home Owner

ABC Contractors..
Contractor (Firm Name)

Betty Crocker
Owner(s)

**BOARD OF COUNTY SUPERVISORS
OF PRINCE WILLIAM COUNTY**

By: _____
Bill Lake, Community Development Manager
Office of Housing and
Community Development

AML/nto:contract

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

TERMS AND CONDITIONS OF THE CONTRACTOR

The Contractor warrants that:

Qualifications:

The Contractor is qualified to perform the services to be furnished under this Agreement and is permitted by law to perform such service, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform. Attached to this Attachment B is a statement by the Contractor, certified by him to be true and correct, setting forth his technical qualifications, general surveying experience, and other information pertinent to establishing his technical qualifications.

Interest of Contractor and Contractor's Employees:

The Contractor does not have any interest, direct or indirect, present or prospective, in the property which is the subject of this Agreement or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this Agreement, any person having any such interest. The Contractor and any employees of the Contractor, so long as they are employed by the Contractor, before and during the duration of the contract, will not acquire any such interests and will not, for their own account or for other than the Office of Housing and Community Development, negotiate for any property, or perform services in connection with the property.

Equal Employment Opportunity:

During the performance of this Agreement:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Assignment:

The Contractor's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part, but this shall not prohibit the assignment of the proceeds due under this Agreement to a bank or financial institution. This Agreement may be assigned by the Office of Housing and Community Development to any corporation, agency, or instrumentality having authority to accept the assignment.

Subcontracting:

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the Office of Housing and Community Development.

GENERAL SPECIFICATIONS AND CONDITIONS

Section 1. Workmanship:

Workmanship shall be in accordance with generally accepted standards of workmanship and shall comply with applicable codes and their requirements as interpreted by the Office of Housing and Community Development.

All work shall be guaranteed for a period of one (1) year from the date of final acceptance of all work required under this Contract. The Contractor shall furnish the Owner, in care of the Office of Housing and Community Development, all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.

Repairs shall be made to all areas damaged by the Contractor at no additional cost to the Owner. Where repair of an existing item is called for in the job specifications, the item or feature is to be placed in equal or new condition by patching and replacing so that the finished work matches the adjacent work in design and dimension and blends inconspicuously with existing work.

When adjacent property is affected by any work done under the Contract, it shall be the Contractor's responsibility to take whatever precautions are necessary for the protection of that adjacent property.

Section 2. Materials:

Materials shall be new, in good condition, and as specified unless otherwise agreed by the County.

The Owner shall select standard colors or patterns furnished by the Contractor from his source of suppliers, unless specified otherwise.

The Contractor shall not use, or allow to be used, any paint containing more than 5/10 of 1 percent lead by weight (calculated as lead metal) in the total non-volatile content of liquid paints.

Section 3. Contractor's Responsibilities:

The Contractor's duties and responsibilities are as follows:

- a) to secure all required permits and fees;
- b) to be responsible for the acts and omissions of all employees and subcontractors, and, in this regard, to hire qualified, skilled, and, where required, licensed employees and subcontractors;
- c) to verify the location of all underground utilities when and where necessary;
- d) to keep a complete set of General Specifications and job specifications on the job at all times during construction; and
- e) to keep the premises clean and orderly during construction and remove all debris at the completion of work.

The Contractor is not released from this Contract by virtue of any subcontract he may have entered into. Any materials and equipment removed and replaced by the Contractor as part of the specified work belong to the Contractor and must be removed from the premises by him.

Section 4. Owner's Responsibility:

The Owner's duties and responsibilities are as follows:

- a) to cooperated with the Contractor to facilitate performance of the specified work including removal and replacement of personal belongings, furnishings, pets, and other hindrances to work inside, outside, or under the dwelling as necessary;
- b) to permit the Contractor to use, at no cost, light, heat, water, power, and other utilities necessary to complete the work; and
- c) to permit the Contractor's employees and subcontractors to work as directed by the Contractor.

The Owner should direct to the Contractor all questions, comments, and complaints regarding the work of employees and subcontractors.

Section 5. Inspections:

Inspection of the work by authorized inspectors shall be facilitated by the Contractor during normal working hours. All work performed shall be subject to the inspector's approval and acceptance.

aml:attachb

WORK WRITE UP

Homeowner
123 Jay Street
Dale City, VA 22913
555-1212

A. ROOF

Remove all existing shingles and roofing paper on entire roof, including porch. Re-surface roof with minimum #15 felt, followed with minimum 20-year fiberglass shingles. Install vent a ridge sized according to roof size. All flashing at chimneys, valleys, vent a ridge, drip edge, etc. shall be included in bid. Color of roof, flashing, and vent a ridge to be selected by owner from contractor's samples.

B. GUTTERS

Remove all existing guttering. Install new aluminum guttering at the front, rear, and both sides of home. Bid to include down spouts, and splash blocks. Bid to include building out fascia board on left side of home to accommodate new gutters.

C. RAKE/FASCIA/SOFFIT

Remove and install #2 pine or spruce fascia board . Color to be selected by owner from contractor's samples. Cover fascia board and rake with pre-finished aluminum and install pre-finished vented vinyl soffit. Color to be selected by owner from contractor's samples. Bid to further include cutting existing nail heads to accommodate new aluminum at three gable ends. Bid to also include installation of drip edge at roof edges.

D. WINDOWS

Install new double hung vinyl windows with 7/8" insulated glass unit. All windows shall have new main frame and sash shall be vinyl clad. Bid to also include 2 sash locks and screens. Wrap windows with pre-finished aluminum.

Remove and replace the following windows:

Living Room	3 double hung & 1 picture
Family Room	2 double hung
Kitchen	1 double hung
Bathroom	1 double hung
Left Front Bedroom	1 double hung
Left Rear Bedroom	2 double hung
Upper storage	1 double hung
Rear porch	3 double hung
Basement	2 sliders

E. DOORS

Remove and replace exterior doors including jambs and thresholds with colonial metal insulated pre-hung doors with nine lights at family room and no lights at rear porch. Bid shall include new locksets and weather stripping at both locations. Family room bid to include removal of paneling above existing door and new framing to accommodate new door.

Install new metal threshold with vinyl weather-stripping at base of basement door.

Remove and replace door to left rear bedroom. New door to be hollow-core, and complete with hinges, hardware, and doorknob.

Install new vinyl weather-stripping at top and sides of narrow front door. Bid to include installation of felt sweeper at top for additional insulation.

F. REAR STEPS

Build wood handrail at downhill side of front steps. All wood shall be #1 yellow pine, pressure treated ground contact. Handrail to be complete with top and bottom rails and 2" X 2" pickets. All fasteners shall be hot dipped galvanized type.

G. ELECTRICAL

Install a new 200 amp - 110/ 220 Volt single phase electrical service complete with circuit breaker panel box and circuit breakers. Replace service entry, caulk entry to building. Replace all cracked or dried circuit wires.

Certified inspection report by a licensed electrician regarding all electrical components including service, meter, wiring and fixtures shall be made. Included in report shall be exposed wiring, switches, and light bulbs in living areas that are not encased. Certification shall also include cost for corrections.

H. PLUMBING

Kitchen – Replace kitchen sink faucet with new chrome, single-lever faucet "Moen" type or equivalent brand.

Replace water closet in bathroom with a new white 1.6-gallon water closet, including a removable, elevated toilet seat with vinyl coated arm rests on both sides. Bid to include installation of new wax ring and all plumbing hook-ups and connections.

Replace hot water heater with a new electric 40-gallon unit, including discharge pipe. New unit to be located in basement below bathroom. Bid to include all necessary plumbing lines, connections, and carpentry work.

I. FLOORING

Bathroom - Remove existing vinyl floor covering. Install luan coating to existing sub-floor and install new vinyl flooring at same location. Finished flooring shall be roll-goods no wax vinyl at \$15.00 per square yard. Color and style to be selected by owner from contractors samples. Bid to include installation of ¼ round molding at all meeting with walls and aluminum transition strips at all thresholds.

J. FURNACE

Replace existing heating system with energy efficient, gas fired, forced air heating system, AFUE rating 80% or greater. Unit shall be complete with all necessary connections for operation including: fans, blowers, controls and thermostatic controls. Old heating unit to be removed and disposed.

CLEAN-UP

Note: Contractor shall be required to draw all required permits and shall, therefore, be responsible for all required inspections. All work shall meet or exceed U.S.B.C.

All bids shall include clean-up and removal of debris from premises.

GENERAL NOTE:

Contractor is responsible to move all appliances and furniture in connection with scope of work.

BID TALLEY FOR HOUSING REHABILITATION

IFB Number: 99-08

Opening Date: January 5, 1998

Opening Time: 2:00PM

Location: Prince William County
 Office of Housing and Community Development
 Dr. A.J. Ferlazzo Building, Suite 112
 Woodbridge, VA 22191

CONTRACTOR	DATE/TIME BID RECEIVED	PRESENT AT BID OPENING	JONES		

The contractor for each project is selected on the basis of the lowest most reasonable and responsive bid submitted. The homeowner has the option of selecting a alternative contractor if the lowest bid is neither responsive nor reasonable. (CDBG Regulations, 24 CFR Part 570, Section 570.502, "Applicability of Administrative Requests")

PRINCE WILLIAM COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
HOUSING REHABILITATION PROGRAM

CHANGE ORDER

Date: _____
Case # : _____
Change Order #: _____

Homeowner Name and Address:

Description of Change Requested:

Reason for Change:

Additional Days: _____ + Original Days for Completion = Revised Days for Completion _____

Cost of Change: \$ _____ Previous Contract Amount : \$ _____

Credit: Contractor _____ Add: _____
Owner _____ Deduct: _____

Revised Contract Amount: \$ _____

We, the undersigned, have agreed to the above-stated changes and the costs thereof. These changes will now become a part of the final contract and payment schedule.

Homeowner(s): _____ Date: _____

_____ Date: _____

Contractor: _____ Date: _____

CD Specialist: _____ Date: _____

CD Manager: _____ Date: _____

PRINCE WILLIAM COUNTY
CDBG REHABILITATION PROGRAM

FINAL WAIVER OF LIEN

CASE NUMBER _____

STATE OF VIRGINIA COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

_____ for the premises known as _____

_____ of which _____

_____ is the Owner.

The undersigned, for and in consideration of _____ Dollars (\$ _____), and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of _____, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Signature of Contractor
(or sub contractor)

Trade Name of Contractor
(or sub contractor)

WHERE CONTRACTOR IS INCORPORATED, OFFICER OF THE CORPORATION MUST SIGN.

Title (If Officer of Corp. Signs)

Business Address of
Contractor (or Sub C.)

Contractor's License No.
(County or State)

Business Phone Number

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

My commission expires
_____, 19____.

Notary Public

