



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (February 18, 2014), INVITATION TO BID NUMBER (2014037-PW-B), FOR (Bluestone Trail—Butler Street to Port Republic Road), DEPARTMENT (Public Works), DATE/TIME OF CLOSING (March 2, 2014 at 2:30pm local time), CONTRACT ADMINISTRATOR (Thomas Hartman, PE)

MANDATORY PRE-BID MEETING ON FEBRUARY 25, 2014 AT 2:00PM

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addendums shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

By signing this bid, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Public Works Department, 320 East Mosby Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

*This document must be completed & returned with bid submission.

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PROJECT MANUAL
FOR
CITY OF HARRISONBURG, VIRGINIA

BLUESTONE TRAIL SHARED USE PATH
BUTLER STREET TO PORT REPUBLIC ROAD

CITY OF HARRISONBURG, VIRGINIA
DEPARTMENT OF PUBLIC WORKS

February 18, 2014

Prepared by

Department of Public Works
City of Harrisonburg
320 East Mosby Road
Harrisonburg, Virginia 22801

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SECTION 0001
INVITATION TO BIDDERS

1. PROJECT

Bluestone Trail Shared Use Path – Butler Street to Port Republic Road for the City of Harrisonburg, VA

2. DESCRIPTION OF WORK

Construction of a 10' to 14' wide shared use path from Butler Street to Port Republic Road, which includes the construction of segmental block retaining walls, and all associated appurtenances as shown on the Final Plans dated February 18, 2014. Construction shall begin no later than April 1, 2014. Entire project must be completed by December 31, 2014.

3. DOCUMENTS

Bid documents are available for viewing on the internet at www.harrisonburgva.gov/bids-proposals and also on the eVA website at www.eva.virginia.gov . Bid documents are available for purchase at DTS Reprographics 4803 South Valley Pike, Harrisonburg VA, 22801, (540) 433-8373.

4. PRE-BID CONFERENCE

Tuesday, February 25, 2014 at 2:00 PM EST at the Department of Public Works, 320 East Mosby Road, Harrisonburg. Attendance is mandatory and bidder's representative must be present for entire conference. Questions will be received up until February 28, 2014 at 12:00 PM EST and posted on the City's website at www.harrisonburgva.gov/bids-proposals as well as on the eVA website at www.eva.virginia.gov.

5. BID BOND

Bids shall be accompanied by a 5% bid security. Bid bond must be in the form of a cashier's check, certified check or a bid bond issued by a surety.

6. BIDS DUE

Thursday, March 6, 2014 at 2:30 PM EST at the City of Harrisonburg, Department of Public Works, 320 East Mosby Road, Harrisonburg, VA, 22801. Bids will be opened and read publicly.

7. OWNER

City of Harrisonburg, 345 South Main Street, Harrisonburg, VA, 22801

8. CONTRACT ADMINISTRATOR

Thomas Hartman, PE, 320 East Mosby Road, Harrisonburg, VA 22801. Telephone: 540-434-5928. Email: Tom.Hartman@harrisonburgva.gov

SECTION 0100
INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bid documents are available for viewing at the following Harrisonburg locations: Department of Public Works, 320 East Mosby Road, and DTS Reprographics, 4803 South Valley Pike, Harrisonburg VA, 22801, (540) 433-8373.

Bid documents are available for viewing on the internet at www.harrisonburgva.gov/bids-proposals and also on the eVA website at www.eva.virginia.gov.

Bid documents are available for purchase at DTS Reprographics 4803 South Valley Pike, Harrisonburg VA, 22801, (540) 433-8373.

2. BIDDER ELIGIBILITY

A. Bids

Bids will only be accepted from Contractors who are experienced in and actively engaged in the type of construction of the item(s) called for in the bid. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City. Where an installation or assembly is to be performed by a subcontractor, the bidder must name the subcontractor, and the City reserves the right to determine whether the named subcontractor is fit and capable to perform the required work. Bidders and subcontractors must be prequalified with VDOT to be considered responsive bidders on this project. A copy of the bidder's VDOT Certificate of Qualifications must be submitted with the bid documents.

B. Bidders are required under Chapter 11, Title 54, Code of Virginia, to show evidence of certificate of registration before bid may be received and considered.

C. Bidders must certify in the bid form that they are not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.

3. BID FORM AND SUBMISSION

In order to receive consideration, submit bids in accordance with the following:

A. Make bids upon the forms provided herewith, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid.

B. Address bids to the Owner, and deliver to the address specified in the invitation to bid on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the project number(s), the name of the bidder,

Virginia contractor registration number and the date and hour of the bid opening, Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that his bid is received on time. No faxed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids will be returned to the bidder.

- C. Indicate receipt of issued Addenda. All Bidders are cautioned to check at www.harrisonburgva.gov/bids-proposals or at www.eva.virginia.gov to assure that all Addenda have been received and that the cost consequences thereof have been included in the bid.
- D. Although the bid is based upon unit prices, many items are to be priced under lump sum designations. It is the bidder's responsibility to verify the exact scope of work for all items in order to establish a bid price.
- E. The following documents fully completed and signed where appropriate are required for a responsive bid:
 - i) Signed Cover Sheet
 - ii) Bid Form
 - iii) Bid Tab
 - iv) Bid Bond
 - v) Contractor Eligibility and Registration
 - vi) State Corporation Commission Registration
 - vii) Copy of VDOT Certification of Qualifications
 - viii) Insurance Requirements for the City of Harrisonburg
 - ix) Signed Addenda, if applicable

4. BONDS

- A. Bid security in the amount stated in the Invitation to Bid must accompany each bid. The successful bidder's security will not be returned until he has signed the Contract and has furnished the required Certificates of Insurance.
- B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract or until 90 days after bid opening, whichever is sooner. Other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner may retain his bid security as liquidated damages but not as a penalty.
- C. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum, and each on the form provided therefore in the Project Manual. Such Bonds shall be issued by a Surety acceptable to the Owner.

5. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the

Project Manual and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination and knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

6. COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS

Contractor shall comply with Section 0900, Federal and State Requirements. Contract award is subject to verification by Owner that Contractor is not banned from bidding on Federal or State aid projects.

7. MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
- B. Except as provided in 2.2-4330 of the Code of Virginia, no bidder may withdraw his bid for a period of thirty calendar days after the date set for opening thereof, and bids shall be subject to acceptance by Owner during this period. Refusal of acceptance will result in forfeiture of bid security.

8. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies or omissions from any part of the proposed Contract Documents, he shall submit to the Contract Administrator a written request for as outlined in the invitation to bid. The person submitting the request shall be responsible for any other interpretations of the proposed Contract Documents. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at www.harrisingurgva.gov/bids-proposals.

9. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, meeting all specifications, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

10. EXECUTION OF AGREEMENT

- A. The form of the Agreement which the successful bidder will be required to execute is included in the Project Manual.
- B. The bidder to whom the Contract is awarded shall, within ten calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.

- C. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bond and City Business License, as are required by the Owner.
- D. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

11. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. The Agreement includes a stipulation that all Work be completed by a specified date (see section 0501). Liquidated damages will be applied as specified in the current VDOT Road and Bridge Specifications. The contractor is not to begin work until the receipt of the Owner's Notice to Proceed which will be effective upon receipt.

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12. INSURANCE REQUIREMENTS

Insurance Requirements for the City of Harrisonburg

Independent Contractors/Vendors must have the following insurance coverages before beginning work on City premises:

- 1.) The contractor/vendor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. Excess Liability coverage in the amount of \$1,000,000. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
- 2.) The contractor/vendor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- 3.) The contractor/vendor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

RETURN THIS PAGE

13. CITY BUSINESS LICENSE

- A. City of Harrisonburg Business License is required for successful award of this project. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner a copy of their City Business License. Subcontractors are also required to obtain a City Business License. It is the responsibility of the General contractor to notify the subs of this requirement. For information on City Business Licenses contact the Harrisonburg Commissioner of Revenue office at 540-432-7781.

14. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

15. STANDARD SPECIFICATIONS AND STANDARDS

Work in this project shall conform to the latest editions of the Virginia Department of Transportation (VDOT) Road and Bridge specifications, the VDOT road and bridge standards, the Virginia Erosion and Sediment Control handbook, the Virginia Erosion and Sediment Control regulations and the City of Harrisonburg design and construction standards manual. In the event of conflict between any of these standards, specifications or plans, the most stringent shall govern.

16. CONSIDERATION OF PROJECT COMPLEXITIES

- A. In preparing this bid, Contractor shall understand and account in his costs for the complexities involved in administrating the construction required by this Contract. Contractor shall be aware that the project area receives heavy vehicular and pedestrian traffic. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner.
- B. Submission of a bid shall be an affirmation that the Contractor understands these complexities and difficulties associated with this project, that he has included in his bid a sufficient dollar amount to compensate for the additional time and effort these complexities and difficulties will require on his part, and that he understands that the Owner will not accept any claim for time extension or additional costs associated with them.

END INSTRUCTIONS TO BIDDERS

0300 BID FORM



Mr. James Baker
Director
Department of Public Works
320 East Mosby Road
Harrisonburg, Virginia 22801

Dear Sir:

The undersigned, having visited and examined the site and having carefully studied the drawings and project manual for the City of Harrisonburg, Bluestone Trail Shared Use Path – Butler Street to Port Republic Road, hereby proposes to furnish all plant, 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 drawings dated February 18, 2104 and the project manual dated February 18, 2014, together with addenda numbered _____, issued during bidding period and hereby acknowledged subject to the terms and conditions of the Agreement for the following sums of money:

BASE BID PROPOSAL

All labor, material, services and equipment necessary for the completion of the work shown on the Drawings and in the Project Manual and in the Addenda (if issued).

_____ (\$_____)

This bid submitted by (name of firm): _____

It is understood and agreed that the Owner, in protecting his best interests, reserves the right to:

Reject any and all bids, or waive any defects in favor of the City

Or

Accept any bid at the bid price, whereupon the contractor shall furnish equipment and materials as specified.

Contractors shall indicate a unit price for each item listed in the Pay Items Summary which follows. The listed pay items are to contain all necessary costs required for completion of the work. It is understood that all quantities listed below are estimated quantities and the Owner reserves the right to raise, lower or eliminate any quantity or item. Unit prices shall be used in determining partial and full payment.

Pay Item Summary : Bluestone Trail (Butler Street to Port Republic Road)

Submitted By: _____

Date: _____

Line #	Item #	Description	Unit	Est Qty	UNIT PRICE	TOTAL ESTIMATED
1	00100	Mobilization	LS	1		
2	00110	Clearing and Grubbing	LS	1		
3	24265	Traffic Control	LS	1		
4	23560	Temp. Safety Fence	LF	200		
5	24160	Construction Signs	LS	1		
6	24278	Group 2 Chan. Device	DAY	1000		
7	00120	Regular Excavation	LS	1		
8	12020	CG-2 Curb & Gutter	LF	65		
9	12600	CG-6 Curb & Gutter	LF	635		
10	00525	Misc. Concrete A3	CY	2		
11	13108	CG-12 Detectable Warning Surface	SF	120		
12	13220	4" Concrete Sidewalk	SY	100		
13	10128	21-B Stone	TON	550		
14	10642	Asphalt Concrete Ty BM-25.0	TON	50		
15	16335	Asphalt Concrete Ty SM-9.5	TON	170		
16	22645	4' Black Vinyl Chainlink Fence	LF	245		
17	23602	NS Gate W-20' (FE-G)	EA	1		
18	27022	2" Class B Topsoil	AC	0.5		
19	27102	Regular Seed, Lime, Fertilizer	LS	1		
20	01156	15" CMP	LF	13.5		
21	06150	15" ES-2	EA	1		
22	27505	Silt Fence	LF	1250		
23	02092	Drop Inlet Protection	EA	2		
24	85012	Tree Protection	EA	9		
25	56042	2" Conduit (Sch. 40) - For Lighting	LF	300		
26	56200	Trench Excavation ECI-1 - For Lighting	LF	300		
27	55586	JB-S1 - For Lighting	EA	4		
28	85011	Port Republic Road Pedestrian Signal	LS	1		
29	85012	Bollard	EA	2		
30	13815	Segmental Retaining Wall	SF	1208		
31	85011	Concrete Steps (SE-2)	LS	1		
32	25000	Handrail (HR-1)	LF	16		
33	13320	Gaurdail (GR-2)	LF	130		
34	51910	Sawcut Asphalt (Full Depth)	LF	750		
35	12311	6" Asphalt curb	LF	20		
36	27321	Protective Covering EC-2	SY	1110		

TOTAL = _____

0301 BID SECURITY

We are properly equipped to execute work of the character and extent indicated by the bidding documents and so covered by this bid and will enter into agreement for the execution and completion of the work in accordance with the drawings and project manual and this bid; and we further agree that if awarded the contract, we will commence the work on the date stated in the "Notice to Proceed" document and prosecute the work and all obligations by the specified completion dates.

Enclosed herewith is the following security, offered as evidence that the undersigned will enter into agreement for the execution and completion of the work in accordance with the drawings and project manual.

Certified check or Cashier's check for the sum of

\$ _____

Name of Bank

Bidder's Bond in the amount of

\$ _____

Bond issued by

The undersigned further agrees that in case of failure on his part to execute the said agreement within the ten consecutive calendar days after written notice being given on the award of the contract, the monies payable by the security accompanying this bid shall be paid to the City of Harrisonburg, Virginia as liquidated damages for such failure, otherwise, the security accompanying this bid shall be returned to the undersigned.

This bid is subject to acceptance within a period of 30 days from this date.

Respectfully submitted,

Company Name

By _____
Signature of Authorized

Printed Name _____

Date _____

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0302 CONTRACTOR ELIGIBILITY AND REGISTRATION

This is to certify that I (we) are not currently barred from bidding on contracts by any agency of The Commonwealth of Virginia, nor am I (we) a part of any firm/corporation that is currently barred from bidding on contracts by any agency of The Commonwealth of Virginia.

Check one:

_____ I am currently registered as a contractor in the Commonwealth of Virginia.

_____ My registration number is _____

_____ I am currently not required to register as a contractor in the Commonwealth of Virginia per Chapter 11, Title 54 of the Code of Virginia.

Contractor

[SEAL]

Address

Attest

By: _____
Signature

Title

Date

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0303 State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

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0304 NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;
- (2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Title _____

Firm Name _____

CITY OF HARRISONBURG
COMMONWEALTH OF VIRGINIA, to wit:

I, _____, a Notary Public, do certify that
_____ whose name is signed to the foregoing has
this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20__.

My Commission expires _____.

Notary Public

GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City 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 Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 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 a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City

of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the

determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to

transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

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CITY OF HARRISONBURG, VA

NOTICE OF AWARD

Date _____

Name _____

Address _____

Your Bid/Offer Dated _____

In Response To Bid/RFP # _____

To Furnish _____

During the Period _____

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond and other stipulations, if any.

Kurt Hodgen, City Manager

OR

Anne Lewis, Assistant City Manager

For City of Harrisonburg, VA

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0501 AGREEMENT

This AGREEMENT is dated as of the ___ day of _____ in the year 20__ between the City of Harrisonburg, Virginia (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the project titled City of Harrisonburg, Virginia, Bluestone Trail Shared Use Path. The Work is generally described as follows:

Construction of a 10' to 14' wide shared use path from Butler Street to Port Republic Road, which includes the construction of segmental block retaining walls, and all associated appurtenances as shown on the Final Plans dated February 18, 2014. Construction shall begin no later than April 1, 2014. Entire project must be completed by December 31, 2014.

ARTICLE 2. CONTRACT ADMINSTRATOR

This Project has been designed by and administered by the City of Harrisonburg Department of Public Works. The Director of Public Works of Harrisonburg, Virginia, or their designee, is hereinafter called CONTRACT ADMINSTRATOR, will assume all duties and responsibilities and will have the rights and authority assigned to CONTRACT ADMINSTRATOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

3.1 Contract Time shall be a Fixed Completion Date contract, with all work completed on or by December 31, 2014.

3.2 Liquidated Damages shall be in accordance with Section 108 of the VDOT Road and Bridge Specifications.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents such amounts as required by the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Virginia Department of Transportation's Road & Bridge Specifications. Applications for Payment will be processed by CONTRACT ADMINSTRATOR as provided in the Virginia Department of Transportation's Road & Bridge Specifications.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by CONTRACT ADMINISTRATOR, on or about the 15th day of each month during construction as provided below. All Progress Payments will be on the basis of the progress of the Work measured by the schedule of values established in Virginia Department of Transportation's Road & Bridge Specifications.

5.1.1 Prior to completion Progress Payments will be made in an amount equal to:

95% of the Work completed, and

95% of the materials and equipment not incorporated in the Work but delivered and suitably stored less in each case the aggregate of payment previously made.

5.1.2 Upon substantial completion, OWNER shall pay amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amount as CONTRACT ADMINISTRATOR shall determine in accordance with Virginia Department of Transportation's Road & Bridge Specifications.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with the Virginia Department of Transportation's Road & Bridge Specifications, OWNER shall pay the remainder of the Contract Price as recommended by CONTRACT ADMINISTRATOR as provided in said Virginia Department of Transportation's Road & Bridge Specifications.

ARTICLE 6. INTEREST

All monies not paid when due hereunder shall bear interest at maximum rated allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by CONTRACT ADMINISTRATOR in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2. as he

deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examination, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached by reference to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (pages 1 to 5, inclusive)
- 8.2 Performance and Payment bonds
- 8.3 Certificate of Insurance
- 8.4 Notice of Award
- 8.5 Notice to Proceed
- 8.6 Contractor's Affidavit of Release of Liens
- 8.7 Contractor's Affidavit of Payment of Debts and Claims.
- 8.9 Project Manual entitled "Bluestone Trail Shared Use Path – Butler Street to Port Republic Road"
- 8.10 Drawings, entitled "Bluestone Trail Shared Use Path – Butler to Port Republic"
- 8.11 Addenda
- 8.12 Contractor's Bid
- 8.13 Documentation submitted by Contractor prior to Notice of Award.
- 8.14 Any modifications or change orders, duly delivered after execution of Agreement.

All contract documents must be listed in this article. Contract documents may be altered, amended or repealed only as allowed by the Virginia Department of Transportation's Road & Bridge Specifications.

ARTICLE 9. MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are now due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and CONTRACT ADMINISTRATOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by CONTRACT ADMINISTRATOR on their behalf.

This Agreement is effective: _____
Date

OWNER: City of Harrisonburg

CONTRACTOR: _____

Signature _____

Signature _____

Name & Title: Kurt Hodgen, City Manager

Name & Title: _____

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

License No. _____

END OF AGREEMENT

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0502 NOTICE TO PROCEED

DATE: _____

TO: _____

Re: City of Harrisonburg

PROJECT TITLE: _____

PROJECT NO: _____

In accordance with the Contract between the City of Harrisonburg and Contractor you are notified that the Time for Completion under the above Agreement will commence to run on _____, 20 _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract between Owner and Contractor, the Work shall be substantially completed within _____ calendar days from and after the said date, which is _____, 20_____.

Before you may start any Work at the site, the City of Harrisonburg requires that you deliver to the City the Certificates of Insurance which the Contractor is required to purchase and maintain in accordance with the Contract Documents.

By _____
Owner Authorized Signature

Name & Title (Print)

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0800 CONTRACTOR'S APPLICATION FOR PAYMENT

TO (OWNER): _____ PROJECT: _____ APPLICATION NO: _____

PERIOD TO: _____ FROM (CONTRACTOR): _____ CONTRACT DATE: _____

CHANGE ORDER SUMMARY

	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
Total Change Orders Approved Previously	_____	_____
Change Orders Approved This Month	_____	_____
Number _____ Date Approved _____	_____	_____
Number _____ Date Approved _____	_____	_____
Number _____ Date Approved _____	_____	_____
TOTALS	_____	_____
Net change by Change Orders	_____	

1. ORIGINAL CONTRACT SUM..... \$ _____
2. Net change by Change Orders.....\$ _____
3. CONTRACT SUM TO DATE (line 1 + line 2).....\$ _____
4. TOTAL COMPLETED AND STORED TO DATE (column G).....\$ _____
5. RETAINAGE:
 - a. ____% of Completed Work (column D + column E) \$ _____
 - b. ____% of Stored Materials (column F) \$ _____
 - c. TOTAL RETAINAGE (line 5a + line 5b) \$ _____
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5c)\$ _____
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT (line 6 from prior application).....\$ _____
8. CURRENT PAYMENT DUE.....\$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE (line 3 less line 6).....\$ _____

The undersigned contractor hereby swears and under penalty of perjury that (1) all previous progress payments received from the owner on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being Applications for Payment 1 through _____ inclusive; and (2) all materials and equipment incorporated in said project or otherwise listed in or covered by this application for payment are free and clear of all liens, claims, security and encumbrances.

Signature _____ Date _____

Printed name _____

Title _____

County of _____ State of _____

Before me this _____ day of _____, 20____ personally appeared _____ known to me, who being duly sworn, did depose and say that he is the _____ of the contractor above mentioned, that he executed the above application for payment on behalf of said contractor and that all of the statements contained herein are true, correct and complete.

Notary Public _____ Registration Number _____

My commission expires _____

END OF SECTION

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