



December 16, 2022

C. Derrick Patterson
Basic Construction Co. LLC
538 Oyster Point Road
Newport News, VA 23602

Mr. Patterson,

This shall serve as Notice of Award to your company, our Invitation for Bid, IFB #23-4510-133, Route 10 Watermain Extension – Phase I. Your total base bid with alternative of \$1,950,000. is accepted. Please submit the required bonds, agreement, and insurance forms as were in the solicitation.

Once there is final approval to go forward, and we have a fully execute contract, a pre-construction meeting will be set up with the **Director of Utility Services, Mr. Donald Jennings, 757-365-1655 or by email at djennings@iwus.net.**

After successful completion of the pre-construction meeting, we will issue you Notice to Proceed that will include the agreed startup and finish dates for the project, and our purchase order.

Should you have questions please contact me. Congratulations on your selection and we look forward to working with you.

Sincerely,

Erin Wishall

Erin Wishall
Purchasing Agent

Cc: Donald Jennings, Public Utilities Director
Bobby Jones, County Attorney

PERFORMANCE BOND

(CONTRACT DOCUMENT TO BE COMPLETED AT TIME OF AWARD)

Bond No. _____

Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that

_____ of _____, hereinafter called the Contractor and _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto Isle of Wight County, Virginia as Owner, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, 2022, for project location(s) _____ as described in the bid titled, **Route 10 Watermain Extension Phase I , IFB #23-4510-133**, including detailed plans.

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising there under, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed there under, or payment there under before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

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. Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 2022

Robert W. Jones, Jr, County Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

PAYMENT BOND

(CONTRACT DOCUMENT TO BE COMPLETED AT TIME OF AWARD)

Bond No. _____

Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ of _____ hereinafter called the Contractor and _____, a Corporation duly organized and existing under and by virtue of the laws of the State _____, Virginia as the Surety, are held and firmly bound unto Isle of Wight County, Virginia as Owner, in the sum of _____ dollars (\$_____), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, 2022, for the construction of stormwater improvements as described and awarded to the Contractor for project location(s) _____ according to the bid entitled, **Route 10 Watermain Extension Phase I, IFB #23-4510-133**. Detailed drawings are shown and part of the Agreement.

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in connection with the construction of the Work, and all insurance premiums on the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed there under, 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 Documents.

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, all above parties bounded together have executed this instrument this _____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 2022

Robert W. Jones, Jr., County Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

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AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, 2022, by and between the COUNTY OF ISLE OF WIGHT, VIRGINIA, whose principal office is 17090 Monument Circle, Suite 137, Isle of Wight, Virginia 23397, hereinafter called "OWNER", party of the first part, and _____ hereinafter referred to as "CONTRACTOR", party of the second part.

The CONTRACTOR did, on _____, submit a sealed bid to perform the services at _____ stipulated in accordance with plans and specifications prepared by the OWNER entitled for the project location(s) awarded, _____ described, **Route 10 Watermain Extension Phase I, IFB #23-4510-133**. Details are shown on plans, which by reference is made a part hereof.

It is mutually understood and agreed by the parties hereto that the Invitation to Bid inviting Contractors to bid as published, Instructions to Bidder, Schedule of Unit Prices, Bid Form, Bid Bond, Contract Agreement, Hold Harmless Agreement, Certificate of Insurance, Scope of Services and Drawings, all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract, all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

- a. The CONTRACTOR agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made a part hereof in strict compliance with the Contract Documents and Total Bid for a sum of _____ (the "Contract Sum"), subject to adjustment as provided in said documents.
- b. Invoice payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.
- c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the County and the Contractor that any modifications or additions to this agreement shall be made only by the full execution of the County's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to the County's execution of its standard Contract Change

Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by the County.

- d. CONTRACTOR agrees that final completion shall be in accordance with the final completion date on the Notice to Proceed.
- e. The parties agree that damages due to delay in completion of the work are uncertain and not readily capable of ascertainment. Accordingly, if the CONTRACTOR shall fail to complete the work or any part thereof within the time stipulated, or an applicable extension thereof, the CONTRACTOR shall pay to the OWNER as fixed and agreed, liquidated damages for each calendar day of delay until the delayed work is corrected or accepted, an amount of \$1,200 per day. The parties agree that this sum is proportionate to the probable loss and is not a penalty.
 - a) The CONTRACTOR expressly waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

OWNER: County of Isle of Wight, Virginia

By: _____

Randy Keaton, County Administrator

CONTRACTOR:

By: _____

ATTEST:

By: _____

Title: _____

Approved as to form:

Robert W. Jones, Jr., County Attorney