

STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That _____, the Contractor ("Principal") whose principal place of business is located at _____ and _____ ("Surety") are held and firmly bound unto the County of Spotsylvania, Virginia, the Owner ("Obligee") in the amount of _____ Dollars (_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

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

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

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

 - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____.

PRINCIPAL

BY:

(Please sign above and print name below)

TITLE:

ADDRESS:

SURETY (Must be signed by a Virginia Resident Agent of Surety)

BY:

(Please sign above and print name below)

ADDRESS:

PHONE:

BOND NO.:

ADDRESS OF SURETY'S HOME OFFICE:

Approved as to Form:

County Attorney

Date

**STANDARD PERFORMANCE BOND
FOR CONSTRUCTION CONTRACTS**

KNOW ALL MEN BY THESE PRESENT: That _____, the Contractor ("Principal") whose principal place of business is located at _____ and _____ ("Surety") are held and firmly bound unto the County of Spotsylvania, Virginia, the Owner ("Obligee") in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

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

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

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

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

Signed and sealed this _____ day of _____, _____.

PRINCIPAL

BY:

(Please sign above and print name below)

TITLE:

ADDRESS:

SURETY (Must be signed by a Virginia Resident Agent of Surety)

BY:

(Please sign above and print name below)

ADDRESS: _____

PHONE:

BOND NO.:

ADDRESS OF SURETY'S HOME OFFICE:

Approved as to Form:

County Attorney

Date

CONSTRUCTION CONTRACT
CHANGE ORDER JUSTIFICATION

Project Title:

Change Order Number:

Date:

Contractor:

Amount of Change Order: \$

Change in Time for Completion: _____ Calendar Days

1. Reason for Change Order:
 ___ Unforeseen site conditions
 ___ Existing building or utility conditions not as shown
 ___ Change in Owner requirements
 ___ Substitution/alternate method
 ___ Item not shown or specified
 ___ Conflict/discrepancy in requirements
 ___ Other (describe)

2. Description of work involved:

3. Explanation of why work and/or time extension is required:

4. Why was this work not required by contract documents or addenda prior to bidding?

5. Cost Justification:

6. Is this change order required in whole, or in part, because of a design error or omission?
 If so, outline the proposed cost sharing, if any, by the responsible design professional.

Signature _____
Project Manager
County of Spotsylvania

CONTRACT CHANGE ORDER

Change Order Number: _____ Date: _____

PROJECT DESCRIPTION

Project Title: _____

CHANGE DESCRIPTION

TO: _____

Gentlemen:

Under your contract dated _____ for work at _____ you are hereby authorized to make the following changes:

This Change Order will (add to or deduct from) the Contract Price, in accordance with the Contract Documents, the sum of _____ /100 dollars (\$ _____). There will be an extension of _____ days for contract completion. The contract completion date was _____ and will now be _____. By signing this Change Order, the Contractor agrees to release and waive any and all claims related to this Change Order.

(Failure to include a change to time shall waive any change to the time allowed by the Contract for completion of the Work unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the change order. Such determination may not be postponed more than 45 days from date of approval of this change order by the Owner.)

CONTRACT COST SUMMARY

<u>AMOUNT OF ORIGINAL CONTRACT</u>	<u>TOTAL ADDITIONS</u>	<u>TOTAL DEDUCTIONS</u>	<u>AMOUNT OF CONTRACT TO DATE</u>
\$ _____	+ \$ _____	- \$ _____	= \$ _____

CHANGE AUTHORIZATION

Issued By: _____ Architect/Engineer _____ Date _____	Approved By: _____ County of Spotsylvania, Virginia _____ Date _____
Accepted By: _____ Contractor _____ Date _____	

INSTRUCTION FOR FILLING OUT FORM SC-11

CHANGE ORDER #: Enter the appropriate change order number.
Numbers will be assigned sequentially starting with one (1).

DATE: Enter the date the form is filled out.

PROJECT DESCRIPTION SECTION

PROJECT TITLE: Enter the descriptive name of the project.

CHANGE DESCRIPTION SECTION

TO: Enter the business name and address of the contractor.

After "Under your contract dated" Enter the date from the signed Form SC-9, Contract Between Owner and Contractor.

After "for work at" Enter the location of the project.

After "... the following changes:" Enter a written description of the changes to the contract.

After "This Change Order will" Enter either "add to" or "deduct from"

After "... the sum of" Enter the written dollar amount of the change order, followed by the numerical amount.

After "... an extension of" Enter the number of additional days granted for this change order. If there is no time extension, enter "0".

After "... completion date was" Enter the completion determined from Form SC-9, the Notice to Proceed, or the latest change order, as appropriate.

After "... and will now be" Enter the new completion date based on the additional days allowed. If no additional days were allowed, enter the previous completion date.

CONTRACT COST SUMMARY SECTION

AMOUNT OF ORIGINAL CONTRACT Enter the contract amount shown on Form SC-9, Contract Between Owner and Contractor.

TOTAL ADDITIONS Enter the sum of all approved change orders that increased the Contract Price, including this change order.

TOTAL DEDUCTIONS Enter the sum of all approved change orders that decreased the Contract Price, including this change order.

AMOUNT OF CONTRACT TO DATE Enter the net amount of the contract to date =
Amount of Original Contract + Total Additions - Total Deductions

CHANGE AUTHORIZATION SECTION

ISSUED BY: The A/E signs and dates the form.

ACCEPTED BY: The Contractor signs and dates the form.

APPROVED BY: The Owner (County of Spotsylvania, Virginia).

AFFIDAVIT OF PAYMENT OF CLAIMS

By:

This day _____ personally appeared before me,
_____, a Notary Public in and for the City/County
of _____ and, being by me
first duly sworn, states that all subcontractors and suppliers of labor and materials have been paid all
sums due them for work performed or materials furnished in the performance of the Contract
between the County of Spotsylvania, Virginia, Owner, and
_____, Contractor, dated _____, for the construction
of _____
_____ or arrangements have been made by the Contractor satisfactory to such subcontractors and
suppliers with respect to payments of such sums as may be due them by the Contractor.

(Typed Contractor Name)

By:

(Typed Name & Title of Person Signing)

Subscribed and sworn to before me this _____ day of _____.

My commission expires on the _____ day of _____.

Notary Public

ARCHITECT/ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE:

County of Spotsylvania, Virginia,
c/o Capital Projects Management
9104 Courthouse Road
Spotsylvania, VA 22553

PROJECT TITLE:

In accordance with the requirements of the Contract Between the Owner and the Architect/Engineer and based upon the knowledge gained in the performance of the architectural/engineering services provided in said Contract and the reports of the Owner's Inspection and Testing entities, the undersigned Architect/Engineer states that the following portions of the project named above are substantially complete in accordance with the requirements of the Contract Documents and are recommended for occupancy:

All applicable tests, certificates and regulatory inspections required by the latest edition of the Virginia Uniform Statewide Building Code, which was the basis of the design of the project, have been performed with respect to the substantially completed portions of the project and the Owner has been provided with a copy of each report, except for the following:

A tentative list of unfinished Work and defective Work, referred to as the "punch list", is attached hereto. The list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of the above date of Substantial Completion.

(Typed A/E Firm Name)

By:

(Signature in ink)

(Typed Name & Title of Person Signing)

CERTIFICATE OF PARTIAL OR SUBSTANTIAL COMPLETION BY CONTRACTOR

DATE: _____

County of Spotsylvania, Virginia,
c/o Capital Projects Management
9104 Courthouse Road
Spotsylvania, VA 22553

PROJECT TITLE: _____

In accordance with the requirements of the Agreement between the Owner and the Contractor, the undersigned Contractor hereby states that portions of the above named project are substantially completed in accordance with the requirements of the Contract Documents as modified by approved change orders. Those portions of the project now substantially complete are:

All applicable tests, certificates and regulatory inspections required by the Virginia Uniform Statewide Building Code and the Contract Documents have been performed with respect to the substantially completed portions of the project and the Owner has been provided with a copy of each report.

As-built marked up prints of the substantially completed portions of the project have been provided to the Architect/Engineer as required by the Contract Documents.

The Owner has been provided with a copy of all warranties and guarantees, including the starting date(s) of all warranties and guarantees, written and unwritten, required by the Contract Documents with respect to the completed portions of the project, except as follows:

All training, operating instructions and maintenance manuals required by the Contract Documents have been provided to the Owner, except as follows:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

(Typed Contractor Name)

By:

(Typed Name & Title of Person Signing)

CERTIFICATE OF COMPLETION BY CONTRACTOR

DATE: _____

County of Spotsylvania, Virginia,
c/o Capital Projects Management
9104 Courthouse Road
Spotsylvania, VA 22553

PROJECT TITLE: _____

In accordance with the requirements of the Contract Between Owner and Contractor (Form SC-9) the undersigned Contractor hereby states that the above named project has been fully completed in accordance with the requirements of the Contract Documents as modified by approved change orders.

All applicable tests, certificates and regulatory inspections required by the Virginia Uniform Statewide building Code and the Contract Documents have been performed with respect to the completed project and the Owner has been provided with a copy of each report.

As-built marked up prints of the completed project have been provided to the Architect/Engineer as required by the Contract Documents.

The Owner has been provided with a copy of all warranties and guarantees, including the starting date(s) of all warranties and guarantees, written and unwritten, required by the Contract Documents.

All training, operating instructions and maintenance manuals required by the Contract Documents have been provided to the Owner.

(Typed Contractor Name)

By:

(Typed Name & Title of Person Signing)

Copy: A/E

**CERTIFICATE OF COMPLETION BY ARCHITECT/ENGINEER
or PROJECT MANAGER**

Date:

TO: County of Spotsylvania, Virginia,
c/o Capital Projects Management
9104 Courthouse Road
Spotsylvania, VA 22553

PROJECT TITLE:
PROJECT NO:
INSTITUTION/AGENCY:
ADDRESS:

In accordance with the requirements of the Contract Between Owner and Architect / Engineer for Professional Services (Form CO-3) or the Contract Between Owner and Project Manager and based upon the knowledge gained in the performance of the services required in said Agreement, the undersigned hereby states that the above named project was fully completed in accordance with the requirements of the Contract Documents on _____
(date)

All applicable tests, certificates and regulatory inspections required by the _____ edition of the Virginia Uniform Statewide Building Code, which was the basis of the design of the project, have been performed and the Owner has been provided with a copy of each report. A copy of the Final Report of Structural & Special Inspections (Form CO-13.1b) is attached to this certificate. All deficiencies noted during the inspection have been corrected or resolved.

The handicapped standards required by Chapter 7 of the applicable A/E Manual, as revised, have been met.

The Owner has been provided with a copy of all warranties and guarantees, including the starting date(s) of all warranties and guarantees, written and unwritten, required by the Contract Documents.

(Typed Firm Name)

By:

(Typed Name & Title)

Attachments:
Final Report of Structural & Special Inspections (Form CO-13.1b)