



REQUEST FOR PROPOSAL

Town of Warsaw Request for Farmers Market / Amphitheater Architectural & Engineering Services

Date of Issuance: 6/18/2019

Date Proposal Due: 07/31/2019

Sealed Proposals will be received until 2:00 PM on Wednesday, July 31, 2019 for furnishing the professional services described herein. Late, facsimile, and/or electronic proposals will **not** be accepted.

All project inquiries shall be directed to Joseph Quesenberry, Town Manager, at the following:

Joseph N. Quesenberry, Town Manager
78 Belle Ville Lane, Warsaw, Virginia 22572
(804) 333-3737

jquesenberry@town.warsaw.va.us

All correspondence and submittals shall be mailed or delivered in a sealed envelope to Julia Blackley - Rice, Clerk & Treasurer, at the following:

Julia Blackley -Rice, Clerk & Treasurer
78 Belle Ville Lane, Warsaw, Virginia 22572
RFP: Farmers Market / Amphitheater

Table of Contents

1. Antidiscrimination Policy
2. General Information
 - A. Purpose of the Request
 - B. Contract Terms
 - C. Competition Intended
 - D. Pre-Proposal Meeting – Site Visit
 - E. Scope of Services
 - F. Qualification Requirements
 - G. Project Schedule
 - H. Questions Regarding the Project
 - I. Award of Agreement
 - J. Termination
 - K. Contractual Disputes
 - L. Severability
 - M. Emergency Order
3. Proposal Requirements
 - A. Effect of Proposal Submission
 - B. Due Date and Copies Returned
 - C. Conflicts of Interest
 - D. Collusion
 - E. Ownership
 - F. Confidentiality
 - G. Submittal Contents
 - H. Proposal Format Instructions
4. Selection of a Contractor
 - A. Approving Authority
 - B. Selection Committee
 - C. Interview
 - D. Basis of Award
 - E. Evaluation Criteria
 - F. Ownership of Documents
 - G. Prime Contractor
 - H. Contract Development
 - I. Standard Contract for Professional Services
 - J. Notice to Proceed
 - K. Acceptance, Invoicing, and Payment
 - L. Insurance
 - M. Certification of Authority to Transact Business in Virginia
 - N. Attachments

1. Antidiscrimination Policy

The Town of Warsaw does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310, nor against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Manager as soon as possible.

2. General Information

A. Purpose of the Request

The Town of Warsaw, hereinafter will be referred to as “The Town”, a political subdivision of the Commonwealth of Virginia, desires to engage the services of a qualified firm to provide professional architectural and engineering services to design the proposed Warsaw Farmers Market & Amphitheater. The facility is a multi-purpose venue that will host a weekly farmer’s market and a regional amphitheater that will host small concerts, graduations, outdoor plays and events. No seating is to be provided as the gentle sloping terrain shall suffice for these purposes.

The facility will be designed with a small restroom on either side. Design work should pay homage to our 400 year old history while keeping costs to a minimum. Reflections of life in Coastal Virginia and of our storied history should be reflected within the overall design work.

The location of the facility will be at the former Gannon property located at 5972 Richmond Road, Warsaw, Virginia 22572. Site work is underway for a 1.14 acre stormwater pond with a 25’ LED fountain. The pad for the new facility will consist of approximately 2/3 land and 1/3 water. Pilings will be utilized to project the remainder of the facility into the water. The side of the structure facing the water will have a small area designed to be a future micro dining establishment. A small pier to tie 4-5 paddle boats may also be incorporated.

The final vision for the facility will be a successful farmers market hosting a variety of fresh produce for all socio-economic backgrounds, local musical talents and local plays, along with a small space for a potential future restaurant space. A rendering by LPDA (Land Planning Design Associates) that was included within our Master Plan has been attached for illustration purposes only.

Project Budget - \$275,000

This Request for Proposal (RFP) is part of a competitive procurement process that allows the Town to obtain the best value and to provide interested Offerors a fair opportunity for their services and capabilities to be duly considered.

The contents of the proposal submitted by the successful Offeror, this RFP, and all modifications made thereof, will become part of any contract awarded as a result of this solicitation.

For ease of reference, each individual/organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".

Firms with design – build capabilities are also encouraged to apply.

B. Background

The Town of Warsaw is located in the heart of Virginia's Historic Northern Neck Region, an hour east of Richmond and an hour south of Fredericksburg. Warsaw serves as the County Seat for Richmond County and is the second largest Town in the Northern Neck at 1,550 residents. The Town was founded in 1730 and consists of 3 square miles, all land. The Town is only minutes from the beautiful Rappahannock River and sits at the crossroads of Route 3 and Route 360, the two largest volume roads in the Region. Please visit <http://www.townofwarsaw.com> for more information.

C. Contract Term

The Offeror shall include a proposed contract time in the proposal submission; the contract time will be one of the evaluation factors.

D. Competition Intended

It is the Town's intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the Town's Procurement Manager in writing if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be received by the Procurement Manager not later than 2:00 PM on Monday, July 1st, 2019.

E. Pre-Proposal Meeting

A pre-proposal meeting will be held for this project. The Town has scheduled one (1) date/time when interested parties can visit the Town Office and review any available documents. Site visits may be conducted on the following date(s):

Wednesday, July 10th, 2019 at 10:00 A.M.

Interested parties shall assemble in the entrance of the Town's lobby, located at 78 Belle Ville Lane, Warsaw Va. Questions may be answered during the site visits; however, all other questions must be submitted in writing and sent directly to the Procurement Manager/Clerk.

F. Scope of Services

The Town is seeking architectural and engineering services to create construction plans for a new mixed-use facility – The Warsaw Farmers Market & Amphitheater. The location of the facility will be at the former Gannon property located at 5972 Richmond Road, Warsaw, Virginia 22572.

Site work is underway for a 1.15 acre stormwater pond with a 25' LED fountain. The pad for the new facility will consist of approximately 2/3 land and 1/3 water. Pilings will be utilized to project the remainder of the facility into the water. The side of the structure facing the water will have a small area designed to be a future micro dining establishment. A small pier to tie 4-5 paddle boats may also be incorporated.

The scope shall contain construction plans that are based on the latest developments of farmer's market/ amphitheater design. Assistance with the review of bids and selection of construction company. • Oversight and inspections during construction and approval of the completed project for acceptance. • Participation in the permitting processes. • Compliance with Americans with Disabilities Act requirements and similar requirements.

G. Qualification Requirements

Qualification requirements for all contracts shall include, but not be limited to, the following:

- A. Registered to perform engineering and architectural services in the Commonwealth of Virginia with in-house design capabilities.
- B. Thorough and extensive experience in community facility design and implementation.

C. Thorough and extensive experience with waterfront / piling design and layout.
D. Familiarity with local, state and federal standards, and regulations applicable to this project.

E. Available resources to perform the work in a timely manner. All individuals/firms submitting proposals must be authorized as required by law to transact business in the Commonwealth. The Offeror's Authorization to Transact Business in the Commonwealth number (SCC #) issued by the Commonwealth of Virginia State Corporation Commission shall be noted on Page 1 of this RFP and included with the proposal submission. Proposals submitted without proof of Authorization, or without a noted exemption from the Virginia State requirement will be rejected. All Authorization to Transact Business in the Commonwealth numbers and exemptions will be confirmed by the Procurement Manager prior to proposal distribution.

H. Project Schedule

Offeror shall include a proposed project schedule for performing the work specified in this RFP with his/her proposal. This may be a factor in the award decision.

I. Questions Regarding The Project

Questions concerning general and/or technical details of the scope of work, or this RFP, shall be submitted in writing (email, fax, USPS, or delivery service) to: Joseph N. Quesenberry, Town Manager, Town of Warsaw. 78 Belle Ville Lane, Warsaw, Va. 22572.

Telephone 804-333-3737, Fax 804-333- 3104. Email: jquesenberry@town.warsaw.va.us.

Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting the Town's staff other than the Office of the Procurement Manager. If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only.

Offerors are cautioned that any written, electronic, or oral representations made by any representative or other person, that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Manager. Potential Offerors are required to submit any and all questions in writing directly to the Town's Procurement Manager at the address referenced above. No questions

Written responses, including the questions, will be provided to all Offerors via an official Addendum.

J. Award of Agreement

The Town, in its sole opinion, reserves the right to reject any or all proposals, to waive informalities and to negotiate an Agreement with the selected Offerors. The Town reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

K. Termination

Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the Contractor. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the Town until said work, goods, or services are completed and accepted.

A. Termination for Convenience: The Town may terminate the resulting Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause: In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds: If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

L. Contractual Disputes

The Contractor shall give written notice to the Town Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Town Manager by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the plans. If the claim is not

disposed of by agreement, the Procurement Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town's receipt of the claim.

The Town Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his/her designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

M. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (Agreement) but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

N. Emergency Order

In the event of an emergency, the Town reserves the right to order the contracted services or supplies from other sources which could provided a faster delivery time.

3. Proposed Requirements

A. Effect of Proposal Submission

All information requested, and the requirements of this RFP, must be supplied in writing in order for the Town to consider the proposal complete. Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have the right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

B. Due Date and Copies Returned

Proposals will be received until 2:00 PM local prevailing time, as per the Official Purchasing Timeclock, on July 31st, 2019. Proposals must be received by the Procurement Office prior to, or by the date/time noted above. The Town will not accept proposals after that date and time.

Proposals received in the Procurement Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror. It shall be the Offeror's responsibility to ensure his/her proposal has been received by the Finance Department/Purchasing Office on or before the deadline published above.

The Town is not responsible for delays in the Postal service or other methods of delivery. Offerors shall submit five (5) copies of their technical proposals with one marked "Original," along with one (1) USB Drive with the same information. Each copy of the proposal shall be bound or contained in a single volume where practical. Offerors shall deliver sealed proposals to:

Town of Warsaw Attn: Procurement Manager, 78 Belle Ville Lane, Warsaw, Va. 22572. No other proposal distributions by the Offeror shall be permitted.

C. Conflicts of Interest

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, "the Virginia Conflicts of Interest Act". No member of the Town, Richmond County Board of Supervisors, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by Virginia Code.

D. Collusion

All submitted proposals shall be made without collusion or fraud. This includes a prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

E. Ownership

The Town requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

F. Confidentiality

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act –FOIA- § 2.2-3700 et. seq. of the Code of Virginia.) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed.

Proprietary information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

G. Submittal Contents

Offerors shall submit five (5) copies of their Proposal (Statements of Interest and Qualifications with one marked “Original.” Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the Offeror’s capabilities to provide the required services. Each Offeror’s proposal shall be organized in the sequence outlined in Section 2.7 of this RFP.

- A. Project team overview: The overview shall include a description of the personnel and consultant(s), if any, to be assigned to the project, their duties and the office location of personnel and consultants. The project team overview shall indicate the office location where management of the project will occur and the location from which the majority of the staff resources will be provided.
- B. Brief resumes of key personnel for the Architectural/Engineering firm and the consultant(s) to be assigned to the project.
- C. Organizational chart. The project team organizational chart shall indicate the project manager.
- D. Description of the firm’s capabilities and any other consultant’s capabilities (maximum of three [3] pages).

E. Recent relevant projects performed by individuals who will be assigned to work this project, with project locations, project photos, and original and final construction costs; and, names, titles and phone numbers of contact persons. Include at least three (3) municipal references.

F. Demonstrated capacity as Project Managers, effectively controlling project costs and accomplishing work in a timely manner. Describe the organizational structure and project approach that will be used to manage and design projects. The proposal content shall not exceed forty (40) pages. A letter from each proposed sub-consultant committing to work on the project team shall also be submitted with the proposal (these letters will not count towards the forty (40) page limit). All proposals shall be signed by an officer or employee authorized to bind the firm contractually. Page 1 of this RFP must be completed and submitted with your proposal.

H. Proposal Format Instructions

The Town is not responsible for failure to locate, consider and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the Town's proposal submittal guidelines listed below may be excluded from the evaluation process.

In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

A. Page 1 of this RFP: Page 1 of this RFP must be completed, signed by an authorized representative of the company, and included with the proposal.

B. Cover Letter: The cover letter shall confirm the Offeror's understanding of this RFP, and has a general understanding of the work. The cover letter shall also clearly identify the work the submission is for.

4. Selection of a Contractor

A. Approving Authority

The approving authority for this RFP is The Town of Warsaw, Va.

B. Selection Committee

The Town will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the Warsaw Town Council.

C. Interview

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors **may** be invited by the Town Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror.

There is no specified number of Offerors that may be selected for interview. Interviews will be conducted in a location selected by the Town as provided by law. Presentations by the selected Offerors during the interviews shall not exceed forty-five (45) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

D. Basis of Award

The Selection Committee will base its award recommendation on the “Evaluation Criteria” set forth in this RFP. The Award will be made to the responsible Offeror whose proposal, interview, and resulting contract conforms to this solicitation and is most advantageous to the Town. If the Town is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to the Town can be made. Should the Town determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

E. Evaluation Criteria

The Selection Committee will base its initial and final evaluation on the following criteria and corresponding points scale:

- Follow Submittal and Evaluation Criteria: 40
- Firm and Project Team credentials, qualifications and experience: 30

- Project understanding/proposed project and project management approach/overall quality of proposal: 40
- Time to perform work and ability to control project costs: 30
- Representative Projects and References: 60
- TOTAL POINTS - 200

The Town's Procurement Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

F. Ownership of Documents

The Offeror shall provide the Town with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the Town's word processing and AutoCAD hardware and software. All documents, including computer disks, submitted in response to this solicitation shall become the property of the Town. All documents, including computer disks, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract shall become the property of the Town upon final payment of all fees to the Contractor as forth for in the contract.

G. Prime Contractor

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for the Town with regard to all contractual responsibilities.

H. Contract Development

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, the Town reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, the Town may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract. The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto shall constitute the whole

agreement between the parties. If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

I. Standard Contract for Professional Services

Absent legal requirements, the award will be governed by the “Standard Professional Services Agreement” for this work. A sample Agreement is attached to this RFP as “Attachment A”. Specific obligations of each party will be identified in the executed contract.

J. Notice to Proceed

A Notice to Proceed will be enclosed with the resulting contract. A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued, the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals. However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

K. Acceptance, Invoicing, and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the product or service is approved as acceptable by the Town. The Contractor shall submit invoices detailing the services performed and completed to the Town. The invoice submittal shall provide sufficient information to justify the invoiced amount.

Invoices that, in the Town’s sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor. The Contractor’s invoice shall cite the appropriate Town purchase order and contract numbers. The Town will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by the Town.

L. Insurance

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.

B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the Town's Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to the Town shall have the corresponding Contract/Agreement number noted on them.

C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:

1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.

2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of the Town, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.

3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In

addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.

4) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town's Procurement Manager before a contract is executed and any work is started.

D. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to the Town on request.

E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to the Town's Procurement Manager. The Contractor shall furnish the Town's Procurement Manager a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town's Procurement Manager.

F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the Town shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

G. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.

H. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that 20 RFP # 10252016-1400 would preclude the Town from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.

I. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

K. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

L. The Town of Warsaw shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

M. Certification of Authority to Transact Business in Virginia

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. If your authority to transact business is revoked or cancelled at any time during the term of this contract the County may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code:
Yes/No (Circle one)

CONTRACTOR'S identification number issued by the SCC:

If you assert that your entity is not required to have such state authorization, state your exception/exemption:
