

**CONTRACT FOR COURTHOUSE DRAINAGE PROJECT 2026
GREENBRIER COUNTY COURTHOUSE**

Owner:

THE GREENBRIER COUNTY COMMISSION
912 Court Street N
Lewisburg, WV 24901

Contractor:

Contractor Name
Contractor Address
Contractor Address

Engineer:

TERRADON
Kristin McClung
867 North Court Street
Lewisburg, WV 24901

ARTICLE 1: GENERAL PROVISIONS

1.1. Contract Documents. Contract Documents shall include this Agreement, the Request for Proposals RFP Number ; the Scope of Work; Engineer's Drawings C1 and C2; Addendum to Vendor's Standard Contractual Terms; ARPA Addendum and bid submissions of Contractor, all of which form the Contract, and are as fully part of this Contract as if attached to this Agreement or repeated herein, however, where information conflicts, the more specific job description and Addendum control. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, whether written or oral.

1.2. Contract Sum. The Contract Sum, _____
(\$ _____) dollars. The Contract Sum shall be inclusive of all labor, materials, specified equipment, tools, equipment, taxes, costs of mobilization, storage, disposal and applicable permit fees.

1.3. The Contractor shall fully execute the Work described in the Contract Documents, except as specifically enumerated to be the responsibility of others.

1.3.1 Date of Commencement and Substantial Completion. The date of Commencement shall be a date set forth in a notice to proceed issued by the Owner.

1.3.2 The Contract Time for completion of the Work shall be measured from the date of commencement of the Work and shall be _____ days from commencement of the work, unless extended by mutual agreement of the parties for weather or material delays, which shall be documented in writing.

1.4. Change Orders. Changes in the Work shall be accomplished by Change Order, the terms of which shall identify the change in Work, and shall include adjustments, if any, to the Contract Time and the Contract Sum. Change Orders shall be in writing on the form provided by Owner and effective upon agreement by both the Owner and Contractor.

1.5. Prevailing Wage: The Contract Sum does not include the payment of prevailing wages under the Davis-Bacon Act or other law. Should circumstances change such that the imposition of prevailing wage becomes necessary, a change to the Contract Sum may be accomplished by mutually agreed Change Order to account for any adjustment to labor costs as bid by Contractor.

1.6. Progress Payments. Progress payments on account of the Contract Sum shall be made by owner to the Contractor upon presentment of Applications for Payment showing the percentage completion of the work, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by owner, suitably stored offsite at a location agreed to in writing. Owner may require engineer's verification of percentage completion prior to payment. The amount of each progress payment shall be reduced by a retainage of 10% until closeout of the project.

1.7 Construction Meetings. Contractor shall facilitate a weekly Construction Meeting with Owner and Owner's representative to provide any updates to the Work Schedule. The frequency of Construction Meetings may be changed upon mutual agreement of Contractor and Owner.

1.8 Final Payment. Final payment, constituting the entire unpaid balance of the contract sum shall be made by the owner to the contractor when the final work is accepted by Owner, all warranties delivered, subcontractor payment releases delivered and contractor has otherwise fully performed the Contract. Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made. Contractor shall provide a certified drug-free workplace report at the conclusion of the Work, which shall be received before final payment is requested.

1.9 Progress and Completion. The time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the work, including weather delays.

1.10 Labor Warranty. If within two years after the date of completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents or to be

otherwise deficient, the Contractor shall correct the deficiency promptly after receiving notice from the Owner of such need for correction.

1.11 Product Warranty. Warranties shall include a manufacturer's warranty on the sump pump provided by Contractor.

1.12 Surety. The Contractor shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located. The Performance and Payment Bonds shall be in the amount of the Contract Sum. The Bonds shall be written on the form attached hereto, which shall be delivered to Owner not later than three days following the date of execution of this contract.

1.13 Subcontractors. Any Work to be subcontracted is required to be approved in advance by Owner (Subcontractors). Payments received by Contractor for work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

1.14 Taxes. The Contractor shall pay all applicable use and local business and occupation taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded. Owner is a tax exempt entity and Contractor shall not include in bid or invoice for sales taxes.

1.15 Permits, Fees, Notices and Compliance with Laws. Unless otherwise provided in the Contract Documents, the Contractor shall apply for a county building permit (at no cost) and any other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time of execution of this Contract. Work shall be inspected by the engineer and inspection reports provided to Owner with corresponding pay application.

1.16 Drug Free Workplace. The Contractor must, at all times during the term of this Contract, comply with West Virginia Code §21-1D-1 *et seq.*, which requires the Contractor to, among other things, verify that it maintains a drug free workplace in accordance with West Virginia Code §21-1D-5, by executing the Drugfree Workplace Conformance Affidavit, maintaining a clearly legible copy of the Contractor's written drug-free workplace policy at the job site, and providing a certified report to the Owner as required by chapter 21, article 1D of the West Virginia Code.

ARTICLE 2. WORK TO BE COMPLETED BY CONTRACTOR:

2.1 Review of Contract Documents and Field Conditions. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated with personal observations with requirements of the Contract Documents.

2.2 The Contractor shall supervise and direct the Work, using the contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portion of the Work under the Contract.

2.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

2.4 The Contractor shall supply all labor, materials, tools, equipment for the Work. All construction and materials shall be in accordance with the engineer's design and materials as specified in the RFP and Scope of Work documents issued in connection with the Work.

2.5 Delays. Owner shall be notified within one working day of all delays caused by material delivery delays or weather delays. An extension of Contract Time may be made by Owner only upon written documentation by Contractor of any delay beyond the control or foresight of the Contractor, and upon substantiation by Owner and/or Engineer on Owner's behalf.

2.6 Mobilization. Contractor will mobilize equipment, materials and job site office (if planned) with no less than 5 business days prior notice of arrival to Owner. Owner shall, in consultation with Contractor, identify a laydown area for equipment, materials and job site office, if needed. Contractor shall secure laydown area.

2.7 Noise and Disruption: The areas of the Courthouse where the Work is to be performed will remain open during the project for court operations during regular hours from 8:00 am until 4:30 p.m. Monday through Friday. Courtroom operations must not be disturbed by the Work, which may become necessary to be performed outside of normal business hours and otherwise require the employment of measures to minimize disruption to court operations. Any work performed outside of standard hours of work shall be approved in advance and will not entitle the Contractor to additional compensation.

2.8 Worksite Maintenance: The worksite shall be kept clean and free of dirt and debris; Contractor shall take measures to minimize the incursion into building interior of dirt or debris caused by the Work. All appropriate measures shall be taken by Contractor to prevent damage to the building.

2.9 Protection of Persons and Property.

2.9.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: The public, contractor's employees and other persons who may be affected thereby; and Owner's property at the site or adjacent

thereto, such as trees, shrubs, lawns, fences, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

2.9.2 The Contractor shall coordinate any necessary road and sidewalk closures with the City of Lewisburg and provide any required or appropriate safety barriers.

2.9.3 Contractor shall comply with, and give notices required by all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury or loss.

2.9.4 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including but not limited to, providing notice of safety issues to persons in the Courthouse, posting danger signs and other warnings necessary for safe execution of the Work. The Contractor shall exercise the utmost care and carry on such activities under supervision of properly qualified personnel.

2.9.5 The Contractor shall designate a responsible member of the Contractor's organization at the jobsite whose duty it shall be the prevention of accidents. The person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

SECTION 3: DISPOSAL OF DEBRIS AND CLEAN UP

3.1 Contractor shall be responsible for the removal and proper disposal of all construction debris and shall, to the greatest extent practicable, maintain a debris free worksite.

3.2 Before submission of final pay application, Contractor shall restore all areas of the worksite to their original condition, including all plant materials, sidewalks and any other areas disturbed by completion of the project.

ARTICLE 3: GENERAL

3.1 The Contractor shall immediately notify Owner of any change in status with respect to insurance, licenses or any other information required to be submitted with the Contractor's bid.

3.2 Notices.

If to Owner:	Kelly Banton Greenbrier County Commission 912 Court St N Lewisburg, WV 24901 (304) 647-6689
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If to Contractor: _____

This Contract is entered into as of the last day and year written below:

CONTRACTOR:

by its duly authorized Officer

Date

OWNER:

THE GREENBRIER COUNTY
COMMISSION

Lowell Rose, President

Date