

CHAPTER FOUR - Section 4.02K

CAPITAL EQUIPMENT PURCHASES,
CAPITAL REPAIR, REPLACEMENT AND IMPROVEMENT EXPENSES;
AND SERVICE CONTRACTS

Approved:	September 17, 1984
Amended:	July 25, 1988
Amended:	September 24, 1999
Amended:	May 27, 1999
Amended:	May 24, 2001

1. **Policy**

1.1 Statement. It is the policy of the LMOA Board of Directors (BOD) that all contracts of \$10,000 or more (in the aggregate), shall be approved by the BOD prior to commitment according to the terms of this policy. For this policy, "all contracts" is defined but not limited to such areas as capital equipment purchases, capital repair, replacement and improvement expense, service contracts and new construction expenses.

1.2 Latitude of the General Manager. The General Manager is authorized to make budgeted expenditures of up to \$10,000 (in the aggregate) per line item without prior BOD approval, as limited in Section 2.2 below, for equipment, materials and services necessary for the operations of LMOA.

2. **Application**

2.1 Approval Process. The General Manager shall present full information concerning contracts costing \$10,000 or more to the BOD prior to commitment. Information shall include a comparative cost analysis of solicitation responses, any related costs for installation, training, maintenance, travel, other contractor/vendor efforts affected, expected dates of service and other pertinent information. In negotiated procurements, there could be two contractor-signed contracts ready for the President of the BOD to sign the preferred contract. A summary statement of the scope of an intended contract and its statement of work, without technical data, shall be submitted to the BOD prior to release to the competitive marketplace for bids. Such information may be reviewed by the BOD in executive session and shall be acted on by the BOD in open session. The complete solicitation document shall be available for review by any requesting Board member prior to release to the competitive marketplace.

2.2 Approval through the annual budget approval process. Subject to the procurement requirements and procedures set forth in Section 3 below, the BOD shall also give final commitment approval to capital equipment purchases, capital repairs, replacements, improvements, new construction expenses and/or service contracts as part of the annual budget approval process providing such expenditures are made in strict accordance with the budget and for precisely the equipment, repair, replacement, improvement or new construction called for in the budget document. Such commitment shall be duly noted in the budget approval process. The above stated solicitations and contract reviews prior to any budgeted commitment is still a requirement of the BOD. Nothing in this section may be construed as a delegation of the BOD's responsibility to reallocate budgeted line item funds or substitute line items as originally identified.

3. **Procurement requirements and procedures**

3.1 Master Contract File. A master contract file shall be established for each contract. Such a file shall contain all documentation related to a respective contract, including records of solicitations, offeror responses, pre-response meeting minutes, minutes of negotiation proceedings, any minutes of reviews, telephone contacts, notes of a telephone conversation, or anything that may be of value to LMOA in a court case, etc. As an "open" file, a tickler file shall be maintained to remind management of recurring events, deadlines, etc. All documentation shall be dated, initialed/signed by the staff member handling the meeting or event.

- 3.2 Competitive solicitation.** All contracts shall only be awarded after competitive solicitation. Written solicitations shall be addressed to at least 3 potential offerors, and to more where reasonable, allowing for a reasonable amount of time for offerors to submit responses prior to the stated closing date. Every attempt shall be made to include public announcement in the media, in newspapers, etc. where appropriate. Each solicitation shall state a specific time and place for receipt of response. This documentation shall be maintained in the master contract file.
- 3.3 Emergencies.** In an emergency, a contract may be awarded without competitive solicitation; however, such procurement shall be made with such competition as is practicable under the circumstances. An emergency or unforeseen occurrence that requires immediate action by the General Manager to protect LMOA assets shall fall under this definition. Written, signed and dated documentation of the emergency and the selection of the contractor shall be maintained in the master contract file. In the event a cumulative dollar expenditure exceeds the limit set forth in 1.2, verbal coordination with a BOD officer is considered appropriate.
- 3.4 Standard contract form.** LMOA shall use a standard contract form similar to the form presented as Attachment A to this policy.
- 3.5 Statement of Work (SOW).** Written contract requirements and/or technical specifications. These documents describe accurately the essential and technical requirements for items, materials, or services including the standards used by the Association to determine whether the requirements have been met. A written statement of work shall be prepared for every solicitation or contract. The statement of work shall be presented as Exhibit One to the standard contract form. The specifications shall set forth conditions when specific components of the work identified can be awarded separately. A telephone solicitation shall have a written statement of work to ensure each competitor is responding to the same requirement. (Refer to 3.13)
- 3.6 Schedule of fees and payments.** A schedule of fees and payments shall be prepared for every contract. Such schedule of fees and payments shall typically be presented as Exhibit Two to the standard contract form. (Refer to 3.22)

Contract signing alone shall not be cause to initiate a payment to a contractor unless in the instance of a consultant contract it is to the advantage of LMOA in the opinion of the General Manager. At the discretion of the General Manager; however, a payment may be made upon contract signing to a contractor providing equipment and materials based on the contractor invoice or defined listing of materials as justification. A written memorandum of such payment shall be signed by the General Manager and placed in the Master Contract File. On any capital repair, replacement, improvement or service contract that provides progress payments, an amount shall be withheld to assure faithful performance of the balance of the contract. All amounts withheld may be included in the final payment if the contract obligations are fully met. Such amount shall be determined on a case by case basis by the General Manager.

On any contract that provides progress or installment payments, language in Section 5, "Contract Administration," of the standard contract form shall govern the disbursement of installment payments.

- 3.7 Milestones.** Each contract, in Exhibit Three, shall contain appropriate dates or milestones that shall be used by LMOA management to monitor the Contractor's efforts towards completing the contract statement of work requirements in a timely manner.

3.8 Contractor Insurance.

A. Property Damage/General Liability Insurance.

1. No contractor shall perform any work unless the contractor has obtained and continues to maintain for the duration of the work, property damage/general liability insurance in coverage limits approved by the General Manager. As a general guideline, coverage limits shall be established for each solicitation using a factor of 10 times the anticipated value of the contract, e.g. \$10,000 contract - \$100,000 per occurrence; \$100,000 contract - \$1,000,000 per occurrence; \$300,000 contract - \$3,000,000 per occurrence. General Manager has discretion to adjust the limits on a case-by-case basis.
2. Proof of such insurance shall be provided to the Association by the insurance agent for the contractor

in the form of a certificate of insurance. LMOA shall be named as the certificate holder, and LMOA shall be listed as an additional insured.

3. Documented evidence of such insurance shall be provided to the Association prior to the award of contract, and such documentation shall be maintained in the master contract file.
4. Any subcontractors used by the contractor shall also be required to carry similar appropriate insurance coverage.

B. Workers' Compensation Insurance.

1. No contractor shall perform any work unless the contractor has obtained and continues to maintain for the duration of the work, workers' compensation insurance as is required by law, and provides documented evidence of such insurance to LMOA prior to the award of the contract. Such documentation shall be maintained in the master contract file.
2. Any subcontractors used by the contractor shall also be required to carry similar appropriate insurance coverage as required by Virginia law.

C. Proofs of Insurance

The above A and B proofs of insurance shall typically be presented as Exhibit Four to the standard contract form.

3.9 Licensed Contractor. LMOA shall engage only licensed contractors and/or companies.

3.10 Bid Bond. All solicitation responses for construction in excess of \$100,000 shall be accompanied by a bid bond from a surety company selected by the offeror which is legally authorized to do business in Virginia, as a guarantee that the offeror is a qualified contractor to perform the solicitation requirement. The amount of the bid bond shall be five percent (5%) of the amount of the contractor's solicitation response and this documentation shall be included in the master contract file.

3.11 Performance Bond. During the selection process of the contractor to be awarded a contract for the solicitation under consideration, the contractor shall as part of the impending contract negotiations provide a performance bond in the dollar amount of the contract. This performance bond shall be from a surety company selected by the offeror which is legally authorized to do business in Virginia, to protect LMOA against the contractor's inability to complete the contract requirements. This performance bond shall be added to Exhibit 4 of the standard contract form. The solicitation document shall have a requirement for the performance bond if LMOA review determines that the planned contract could result in the contractor's inability to satisfy the contract requirements.

3.12 Payment Bond. During the selection process of the contractor to be awarded a contract for the solicitation under consideration, the contractor shall as part of the impending contract provide a payment bond in a dollar amount of sufficient magnitude to cover the material and labor aspects of the contract value. This payment bond shall be from a surety company selected by the offeror which is legally authorized to do business in Virginia, to protect LMOA against any material liens or labor liens of the contractor's workforce. The payment bond shall be added to Exhibit 4 of the standard contract form. The solicitation document shall have a requirement for the payment bond if LMOA review determines that the planned contract will require significant materials and labor to accomplish the solicitation requirements.

3.13 Telephone Solicitations. All telephone solicitations including cost commitments shall be documented on log sheets. A written memorandum of the statement of work requirements dated and with staff signature shall be made a part of the master contract file (Refer 3.5).

3.14 Cancellations/rejections. A solicitation shall state the extent to which any portion of a solicitation response may be canceled or rejected. The reasons for rejection or cancellation shall be documented, signed by staff, and maintained in the master contract file.

3.15 No discrimination. In the solicitation or awarding of contracts there shall be no discrimination because of the race, religion, color, sex, or national origin of any offeror.

- 3.16 No LMOA employee personal gain.** No employee having official responsibility for procurement transactions shall solicit, demand, accept, or agree to accept for personal gain from an offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services, or anything of value.
- 3.17 Solicitation offerors.** No LMOA employee and no person or firm who, whether for compensation or no compensation, prepares a solicitation for or on behalf of the Association may submit an offer in response to such solicitation.
- 3.18 LMOA employees.** No employee of LMOA shall be paid for services or materials provided to LMOA outside the scope of his/her LMOA employment.
- 3.19 Signatures for the Association.** Contracts of less than \$10,000 may be signed solely by the General Manager for LMOA. Contracts of \$10,000 or more (in the aggregate) shall be signed by the Board President or other officer of LMOA and by the General Manager for LMOA (2 signatures).
- 3.20 Contract Inspections.** Regular inspections of contract work in progress, and final inspection of contract work, shall be documented on written inspection reports, dated and signed by a staff member, which shall be maintained in the master contract file.
- 3.21 Purchase orders.** A numbered system of purchase orders shall be used in the procurement of capital project acquisitions, including capital equipment purchases, and a copy of a purchase order shall be attached to a respective invoice for payment before payment is made. Each purchase order shall have a statement of work that identifies the purchase requirement. A purchase order system is a form of contracting and separate sequentially numbered purchase order files shall be maintained. Written evidence of delivery and acceptance of the purchase order stated requirement shall be documented.
- 3.22 Compensation to contractors.** Contractors and vendors shall not be paid prior to receipt of service(s) or material(s) that meet the specifications and conditions of the contract. Payments shall be made only after receipt of an invoice covering the particular service or material. Fixed price contracts excepted, unless specifically identified in the contract, all invoices shall separate labor and material expenses, and shall itemize material expenses. The only exception to this is covered in the provisions of 3.6 above.
- 3.23 Quick payment discounts.** The Association shall take advantage of all payment discounts and request such discounts if available when placing a purchase order. The discounts are generally more prevalent on vendor deliveries and purchase order type contracts.
- 3.24 Changes to contract.** Complete signed documentation shall be made of any changes made subsequent to the awarding of a contract and/or after contract work has begun, including the impact on the amount of the contract, the reasons for the changes, and any other supporting information that may be relevant. Each contract change shall be a formal contract modification, bilateral document, within the aggregate dollar limits of this policy document. Any change to the contract shall be explicit as to the details of the change and shall be signed by both parties. A memorandum of negotiation shall support the contract modification and appropriate signature authorizations before the contract change work may proceed. The BOD shall be advised of such changes. Changes which exceed the dollar expenditure set forth in subsection 2.1 shall be subject to subsection 1.1 of this policy.
- 3.25 Solicitation and Contract Review.** All solicitations shall be reviewed by a BOD designated review committee prior to release to the competitive market place. All solicitation responses and master contract file data including contracts shall be reviewed by this same committee prior to presentation to the President of the BOD for contract signature.
- 3.26 Contractor Communications.** Only authorized staff members may discuss potential contract efforts or changes with contractors on behalf of LMOA.

4. Responsibility

The General Manager shall be responsible to assure that the above policy is properly administered by regular

review of contracts at different stages of implementation. The contract status should be documented in the monthly General Manager's report to the BOD during the entire life of the contract.

5. **Definitions**

Acquisition	Acquisition begins at the point when LMOA needs are established and includes the description of the requirements to satisfy LMOA needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration and those technical and management functions directly related to the process of fulfilling LMOA needs by contract.
Aggregate	The whole sum or amount including the cost of units which are associated to the total cost.
Bid	See Offer.
Bid Bond	Bond required of a contractor submitting a bid on a solicitation. If the contractor then refuses to undertake the contract, the bid bond assures that LMOA will be paid the difference between the contractor's bid and the bid which is accepted. The bid bond encourages contractors to make serious bids and live up to their obligations.
Contract	A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all type of commitments that obligate LMOA to an expenditure of appropriated funds, except as otherwise authorized in writing.
Contract Modification	Any written change in the terms of the contract. Generally, a bi-lateral document.
Contract Quality Assurance	The various functions, including inspection, performed by LMOA to determine whether a contractor has fulfilled the contract obligations pertaining to the quality and quantity.
Contract Quality Requirements	The technical requirements in the contract relating to the quality of the produce or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to assure that the product or service conforms to the contractual requirements.
Contracting	Means purchasing, renting, leasing, or otherwise obtaining supplies or services. Includes description of supplies and services required, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration. The purchase order system falls within this definition, although properly administered, it is a shortened version of a contract outside of using the standard contract format attached to this policy.
Data	All recorded information to be delivered under contract. "Technical data" excluding management and financial data.
Invitation for Bids (IFB)	The solicitation package used in sealed bid acquisitions.
Negotiation	Contracting through the use of either competitive or other-than-competitive proposals and discussions. Any contract awarded without using sealed bidding procedures is a negotiated contract.
Offer	A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses to invitation for bid (sealed bidding procedure) are offers called "bids" or "sealed bids"; responses to requests for proposals (negotiation

procedure) are offers called "proposals."

Partial Payments	A method of payment for accepted supplies and services that are only a part of the contract requirements.
Payment Bond	Bond guaranteeing that a contractor will pay fees owed for labor and materials necessary for construction of a project. If these fees are not paid, LMOA, who has paid the contractor, might be confronted with subcontractor's or worker's liens filed against the completed project. If this happens, LMOA could end up paying many times the value of the work done. See also Performance Bond.
Performance Bond	Bond guaranteeing that a contractor will perform under the contract in accordance with all specifications of the bid submitted.
Pre-Bid Conference	In sealed bid acquisitions, a pre-bid conference may be used as a means of briefing prospective bidders and explaining specifications and requirements to them as early as possible after the invitation has been issued and before bids are opened. There shall be a signed, written memorandum of the conference, documenting attendance, questions and answers and any other decisions made.
Pre-Proposal Conference	Serves the same purpose as above for proposal solicitations.
Price	Cost plus any fee or profit applicable to a contract.
Proposals	See Offer.
Provision	Means a term or condition used only in solicitations and applying only before contract award
Quality	That stage of the contracting cycle in which one determines that the contractor's work satisfies the requirements of the Statement of Work (specifications).
Quality Assurance	Those actions taken by LMOA to check goods or services to determine that they meet the demands of the Statement of Work (specifications).
Quality Assurance Evaluator (QAE)	That person responsible for checking contractor performance as designated in the contract.
Request for Proposal (RFP)	An RFP is the solicitation document used to communicate LMOA statement of work requirements to prospective contractors and to solicit offers (proposals) from them for use in negotiating the resulting contract.
Responsible Prospective Contractor	A contractor that meets the standards and provisions in the solicitation.
Sealed Bid	See Offer.
Sealed Bidding	A method of contracting that employs competitive bids, public opening of bids, and contract award.
Service	A job performed to the standard and within the acceptable quality level. The contractor must do the specific job, meet the standard, and meet the acceptable quality level before one can say that performance has been acceptable and that the contractor should be paid.
Statement of Work (SOW)	Specifications. A document that describes accurately the essential and technical requirements for items, materials, or services including the standards used to determine whether the requirements have been met.

Subcontract Any contract (other than one involving an employer-employee relationship) entered into by an LMOA prime contractor or subcontractor calling for supplies and/or services required for contract performance. Any insurance or other prime contract requirement shall flow down to any subcontracts issued by the prime contractor. LMOA does not have legal control over the subcontractor since they work for the prime contractor.

Attachment: LMOA Standard Contract Form

CONTRACT
LAKE MONTICELLO OWNER’S ASSOCIATION
AND

The Lake Monticello Owner’s Association, hereinafter referred to as the “Association” and _____, hereinafter referred to as the “Contractor”, do hereby enter into this Contract according to the following terms, conditions, statement of work, and purposes:

1. CONTRACTOR QUALIFICATIONS

A. The Contractor hereby represents that it is in the business of providing _____ as an independent contractor, that it has the necessary knowledge, experience, equipment, staff, and resources to perform the Contract; further, that it is familiar with and will conduct this Contract in full compliance with all Federal, State, and all local regulations including without limitation, occupational health and safety, environmental, insurance, and tax laws, and is authorized to do business in the Commonwealth of Virginia.

B. The Contractor represents that it carries worker’s compensation coverage for its employees. The Contractor further affirms that it carries commercial general liability in a general aggregate of \$_____, personal injury/property damage insurance in the amount of \$_____each occurrence. The policy number for such insurance is _____ underwritten by the _____(insurer) through _____(agent-_____). The contractor agrees to notify the Association immediately in the event of any occurrence of personal injury or property damage caused by its actions. All the above mentioned insurance shall remain in force throughout the duration of this Contract.

C. A performance bond shall be furnished equal to the value of the Contract as identified in the solicitation.

D. A payment bond shall be furnished equal to the value of the Contract as identified in the solicitation.

2. CONTRACTOR RESPONSIBILITIES

A. Labor and Materials

The Contractor agrees to furnish all labor, materials, machinery, equipment, etc. which are necessary to perform the _____ in accordance with **Exhibit One** of this Contract, Statement of Work, which is incorporated by reference herein. All machines and materials shall be of such types and quality as to do the job without damage to any Association property. Any damage to Association property shall be corrected by the Contractor to its pre-damaged condition at a minimum at the Contractor’s sole expense. All personnel shall be properly trained, licensed, certified (if necessary), and shall conduct work in a professional manner. The Contractor shall have a competent foremen on duty and in charge of the working crew(s) at the site at all times. Time is of the essence with respect to the work to be performed under this Contract.

B. Additional Contractor Responsibilities

The Contractor agrees to adhere to the Statement of Work as outlined in **Exhibit One** in performing the work required, using its best expertise and skill to complete the work in compliance with the Statement of Work and specifications in a good and workmen like manner, and in accord with industry standards and practices. The Contractor shall, at its cost and expense, maintain during the term of this Contract, amounts of insurance agreed to by both contracting parties and as set forth in Section 1 above. A certificate of insurance for general liability/personal injury/property damage, proof of worker’s compensation insurance coverage, and a

performance bond, shall be delivered by the Contractor to the Association prior to start up of work, and shall be attached to this Contract in **Exhibit Four**, which is incorporated by reference herein.

If for any reason the Contractor becomes aware that its insurance coverage has lapsed or will be or has been canceled, he shall immediately notify the Association. Notwithstanding any provision herein to the contrary, lapse or cancellation of insurance shall be grounds for immediate termination of the Contract.

The Contractor shall provide the Association, upon request, whether oral or written, all information requested concerning insurance coverage within 72 hours of the request, and additional certificates of insurance, if requested, during the term of this Contract.

C. **Affidavit**

The Contractor shall submit an affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Contract for which the Association or the Association's property might be responsible or encumbered (less amount withheld by the Association) have been paid or otherwise satisfied prior to final payment.

D. **Nonassignment**

This Contract is intended to be a Contract solely between the above-named parties and is not assignable without the express written consent of the Association. If Subcontractors are used, all provisions of this Contract shall flow down to the Subcontracts, and a copy of each Subcontract shall be provided to the Association.

3. CHARGES AND PAYMENTS

In return for the satisfactory performance in a timely manner by the Contractor in accordance with **Exhibit Three** of this Contract, Milestones, which is incorporated by reference herein, the Association agrees to pay the Contractor upon receipt of invoices pursuant to the payment schedules as stated in **Exhibit Two** of this Contract, Schedule of Fee and Payments, which is incorporated herein by reference.

Invoices shall be presented for payment in accordance with Exhibit Two of this Contract. Invoices shall delineate labor and material costs identified therein for Association comparison to the work effort performed, or as otherwise specified in the Contract.

4. DURATION OF CONTRACT

This Contract shall benefit both parties to the Contract and shall be in effect from the time of signature by LMOA through _____. This Contract may be terminated with or without cause by the Association upon ten (10) days written notice.

There shall be no termination fee charged by the Contractor if this Contract is terminated by the Association.

5. CONTRACT ADMINISTRATION

Notwithstanding termination provisions contained above in Section 4. of this Contract, if in the Association's opinion the contractor's performance is unsatisfactory in terms of material, labor, or services, the Association reserves the right to withhold all or partial payment after notification to the Contractor of the deficiencies, and allowing the Contractor ten (10) days to correct same. In the event of withholding of payment, an administrative charge of ten percent (10%) prorata shall be deducted from the payment withheld should the Contractor not correct deficiencies within the ten (10) day period. The administrative charge shall not be

reimbursable to the contractor, even after correction of the same. In the event the Contractor does not correct the deficiencies within ten (10) days, the Association may terminate the Contract upon written notice to the Contractor.

Inspection of work progress shall be made by Contractor’s senior representative, representative of Association staff, and any other inspector that the Association may deem desirable.

The Association’s inspector shall have access to the work places at all times. All work shall be considered to be the work of the prime Contractor.

6. REMEDIES

The Contractor shall indemnify, defend, and hold harmless the Association, its members, guests and invites from and against all claims, liabilities, damages, losses and expenses, including reasonable attorney’s fees, of every kind and character resulting from or relating to or arising out of (a) the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by the Contractor herein, or (b) claims, causes of action, or actions of third parties that result from or relate to or arise out of the operation by or conduct of, or obligations incurred by, or on behalf of the Contractor. Termination of this Contract pursuant to the terms of this Contract shall not relieve the Contractor of its obligations hereunder.

7. NOTICE PROVISION

In the event notice is required in connection with this Contract, said notice shall be deemed given when delivered personally in writing or when mailed postage prepaid certified return receipt requested as follows:

If the Association: Lake Monticello Owner’s Association
Attn.: General Manager
41 Ashlawn Blvd.
Palmyra, VA 22963-3330

If Contractor: _____

8. ENTIRE CONTRACT

The parties agree that this Contract with Exhibit One, Exhibit Two, Exhibit Three, and Exhibit Four, the Contractor’s Certificates and Proofs of Insurance, and evidence of necessary bonding is the entire Contract between the parties, and that any change to the provisions of the Contract shall be made in writing and signed by both parties.

9. INTERPRETATION

The laws of the Commonwealth of Virginia shall govern the interpretation and all matters relating to this Contract.

10. ORDER OF PRECEDENCE

When interpreting the terms and conditions and the requirements associated with this contract document the following order of precedence shall apply to the interpretation thereof; a) The basic contract, b) Exhibit Two – Schedule of Fees and Payments, c) Exhibit Three – Milestones, d) Exhibit Four – Insurance and Certifications, e) Exhibit One – Statement of Work, f) Specifications, and g) Drawings and Sketches.

11. WARRANTY

Unless specified elsewhere in the contract the supplies and services provided under the terms and conditions of this contract shall have a full warranty for one year from the date of final payment for the supplies and services rendered hereunder. All manufacturer warranties shall be passed on in full to the Association

In witness whereof, the Lake Monticello Owners' Association, which is the Association, has caused its name to be signed by its President or other Officer of the Association and its General Manger, and _____, which is the Contractor, has caused its name to be signed by its duly authorized representative, all pursuant to due and proper authority. the effective date of the Contract shall be the date signed by the Association.

FOR LAKE MONTICELLO OWNERS' ASSOCIATION:

_____ TITLE President DATE _____

_____ TITLE General Manager DATE _____

FOR _____ :

_____ TITLE _____ DATE _____ Authorized Signature

- Incorporated Attachments--
- Exhibit One: Statement of Work
 - Exhibit Two: Schedule of Fees and Payments
 - Exhibit Three: Milestones
 - Exhibit Four: Contractor's Certificates and Proofs of Insurance, and Bonds