WASHINGTON COUNTY, VIRGINIA

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS

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INVITATION FOR BIDS
FOR BUILDING DEMOLITION SERVICES

I. Background and Purpose

The County of Washington, Virginia, seeks services for demolition of two structures located on the property of the former Robert E. Lee Motel, located at 15353 Lee Highway, Abingdon, Virginia. Based on inspection of the structure by a licensed architect and engineer in January 2009, the County has information that indicates that the structure poses a significant public safety threat. The structure contains asbestos materials and is likely to contain lead-based paint as well as other hazardous substances. A hazardous substance survey has not been completed.

The purpose of this solicitation is for preparation of a demolition plan and completion of the demolition as described in the plan after its approval by the County. The demolition project shall include the following elements:

1. Extermination of vermin and insect infestations prior to demolition;
2. Obtaining all necessary permits for the demolition project; including, but not limited to, preparation of an Erosion and Sedimentation Control Plan as required by Washington County Code sections 30-141 et seq., application for ESC permit, and ESC management throughout project;
3. Demolition of the former Robert E. Lee structure in a manner that is protective of public and environmental health and safety, taking into consideration hazardous substances present in the structure;
4. Separation of hazardous substances as necessary for proper disposal;
5. Underground storage tank location and in-ground closure;
6. Demolition waste removal and disposal; and
7. Site cleanup, grading to remove public safety hazards, and stabilization.

It is the intent of the County that, upon completion of work, the site will be in a condition that is safe and aesthetically acceptable.

II. Instructions, Timeline, and Bid Information for Bidders

1. The method of procurement is competitive bidding for non-professional services in accordance with the Virginia Public Procurement Act.

2. All questions **must** be submitted in writing via e-mail. Questions regarding the method of procurement and questions related to the requirements of the firm and scope of work shall be directed to: County Accounting Department Manager Mark W. Seamon (mseamon@washcova.com).

3. All responses to inquiries will be in writing and will be provided to all prospective Bidders through an e-mail distribution list maintained by the County of Washington. **Questions from Bidders must be received by 12:00 noon EDT on August 26, 2009** in order to ensure that the answers can be sent and received by all prospective Bidders for their consideration prior to the date bids are due.

4. All Bids shall be in a sealed envelope and clearly marked in the lower left corner: "BID DOCUMENT: R.E. LEE DEMOLITION." **Bids sent by U.S. Mail or other carrier that requires the use of a proprietary mailing envelope shall be in a sealed envelope *INSIDE* the proprietary mailing envelope.** The return address area of the sealed bid envelope shall contain the legal company name, name of company contact, complete mailing address, and e-mail address of the Bidder. Bids not so marked or sealed shall be returned to the Bidder and will not be considered.

5. Two (2) copies of the bid shall be delivered to the County of Washington Purchasing Department at the following address:
   Accounting Department
   County of Washington, Virginia
   ATTN: Mark W. Seamon, Manager
   205 Academy Dr
   Abingdon, Virginia 24210

6. Bids will be accepted until **2:00 p.m. EDT on Friday, August 28, 2009**, at which time they will be opened and recorded as received. Any bid received after this time and date will not be considered. The Bidder has the sole responsibility to have the bid received by the County of Washington Accounting Department at the above address and by the above stated time and date. The County of Washington is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system.

7. The Bidder shall submit a bid that demonstrates and provides evidence that the Bidder has the capabilities, professional expertise, and experience to perform the work services described herein.

8. While bidders are responsible for familiarizing themselves with the conditions and objectives of the proposed scope of work, **a mandatory pre-bid conference will be held at the demolition site on Thursday, August 20, 2009 at 11:00 a.m. In the event of rain, the pre-bid conference will be held in Conference Room One at the County Administrative Offices; 205 Academy Drive; Abingdon, Virginia.**

9. The County anticipates the following timetable for contract award.

Date	Activity/Event
Wednesday, August 12, 2009	Invitation for Bids Issued
Thursday, August 20, 2009 – 11 a.m.	Mandatory Pre-Bid Conference at site
Wednesday, August 26, 2009 – 12 noon	Deadline for Questions to be received by mseamon@washcova.com
Friday, August 28, 2009 – 2 p.m.	Bids Submittal Deadline & Public Opening of Bids

10. The selection process will be governed by and completed in accordance with the Virginia Public Procurement Act. If any provision of this Invitation for Bids is found to be inconsistent or in conflict with such policy, the terms of the VPPA shall govern.

11. The County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. The successful Bidder shall pay the cost thereof.

12. The Contractor and its insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Washington County** and the landowners, **Rani Meena (a.k.a. Shanti); Neelam Sachdev; and Janak Sachdev** as additional insured. The certificate of insurance must also provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days advance notice in writing shall be given to the County.

III. Scope of Services

Provide all planning, supervision, labor, materials, equipment, and other necessary items to carry out the following:

1. Development and delivery to the County Administrator, within five (5) consecutive calendar days after being notified of selection, of a written plan for demolition of the former Robert E. Lee motel structure

and the small outbuilding on the same parcel, which plan shall include provision for the following requirements as well as any other steps necessary to complete the demolition;

2. Completion of the demolition project as described in the written plan after approval by the County Administrator;
3. Extermination of vermin and insect infestations prior to demolition;
4. Obtaining all necessary permits for the demolition project; including, but not limited to, preparation of an Erosion and Sedimentation Control (ESC) Plan as required by Washington County Code sections 30-141 et seq., application for ESC permit, and ESC management throughout project;
5. Demolition of the former Robert E. Lee structure in a manner that is protective of public and environmental health and safety, taking into consideration hazardous substances present in the structure;
6. Separation of hazardous substances as necessary for proper disposal;
7. Underground storage tank location and in-ground closure;
8. In ground closure of any underground septic system that may be present on site;
9. Demolition waste removal and disposal; and
10. Site cleanup, grading to remove public safety hazards, and stabilization.
11. Contractor shall be responsible to obtain all permits required by law;
12. Contractor shall provide supervision, equipment, labor, and supervision of sub-contractors as necessary to complete this scope of services in compliance with law.
13. Upon completion, Contractor shall provide to the County written confirmation of material, quantity, and location of disposed demolition debris.

IV. Specifications

1. Two structures exist on the property: the large motel structure visible from U.S. Route 11 and a smaller building behind the large motel structure. Demolition of both structures is to be included.
2. The property has an underground storage tank of undetermined size. In-place closure of the tank is to be included.
3. The building has been determined to contain asbestos and is likely to include other hazardous substances, including lead-based paint. A hazardous substance survey has not been completed.
4. Before beginning any demolition work, the Contractor shall carefully survey the structures and the land.
5. Contractor shall take all necessary precautions to insure against damage to the surrounding areas.
6. Demolition and removal of all building and structural improvements on the property to include any and all materials associated with the structure including, but not limited to, steel, concrete, masonry, footing, and any debris remaining on the site.
7. Sealing and permanent disconnection of all utilities in accordance with the building code and utility company requirements (i.e., telephone, electric, gas, etc.) shall be included. Disconnection of water utility shall be coordinated with the Washington County Service Authority.
8. The Contractor shall be responsible for obtaining and paying for all required licenses and permits necessary for the performance of the work. County permit fees will not be waived.

V. Bid Content

Written bids shall be as CONCISE as possible. Responsive bids shall include the following:

1. Bid Cover Page & Bid Pricing Form
2. Copy of valid Virginia Contractor's License
3. Task Experience: List a minimum of three (3) former or current customers for which your firm has performed activities of similar scope to this IFB. Include the following information for each: Owner Representative's Name, location, and current and **accurate** contact information for the purposes of obtaining references.
4. List of sub-contractors and relevant experience.
5. Unique Qualifications: State why your firm should be selected.
6. Timing expectations: How quickly your firm could begin work on the project and how much time would you require to complete all necessary components.

VI. Bid Review Process

1. Using the criteria in Section VII below and with emphasis on professional competence and experience, the County Selection Committee comprised of a two (2) staff members will review all bids received to determine those Bidders who are fully qualified, responsible, responsive and suitable to provide the services set forth by this Invitation for Bids.
2. Using all of the information obtained from the bid review, the Selection Committee will make an award according to the evaluation criteria given below.

VII. Bid Evaluation Criteria

Evaluation criteria shall include the following factors:
1. Bid price;
2. Qualifications and experience of the Bidder and any subcontractors;
3. Whether the Contractor can perform the service promptly, in the absence of delay caused by governmental review of permit applications; and
4. Information obtained from County staff contact with representatives from provided work history.

The County reserves the right to negotiate and contract with any firm or individual suited to provide the required services, and if deemed in its best interest, to engage one or more firms for this work.

VIII. Post-Award Criteria

The selected firm shall be prepared to conduct business with the County of Washington using a purchase order procedure with invoice following delivery on net 30-day terms. Before any work under the contract shall qualify as additional work, the firm shall notify the Owner's representative in writing of its intention to treat certain work, if performed, as additional work and its reasons. No claim for additional work will be honored unless written notice is made by the Contractor and written acceptance (in the form of a Change Order) is made by the County.

IX. GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought before a court of competent jurisdiction in the County of Washington, Virginia. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates

public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their bids, Bidders certify that they are not currently debarred by the any agency, locality, or political subdivision of Commonwealth of Virginia from submitting bids or bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Washington all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Washington under said contract.

H. MANDATORY USE OF FORMS AND TERMS AND CONDITIONS FOR IFBs

Failure to submit a bid on the official form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid.

I. CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should submit such questions by email in accordance with Section II, Instructions in this IFB. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:
a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the County, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY

USE OF FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

Q. INSURANCE: By signing and submitting a bid or bid under this solicitation, the bidder or Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Washington must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL SERVICES**: In the event that the County requires additional services of a similar nature as those included in the scope of services in this solicitation, the Firm shall provide the County with a

written estimate of the total costs to complete the work required. If the County determines that the estimated price is not fair and reasonable, it has the right to ask the Firm to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the County reserves the right to obtain additional quotes from other Firms.

2. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The County will initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible bidder.

3. **ADDITIONAL USERS**: The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the County and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

5. **CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 10 calendar days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars ($120,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is seven hundred and fifty thousand dollars ($750,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars ($7,500) or more but less than one hundred and twenty thousand dollars ($120,000), or if the total value of all such contracts undertaken by bidder within any 12-month period is between one hundred and fifty thousand dollars ($150,000) and seven hundred and fifty thousand dollars ($750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars ($1,000) or more but less than seventy-five hundred dollars ($7,500), or if the contractor does less than $150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. If the bidder shall fail to provide this information on his bid before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

7. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully completed and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

8. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the County of Washington, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County or to

failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

9. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

10. **CONTRACT DOCUMENTS:**

a. The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.

b. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

c. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

11. **LAWS AND REGULATIONS:**

a. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

b. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

d. The contractor, if not licensed as an asbestos abatement contractor or a RFS contractor in accordance with § 54.1-514, *Code of Virginia*, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required. Licensed asbestos contractors shall provide evidence of insurance, in addition to those specified in the General Terms & Conditions, for Professional Liability/Errors and Omissions in the amount of $1,000,000 per occurrence/$1,000,000 aggregate.

12. **SUPERINTENDENCE BY CONTRACTOR:**

a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.

c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

13. **PROTECTION OF PERSONS AND PROPERTY:**

a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the site or be affected by the contractor's operation in connection with the work.

b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal.

14. **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:** If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the contractor or of anyone employed by him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor. In no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

15. **OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:**
a. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
b. Prior to termination of the contract, the owner shall give the contractor ten (10) calendar days written notice, during which the contractor may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the contractor that the causes of termination will be remedied in a time and manner which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor.
c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
d. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the

unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.
e. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.
f. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.

16. **TERMINATION BY OWNER FOR CONVENIENCE:**
a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

b. All amounts then otherwise due under the terms of this contract,

c. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,

d. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

17. **ASBESTOS:**
a. As asbestos abatement is included as a part of the work, the contractor shall assure that the asbestos abatement work is accomplished by those duly licensed and in accordance with the specific requirements of the contract documents.
b. If asbestos abatement is included as part of the work, the licensed asbestos subcontractor shall, in the insurance required, name the County of Washington; property owners: Rani Meena (a.k.a., Shanti), Janak Sachdev, and Neelam Sachdev; and the contractor as additional insured.

18. **CONDITION OF PROPERTY**: The County assumes no responsibility for condition of structures to be demolished or for maintenance of the property after completion of the demolition project.

BID COVER PAGE

NAME OF FIRM

NAME OF AUTHORIZED FIRM REP

CONTACT INFORMATION:
(Including mailing address, e-mail address, voice phone number, fax number, and any other appropriate contact information)

I hereby certify that I am a representative of the above named company, duly authorized to sign and commit said company to this IFB. I further certify that this bid is made without collusion or fraud and that this company has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with this bid, and further, that this company has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Signature of Firm Representative

Printed Name & Title of Firm Representative

Date:

BID PRICING FORM

For furnishing all supervision, labor, equipment, materials, meals, lodging, travel-related expenses, permits, and insurance to furnish services described in this solicitation document and in accordance with all General and Special Terms and Conditions, Contractor pricing is as follows:

15353 Lee Highway	**Lump Sum Price**	**$**

AVAILABILITY DATE TO BEGIN WORK:

RECEIPT OF THE FOLLOWING ADDENDA (IF ANY) IS HEREBY ACKNOWLEDGED:

Signature of Firm Representative

Printed Name & Title of Firm Representative

Date

Virginia Contractor's License No. & Class

REFERENCES

WASHINGTON COUNTY, VIRGINIA

1. ORGANIZATION _____

   ADDRESS _____

   CITY, STATE, ZIP _____

   CONTACT PERSON _____

   TELEPHONE NO. (_____)_____

2. ORGANIZATION _____

   ADDRESS _____

   CITY, STATE, ZIP _____

   CONTACT PERSON _____

   TELEPHONE NO. (_____)_____

3. ORGANIZATION _____

   ADDRESS _____

   CITY, STATE, ZIP _____

   CONTACT PERSON _____

   TELEPHONE NO. (_____)_____